

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
AUGUST 18, 2004

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, August 18, 2004, at 7:00 p.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

**** Public Hearing ****

**Re: Draft Brown County Comprehensive Plan – Vision for Great Communities
Room 207 (Please Note Room Change from Room 203 to Room 207),
6:30 p.m., City Hall, 100 North Jefferson Street
Green Bay, Wisconsin**

**** Presentation ****

**Approximately 6:00 p.m. (Following Human Services Committee Meeting)
Room 203, Green Bay City Hall Council Chambers, 2nd Floor
By Raasch Associates, Inc.
Re: Mental Health Renovation/New Building**

The following matters will be considered:

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Van Den Heuvel, Graves, Nicholson, Theisen, Krueger, Haefs, Erickson, Zima, Evans, Vander Leest, Johnson, Dantine, Frohna, Collins, Beyl, Backmann, Fleck, Van Deurzen, Clancy, Moynihan, Zabel, Scray, Hinz, Lund

Excused: Kaye, Fewell

Total Present: 24 Total Excused: 2

**** Presentation ****

Wisconsin State Trooper, Les Boldt
Brown County Sheriff's Department:
Sgt. Bill Morgan and Deputy Kevin Kinnard

Commendation presented for their heroic efforts of saving the life of a lady on the Leo Frigo Bridge on July 19, 2004.

No. 1 -- Adoption of agenda with the additions.

Addition to agenda of item 8b(i) Report of the "Special" Education and Recreation Committee of August 18, 2004; request to move Items #8f and #9b to be taken right after item #7.

A motion was made by Supervisor Krueger and seconded by Supervisor Frohna **"to adopt the agenda as modified"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2 -- Approval of minutes of County Board Meeting of July 21, 2004.

A motion was made by Supervisor Fleck and seconded by Supervisor Lund **"to adopt the minutes of the June 16, 2004 meeting"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- Announcements by Supervisors.

Supervisor Evans reported the City of Green Bay and Village of Ashwaubenon will bill the Presidential campaigns. Supervisor Evans said the Bush Campaign has made a payment to La Crosse County. Additionally, he said it is important that the taxpayers of Brown County be reimbursed for expenses incurred during the Presidential visits.

Supervisor Vander Leest said the Education and Recreation Committee will be meeting to see the Brown County Fair and the improvements done to it. The Fair is being run by Volunteers and Community Groups in Brown County. Supervisor Vander Leest encouraged people to go to the Brown County Fair and show their support. Entry fee to the Fair is \$10.00 and includes rides.

Supervisor Clancy invited everyone to the Dairy Breakfast on Sunday Morning at the Brown County Fair.

No. 4 -- Communications.

No. 4a -- From Supervisor Pat Collins regarding: Open Record Requests by Brown County Supervisors.

Refer to Administration Committee.

No. 4b -- From Supervisor Kathy Johnson regarding: Extension of Brown County Comprehensive Plan.

Refer to Planning, Development and Transportation Committee.

No. 5 -- Appointments by County Executive.

No. 5a -- Appointment of Allan Duchateau to Adjustment Board.

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

No. 6a -- Report by County Executive.

County Executive Kelso extended an invitation to attend the Brown County Fair and also mentioned her appreciation of the Fair Volunteers.

Ms. Kelso also welcomed Green Bay’s Mayor Jim Schmitt, who is in attendance at tonight’s meeting.

Executive Kelso reported that the Budget reviews are going well and complimented Department Heads on meeting their target number for their budget.

Ms. Kelso thanked the Blue Ribbon Task Force for all their work. The support for the Mental Health Center makes a statement of how committed we are to this population.

County Executive Kelso supports the DNR on their decision regarding the dredging of the Fox River. She added this is not the local people’s decision; we must give the DNR all the tools they need to work with for this project.

No. 6b -- Report by Board Chairman. None.

No. 7 -- Other Reports.

