

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Class III Gaming" has the meaning ascribed to it in the Indian Gaming Regulatory Act, 25 U.S.C. § 2703(8).
 - b. "Gaming Compact" means an agreement entered into between the Tribe and the State of Wisconsin pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, et seq., for the conduct of Class III Gaming on the Tribe's Indian lands within the State of Wisconsin.
 - c. "Governmental Purposes" means the use of land by Tribal programs, departments, or agencies in furtherance of Tribal governmental services or responsibilities, or the dedication of land for the promotion of the general health and welfare. Governmental Purposes include, but are not limited to, use of land for law enforcement facilities, social service facilities, health care facilities, governmental offices, parks and trails, and subsidized low-income housing. Governmental Purposes do not include the use of land for gaming facilities or other commercial activities which are intended to generate revenue.
 - d. "Oneida Reservation" or "Reservation" means the land set aside for the use and occupancy of the Tribe and its members pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566, encompassing approximately 65,400 acres.
 - e. "Tribal Fee Land" means land to which the Tribe holds title in fee simple.
 - f. "Tribal Trust Land" means land to which the United States holds title for the benefit of the Tribe pursuant to federal law.

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

3. **LAW ENFORCEMENT.**

- a. The Tribe shall provide primary police service protection for those geographic areas designated in Attachment A. The parties agree to update Attachment A as circumstances may warrant.
- b. The Tribe shall call for mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services when needed.
- c. The County shall provide mutual aid in the form of back-up/secondary assistance for police services and protection to persons and property when requested by the Tribe.
- d. When requested by the County, the Tribe shall provide mutual aid in the form of secondary/back-up assistance for police, ambulance, emergency medical or rescue services, within the limitations of services provided by the Tribe.

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

5. **COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **DISPUTE RESOLUTION.**

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

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

- c. **Arbitration.** If a dispute is not resolved within ninety (90) days of service of notice as provided for in subparagraph (a) above, either party may serve on the other a written demand for arbitration, and the dispute shall thereafter be resolved by arbitration which shall be conducted in conformance with the rules set forth below and such other rules as the parties may in writing agree.
 - i. **Arbitration Panel.** Each party shall appoint one arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three arbitrators shall constitute the panel.
 - ii. **Cost of Arbitration.** The cost of arbitration shall be borne equally by the parties, with one-half (½) of the cost charged to the Tribe and one-half (½) of the cost charged to the County, and each shall bear its own expenses.
- d. **Limited Waiver of Immunity.** The County and Tribe specifically waive sovereign immunity and consent to suit in Brown County Circuit Court solely for the limited purposes of compelling arbitration in accordance with the provisions of this Agreement or enforcement of any arbitration award rendered pursuant to this Agreement.

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

11. AMENDMENT.

- a. **General.** Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is set forth in writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not otherwise be subject to dispute resolution or arbitration.
- b. **Anniversary Date Amendments.** If a party submits a written proposal for an amendment to the other party within thirty (30) days of the three (3), six (6), nine (9), or twelve (12) year anniversary date of this Agreement, and the party identifies the proposed amendment as an anniversary date amendment, the parties shall enter into good faith negotiations regarding the proposed amendment. In the event the parties are unable to reach agreement regarding the proposed

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

12. **TERMINATION.** This Agreement may be terminated in one of three ways: 1) either party may terminate this Agreement in accordance with section 11(b) above; 2) this Agreement will immediately terminate and cease to be effective in the event the Tribe ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin; or 3) the parties may terminate this Agreement by mutual agreement, provided that such agreement is reduced to writing and signed by both parties. Upon termination, neither party shall have any further obligation under this Agreement, except that the provisions of section 9 above shall survive termination of this Agreement. In the event this Agreement terminates because the Tribe ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin, the parties agree to engage in good faith discussions regarding the possibility of entering into a successor agreement.
13. **NOTICE.** Notice provided under this Agreement must be in writing and must be sent by certified mail, return receipt requested, to the appropriate representative(s) of the party receiving notice as set forth in Attachment D.
14. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid under the laws of the United States, the Tribe or the State, such invalidity will not affect the validity of the remaining provisions of this Agreement.
15. **PRESERVATION OF JURISDICTION.** Nothing in this Agreement is intended to be a grant of jurisdiction from one party to another. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving this Agreement, neither party is agreeing or conceding to any jurisdiction of the other party which would not otherwise exist under the law.
16. **NO THIRD PARTY BENEFICIARIES.** This agreement is made and entered into for the sole protection and benefit of the Tribe and the County, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.