No. 7a -- TREASURER’S FINANCIAL REPORT FOR THE MONTH OF FEBRUARY 2004

Following is a statement of the County Treasurer of the Cash on Hand and in the General Account of the Brown County Treasurer as of February 29, 2004:

Associated Bank	\$ 5,602,090.53
Wisconsin Development Fund	(254,657.89)
Sweep Account (Repurchase Agreements)	0.00
Deposits in Transit	60,457.61
Emergency Fund	191,300.12
Non-sufficient Fund Checks Redeposited	0.00
PBA Sweep Account	(13,459.64)
Wausau Benefit Sweep Account	(461,339.97)
E-Flex Sweep Account	(6,716.66)
Deposit Adjustment	0.00
Bank Error(s)	0.00
Total	<u>5,117,674.10</u>
Less Outstanding Checks	(1,990,362.71)
Other Reconcilable Items	<u>0.00</u>
Balance Per Cash Book	\$ 3,127,311.39

Following is a statement of the County Treasurer of the Working Capital reserves placed in time deposits in the designated public depositories within Brown County for the purpose of investments as of February 29, 2004:

Year-to-Date Interest Received – Prior Month	123,325.85
Interest Received – Current Month	<u>141,939.51</u>
Year-to-Date Interest Received on Unrestricted Funds	\$ 265,265.36
Working Capital Reserves Invested	121,058.143.34
Restricted Investments	<u>21,204,656.19</u>
Total funds invested	\$ 142,262,799.53

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Accounts as of February 29, 2004 and the Statement of Investments for the month of February have been compared and examined, and found to be correct.

 /s\ Kerry M. Blaney
Brown County Treasurer

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

Approved by: /s\ Carol Kelso, County Executive Date: 9/1/2004

No. 8f and 9b taken at this time.

No. 8 -- Standing Committee Reports.

No. 8f -- REPORT OF “SPECIAL” PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF AUGUST 4, 2004

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE met in special session on August 4, 2004, and recommends the following motions:

1. ** Port and Solid Waste – Georgia-Pacific’s Request for Support of a Change in Authorization of the Federal Navigation Channel from Georgia-Pacific west to the De Pere Dam – Request for Approval. Approve Georgia-Pacific’s request for support of change in authorization of the Federal navigation channel from Georgia-Pacific west to the De Pere Dam for the purpose of discussion. Ayes: 0; Nays: 5 (Dantinne, Krueger, Fleck, Erickson, Scray). Motion Defeated.
- ** MOTION TO ITEM #1 WAS AMENDED AS FOLLOWS: “Approve Georgia-Pacific’s request for support of change in authorization of the Federal Navigation Channel from Georgia-Pacific west to the De Pere Dam for the purpose of discussion providing that there are public hearings as part of the decision-making process”.
MOTION AMENDED AND ADOPTED AS PER THE COUNTY BOARD ON 8/18/2004.
2. Resolution regarding: Authorizing a Harbor Assistance Program (HAP) Grant Application. Committee approved the resolution authorizing a Harbor Assistance Program Grant Application. See Resolutions, Ordinances August County Board.

A motion was made by Supervisor Zabel and seconded by Supervisor Johnson **“to adopt”**. Supervisor Zabel pulled item #1. Remainder of report adopted unanimously with no abstentions.

Item #1 -- Port & Solid Waste – Georgia-Pacific’s Request for Support of a Change in Authorization of the Federal Navigation Channel from Georgia-Pacific West to the DePere Dam – Request for Approval. COMMITTEE ACTION: Approve Georgia-Pacific’s request for support of change in authorization of the Federal navigation channel from Georgia-Pacific West to the De Pere dam for the purpose of discussion. Ayes: 0; Nays: 5 (Dantinne, Krueger, Fleck, Erickson, Scray). Motion Defeated.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Nicholson **“to adopt the remainder of the report”**. Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Zabel and seconded by Supervisor Nicholson **“to approve Georgia-Pacific’s request for support of change in authorization of the Federal navigation channel from Georgia-Pacific West to the De Pere Dam for the purpose of discussion.”**

A motion was made by Supervisor Zabel and seconded by Supervisor Lund **“to suspend the rules to allow interested parties to address the Board”**. Voice vote taken. Motion carried unanimously with no abstentions. Addressing the Board were:

Alex Ericks, 2617 Sunrise Court, Retired Professor, UWGB, spoke on behalf of R. J. Wiggins and supports the vote in favor of the authorization.

Neil McKloskey, Terraview Avenue, Village of Allouez, President of the Harbor Commission, explained why he is in favor of this project.

Rebecca Katers, 2484 Manitowoc Road, Green Bay, expressed her concerns about this project. She opposed capping and supports dredging. She also stated that it is her understanding there will be no more public input with equal feedback in decision making.

Peter Thillman, 1333 Emilie St., Green Bay, Member of Harbor Commission and City of Green Bay Economic Director, spoke on behalf of Harbor Commission, and expressed his support of the Commission's recommendation that the navigational depth be changed from 18 feet to 6 feet. Al Thoma, 2111 Lost Dauphin Road, De Pere, representing Georgia-Pacific, spoke of his support of Committee's motion and the motion of Supervisor Zabel.

Mayor Jim Schmitt, 509 Spring Street, Green Bay, spoke in favor of Georgia-Pacific and encouraged passage of the motion.

County Executive Kelso stated the DNR has very stringent standards. We can live with a 6 foot depth and she urged support of the motion on the floor.

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

Return to Supervisor Zabel's motion. Discussion followed.

A motion was made by Supervisor Zima and seconded by Supervisor Evans **"to amend Supervisor Zabel's motion by adding the following words "providing that there are public hearings as part of the decision-making process"."** Voice vote taken. Motion to amend carried unanimously with no abstentions.

A motion was made by Supervisor Zima and seconded by Supervisor Evans **"to adopt Supervisor Zabel's motion with Supervisor Zima's amendment."**

Chairman Moynihan announced he will abstain from voting on this issue because he is an employee of Georgia-Pacific. Vote taken. Roll Call #8f(1):

Ayes: Van Den Heuvel, Graves, Nicholson, Theisen, Haefs, Zima, Evans, Vander Leest, Johnson, Dantine, Frohna, Collins, Beyl, Backmann, Van Deurzen, Zabel, Scray, Hinz, Lund

Nays: Krueger, Erickson, Fleck, Clancy

Abstain: Moynihan

Excused: Kaye, Fewell

Total Ayes: 19 Total Nays: 4 Abstain: 1 Excused: 2

Motion carried.

Approved by: \s\ Carol Kelso, County Executive Date: 9/1/2004

No. 9b -- RESOLUTION REGARDING: APPROVING MEMBER SERVICES AGREEMENT WITH THE WISCONSIN LOCAL GOVERNMENT TELECOMMUNICATIONS COALITION

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

Ladies and Gentlemen:

BROWN COUNTY

WHEREAS, the Wisconsin Local Government Telecommunications Coalition (the "Coalition") was formed to assist local governments ("Members") and utilize their collective strength with other Members in various telecommunications matters, including, but not limited to: (1) pursuing Members' rights and remedies related to possible over billings by and related legal claims against various telecommunications providers; (2) negotiating and administering telecommunications contracts with various telecommunications providers on an individual or cooperative basis with other Members to obtain contract terms that are more favorable than Members would achieve on their own; (3) auditing telecommunications services bills, invoices, and contracts to identify cost savings and billing errors; (4) providing general telecommunications legal, regulatory, and forensic advice and services; and (5) educating Members on current telecommunications matters of interest to local governments; and

WHEREAS, Brown County has joined the Coalition and is a Member; and

WHEREAS, the Board desires to enter in to the Member Services Agreement with, and participate in the activities of, the Coalition and to retain Whyte Hirschboeck Dudek S.C. as legal counsel pursuant to the terms and conditions of the Member Services Agreements.

NOW, THEREFORE, BE IT RESOLVED, that effective as of today's date, the appropriate officials of Brown County are hereby authorized and directed to enter into and sign, and take all steps necessary to effectuate the terms and conditions of, the Member Services Agreement.

Respectfully submitted,
EXECUTIVE COMMITTEE

CERTIFICATION

The undersigned further certifies that the foregoing resolution has not been rescinded, modified or superseded and remains in full force and effect as of the date of this Certification.

IN WITNESS WHEREOF I have set my hand and the seal of Brown County this day of August, 2004.

 /s\ Carol L. Kelso
COUNTY EXECUTIVE

 /s\ Darlene K. Marcelle
BROWN COUNTY CLERK

WISCONSIN LOCAL GOVERNMENT TELECOMMUNICATIONS COALITION

MEMBER SERVICES AGREEMENT

This Member Services Agreement (the "Agreement") is entered into by and between the Wisconsin Local Government Telecommunications Coalition, a Wisconsin limited liability

company (the “Coalition”), and the undersigned local government entity (the “Member”), effective as of the date last entered below (the “Effective Date”).

RECITALS

A. The Coalition has been formed to assist Member and utilize the collective strength of Member with other Members in various telecommunications matters, including, but not limited to: (1) pursuing Members’ rights and remedies related to possible over billings by and related legal claims against various telecommunications providers; (2) negotiating and administering contracts with various telecommunications providers on an individual or cooperative basis with other Members to obtain contract terms that are more favorable than Members would achieve on their own; (3) auditing telecommunications services bills, invoices, and contracts to identify billing errors and cost savings; (4) providing general telecommunications legal, regulatory, and forensic advice and services; and (5) educating Members on current telecommunications matters of interest to local governments ((1-5) collectively, “Services”).