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

BROWN COUNTY

Date: 5/29/08

By: Tom Hinz
Tom Hinz, Brown County Executive

Date: 05-29-08

By: Guy Zima
Guy Zima, Brown County Board Chair

Seal of Brown County

ONEIDA TRIBE OF INDIANS

Date: 5/29/08

By: Gerald L. Danforth
Gerald L. Danforth, Chairman

Seal of the Oneida Tribe of Indians of Wisconsin

Attachment A

Legend

 Oneida Primary Police Service Protection Area



Attachment B
Schedule of Trust Property Values

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

	Parcel No.	Address	Value
	6H-1788	1330 Brocoin Way	94,900.00
	6H-1790	1310 Brocoin Way	110,600.00
	6H-1791	1309 Brocoin Way	99,200.00
	6H-1799	2716 Ramada Lane	89,900.00
	6H-1801	1338 Baumgart Road	110,200.00
	6H-1802	1334 Baumgart Road	89,700.00
	6H-1812	1339 Baumgart Road	100,800.00
	6H-1904	2496 Valliant Lane	140,400.00
	6H-2179	Isbell Street	228,800.00
	6H-2180	Isbell Street	245,600.00
	6H-2181	Isbell Street	234,400.00
	6H-2182	Hinkle Street	234,900.00
	6H-2183	Hinkle Street	234,900.00
	6H-2184	970 Hinkle Street	145,800.00
	6H-2185	Hinkle Street	145,800.00
	6H-2186	Isbell Street	145,800.00
	6H-2187	2438 W Mason Street	245,900.00
	6H-2188	Isbell Street	146,300.00
	6H-2472	2024-2026 Packerland Drive	185,400.00
	6H-2726	3076 Ferndale Drive	128,000.00
	6H-2790	3081 Ferndale Drive	131,000.00
	6H-2928	1329 La Count Road	95,200.00
	6H-2928-1	1331 La Count Road	99,600.00
	6H-2929-1	1319 LaCount Road	95,200.00
	6H-3018	3116 Sandia Drive	70,800.00
	6H-760-2	W Mason Street	65,100.00
	6H-761	3321 W Mason street	111,800.00
	6H-765-1	W Mason Street	
	6H-765-1-1	W Mason Street	
	6H-765-2	W Mason Street	
	6H-765-2-1	W Mason Street	
	6H-766-1	1050 Pleasant Ln	280,000.00
CITY OF GREEN BAY TOTAL			\$ 11,886,391

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

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

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

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

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

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

Brown County Totals

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

*Government Property

Estimate

Attachment C

Schedule of County Budget Line Items and Percentage Credits

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

ATTACHMENT D
List of Parties' Designated Representatives for Notice

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

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

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

The ONEIDA TRIBE OF INDIANS OF WISCONSIN (the "Tribe"), a federally recognized and treaty Tribe, and BROWN COUNTY (the "County"), a county government organized under the laws of the State of Wisconsin, hereby amend section 3 of the Service Agreement entered into by the Tribe and the County on May 29, 2008, to read as follows:

3. LAW ENFORCEMENT.

- a. Law enforcement officers of the Oneida Police Department are authorized to enforce state law within the boundaries of the Oneida Reservation pursuant to section 165.92 of the Wisconsin Statutes, and are also deputized by the Sheriff of Brown County to enforce state law and keep the peace within the County pursuant to section 59.26(5) of the Wisconsin Statutes. The Oneida Business Committee, as the governing body of the Tribe, has adopted a Resolution which (1) accepts liability for the acts of Oneida Police Department law enforcement officers while acting in the scope of their employment, and (2) waives the Tribe's sovereign immunity to allow enforcement of this liability in the courts of the State of Wisconsin.
- b. The Tribe shall be the primary law enforcement agency dispatched for 9-1-1 calls for police service originating within the geographic area designated in Attachment A.
- c. The Tribe shall call for mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services when needed.
- d. The County shall provide mutual aid in the form of back-up/secondary assistance for police services and protection to persons and property when requested by the Tribe.

- e. When requested by the County, the Tribe shall provide mutual aid in the form of secondary/back-up assistance for police, ambulance, emergency medical or rescue services, within the limitations of services provided by the Tribe.
- f. Nothing in this Agreement is intended to divest any law enforcement agency of jurisdiction or authority to enforce state law.

IN WITNESS WHEREOF authorized representatives of the Tribe and the County have set their hands and seal on the date(s) listed below.

BROWN COUNTY

Date: 9/18/08

By: Tom Hinz
Tom Hinz, Brown County Executive

Date: 9/18/08

By: Guy Zima
Guy Zima, Brown County Board Chair

Seal of Brown County

ONEIDA TRIBE OF INDIANS

Date: 9-16-08

By: Richard G. Hill
Richard G. Hill, Chairman

Seal of the Oneida Tribe of Indians of Wisconsin

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

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

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

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

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

The deleted sentences are replaced with the following:

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

2. Paragraph 17 is added to the agreement:

HEALTH AND SAFETY

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

- b. The County and the Tribe agree to work together to continue improving the neighborhood services each government provides. The County and the Tribe recognize that communication between the parties is the best way to achieve this goal.
- c. The Tribe will enact Health and Safety Regulations at least as stringent as the County's Health and Safety Regulations to be applicable to the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land in accordance with tribal laws in those portions of Reservation located within the County.
- d. The County agrees to forward Health and Safety Regulation issues concerning the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land to the appropriate tribal staff. If necessary, the tribal staff shall then disseminate the concern to more appropriate tribal staff who shall address the concern. The Tribe agrees to identify at all times at least one contact person for such issues. The Tribe further agrees to send the final summary report outlining the resolution/findings of the Tribe's investigation to the County at the conclusion of the Tribe's process.

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

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

BROWN COUNTY

Date: 7/02/10

By: 
Guy Zima, County Board Chairman

Date: 6/30/10

By: 
Tom Hinz, County Executive

Seal of Brown County

ONEIDA TRIBE OF INDIANS OF WISCONSIN

Date: 6-24-10

By: 
Richard G. Hill, Tribal Chairman

Seal of the Oneida Tribe of Indians of Wisconsin