B. The Member desires to obtain the benefits and Services of the Coalition described above, and the Coalition desires to provide Member with Services on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. Subject to the terms and conditions below and otherwise provided in this Agreement, the Coalition will provide Member with those Services requested by Member, provided that Member is in good standing, as defined in the Governance and Operations Plan (the “Governance Plan”) attached as Exhibit A, and not in breach of this Agreement. The Coalition may retain legal, telecommunications audit, and other service providers (the “Service Providers”) to assist the Coalition in carryout out its mission and providing Services (any services provided by Service Providers, the “Provider Services”).

a. Specific Services. By entering into this Agreement, Member authorizes the Coalition and Service Providers to immediately pursue and provide the following Services (the “Claims Services”): (1) pursue rights, remedies, and claims that Member may have against telecommunications providers or other third parties that the Coalition determines have overcharged Member or otherwise have breached their contracts with or engaged in illegal conduct related to telecommunications and related services provided to Member (collectively, the “Claims”); and (2) provide an audit of the Member’s telecommunications services bills, invoices, and contracts. During the term of this Agreement, Member may request additional Services, which Services shall be governed by the terms of this Agreement, as may be amended in writing by the parties from time-to-time.

b. Pre-Litigation Negotiations and Litigation-Related Services. Member agrees that Coalition in its discretion reserves the right to enter into pre-litigation negotiations or

medication with telecommunications providers or other third parties regarding the Claims, and/or may undertake litigation, regulatory action, or other reasonable action on behalf of Member to pursue Claims. If the Coalition pursues a Claim, the Board of Directors shall consult with Member and use good faith efforts to attempt to obtain the approval of all Members pursuing a Claim before pursuing a Claim. After exercising such reasonable efforts, the Board of Directors shall have the authority to pursue such Claim in its reasonable discretion without further action. The Coalition reserves the right not to pursue or further pursue Claims where the Coalition or its legal counsel in their reasonable discretion determine that a good faith basis for pursuing such Claims does not exist or determine that a suitable recovery will be unlikely. The Coalition reserves the right not to pursue Claims if there are not a sufficient number of Members with similar Claims or sufficiently large enough Claims to cost effectively pursue Claims. Member further agrees that Coalition may, and likely will, pursue any Claims on a collective basis with other Members.

c. Settlements. The Coalition's Board of Directors (the "Board of Directors") shall approve any settlement of a Claim on behalf of its Members. If the Coalition pursues a Claim solely on Member's behalf, and not on a collective basis, the Board of Directors and Coalition shall have the authority to settle any Claim on Member's behalf, but shall not agree to any settlement without Member's consent, which consent shall not be unreasonably withheld. If the Coalition pursues a Claim on a collective basis with other Members, the Board of Directors shall consult with Member and use good faith efforts to attempt to obtain the approval of all Members pursuing a Claim before agreeing to any settlement on the Member's or Members' behalf. After exercising such reasonable efforts, the Board of Directors shall have the authority to settle such Claim in its reasonable discretion without further action.

2. Allocation Plan for Fees and Expenses. Member is responsible for the fees, expenses, and other charges incurred by the Coalition related to any Services or Provider Services, subject to any fee caps and limitations discussed below. Fees for Claims Services will be payable on a contingent fee basis as further described below in this Section 2 and capped as described in Section 2.d. Out-of-pocket expenses and costs (including investigations, experts' fees, depositions, court costs, copies, etc.) incurred by the Coalition or passed through by Service Providers to the Coalition for Claims Services will be paid by Member on a monthly basis as incurred, not on a contingent fee basis. However, out-of-pocket expenses will be capped as described below in Section 2.b. Any other Services or Provider Services shall be performed on a time and materials basis at the Coalition's or Service Provider's then-current rates, unless otherwise agreed to in writing by Member and the Coalition or the Coalition and Service Provider.

a. Contingent Fee Arrangement.

(i) All fees payable to the Coalition or Service Providers by Member for Claims Services shall be paid out of the proceeds of any recovery, settlement, or judgment obtained from telecommunications providers or any other party related to Claims pursued on behalf of the Member or Members (the "Proceeds"), except as set forth in Section 6 (Term and Termination). Proceeds shall include, without limitation, cash, checks, credits, cash equivalents,

price concessions and discounts (present valued over a five year period at the rate equal to the rate change in the Department of Labor's then-current Consumer Price Index for all Urban Consumers 1982-84=100 for the previous 12-month period), and related non-cash amounts paid or offered to Members, or to the Coalition or any third party on Member's behalf, by any telecommunications provider or other party related to settlement of Claims. Member also acknowledges that it may receive significant future costs savings related to overcharges identified by the Coalition (although such future cost savings, as opposed to price concessions and discounts, are not included in the definition of Proceeds).

(ii) The Coalition shall prepare, approve and implement a plan (the "Allocation Plan") for allocation of both revenue and expenses for individual Coalition Members to determine the amounts recoverable by Member. An Allocation Plan Committee or similar group will be formed by the Board of Directors to assist in preparing and administering the Allocation Plan. The allocation will involve the formation of individual groups (each a "Group") of Members with common Claims. The nature and extent of Claims or interest of each Member in the Group shall be determined at the time the Group is formed. The estimated Claims amount of each Member will be primarily determined based on an audit of each Member's telecommunications bills with a particular telecommunications carrier, unless otherwise set forth in the Allocation Plan. The estimated Claims amount or interest of each Member shall be a percentage of the total Claims amount or interest of the entire Group. This percentage shall be the percentage applied relative to allocation of revenues and expenses.

(iii) If a new Member is permitted by the Board of Directors to join a Group, there will be a reallocation of expenses and revenues based upon the Allocation Plan and above formula discussed in Section 2.a(ii).

b. Out-Of-Pocket Expenses. Member's share of out-of-pocket expenses will be capped on a calendar year basis as follows: multiply the number of governments in a Group pursuing Claims by \$1,000, and allocate a share of this expense based on each Member's pro-rata share of expenses set forth in the Allocation Plan. For example, if twenty (20) Members in a Group pursue Claims and (10) Members have Claims of \$40,000 and ten (10) have Claims of \$60,000, the calendar year out-of-pocket expenses would be capped at \$800 for Members with \$40,000 Claims and \$1,200 for Members with \$60,000 Claims. The Coalition may seek approval from the Members to increase the maximum out-of-pocket expenses. Out-of-pocket expenses incurred by the Coalition beyond the above cap amount will be recoverable out of Proceeds based on the Allocation Plan described above.

c. Fees Already Incurred by Coalition. Member acknowledges and agrees that prior to Member entering into this Agreement, the Coalition has spent a significant amount of time and resources researching, quantifying, verifying, and pursuing Claims and forming the Coalition on behalf of its Members. Through January 27, 2004, the date upon which the Coalition was formed as a limited liability company, the Coalition incurred legal and audit fees of approximately \$199,000 ("Incurred Fees"). To protect the interest of Members, the parties agree that the obligation of Members for Incurred Fees will not exceed twenty-five percent (25%) of the aggregate Proceeds recovered for all Claims pursued by the Coalition on behalf of its

Members. The Coalition has also incurred additional legal and audit fees from January 28, 2004, until the date of this Agreement totaling approximately \$130,000 (“Additional Incurred Fees”) as part of the Coalition’s ongoing efforts on behalf of its Members. Additional Incurred Fees will be subject to the 50% cap discussed in Section 2.d. Subject to the above caps, Members agrees that Incurred Fees and Additional Incurred Fees will be allocated among the Coalition Members pursuant to the Allocation Plan described above on a contingent fee basis, payable only out of any Proceeds recovered on behalf of its Members.

d. Fee Cap for Claims Services. To protect the interest of Members, the parties agree that the Members’ obligation for the aggregate amount of Incurred Fees, Additional Incurred Fees, and fees for Claims Services shall not exceed fifty percent (50%) of the aggregate Proceeds recovered for all Claims pursued by the Coalition on behalf of its Members. If fees for Provider Services incurred by the Coalition related to Claim Services exceed the caps in this Section 2.d. or Section 2.c., Member will pay the Coalition any such fees out of Proceeds recovered from future Claims, such fees to be allocated among Members pursuant to the Allocation Plan, provided that in no event shall such fees exceed 50% of the aggregate Proceeds recovered from such future Claims. As consideration for the above fee caps, possible delays by the Coalition in receiving fees incurred, and the overall risk undertaken by the Coalition related to Claims Service, the Coalition will receive five percent (5%) of the aggregate Proceeds recovered on any Claims, beyond the other fees payable to the Coalition. However, this 5% amount will only be payable to the extent that the aggregate amount of Incurred Fees, Additional Incurred Fees, fees for Claims Services, and this 5% amount do not exceed 50% of the aggregate Proceeds recovered for all Claims pursued by the Coalition on behalf of its Members.

3. Recoveries and Pursuit of Claims. To better enable the Coalition to pursue Claims on a collective basis and to leverage the collective bargaining power of the Coalition, Member hereby assigns to the Coalition all rights Member has to direct litigation and litigation strategy related to any Claims, to settle, negotiate, or otherwise pursue or appeal any Claims, and to collect Proceeds from any Claims, subject to the settlement provisions in Section 1© and the Coalition’s other obligations to Member set forth in this Agreement. Notwithstanding the foregoing, this assignment shall not be construed as an assignment to the Coalition of Member’s cause of action against any third party. Member agrees that all Proceeds recovered on Member’s behalf shall be payable to Coalition’s account, and shall direct any telecommunications provider to make payment of Proceeds to Coalition’s account. Upon receipt of any Proceeds, Coalition shall promptly pay those Proceeds amounts owed to Member under the Allocation Plan. The Coalition shall have the right to deduct from the Proceeds all amounts that Member owes to Coalition or Service Providers. If any Proceeds obtained by the Coalition or Service Providers on Member’s behalf are paid directly to Member by a telecommunications provider, Member shall make full payment to Coalition of all amounts owed to Coalition or Service Providers within thirty (30) days of the Coalition’s invoice date. Member grants the Coalition and any Service Provider providing Services to Member a lien on any Proceeds owed to the Coalition for Services or Provider Services performed on Member’s behalf. Member agrees that he Coalition shall have the right to assign to any Service Provider(s) any claims for fees, expenses, or other charges that Coalition may have against Member related to Services or Provider Services, and

Service Provider shall have all rights and remedies of the Coalition under this Agreement with respect to Member.

Nothing in this Agreement will limit the ability of the Coalition, its legal counsel or Service Providers to pursue recover of any statutory attorneys' fees and related fees and costs that the Coalition, its Members, legal counsel, or Service Providers may be entitled to recover. Member further agrees that it will reasonably assist the Coalition, legal counsel, and Service Providers in pursuing recovery of such fees. This provision will apply notwithstanding any provision to the contrary and regardless of any fee caps or limitations in this Agreement on the Coalition's or its Service Providers' ability to recover fees tied to Proceeds.

4. Member's Duties. Member shall:

a. be bound by any and all obligations imposed upon Members by the Governance Plan, as amended from time to time, and which is incorporated herein by reference into this Agreement;

b. comply with all rules and regulations adopted by the Coalition's Board of Directors in accordance with the Governance Plan;

c. pay all amounts due to Coalition within thirty (30) days of invoice from Coalition, as further described in Sections 2 and 3;

d. timely pay all amounts for Provider Services the Coalition has negotiated with Service Providers fore the provision of specific services to or on behalf of Member;

e. promptly (in no event less than thirty (30) days from the Coalition's request) provide the Coalition or Service Providers with any information they request which is reasonably related to the Services or Provider Services, including but not limited to the following: (i) any bills, invoices, or contracts from any of Member's telecommunications providers, containing information related to the historical or current provision of telecommunication services by providers; (ii) a copy of any refund checks received by Member from any of Member's telecommunications providers, either current or past; and (iii) a letter of authorization to obtain Member's billing information from any applicable telecommunications provider.

f. provide reasonable and prompt cooperation with Coalition and Service Providers in pursuing Claims against telecommunications providers and/or other third parties and prompt notice of any communications or correspondence made by any telecommunications provider or other third party to Member regarding the Coalition, Claims, or any settlements.

5. Dues. The Coalition may charge Member dues and assessments to support the Coalition's various activities pursuant to the Governance Plan. The Coalition will provide Member with notice of any dues or assessments prior to Member incurring any related obligations.

6. Engagement of Whyte Hirschboeck Dudek S.C. Member acknowledges that the Coalition intends to pursue any Claims on Member's behalf through the law firm of Whyte Hirschboeck Dudek S.C. ("WHD"), To the extent Coalition pursues Claims, whether through negotiations or litigation or any other means, Member hereby agrees to engage WHD to represent Member related to such Claims and WHD and Member agree that WHD will be paid on a contingent fee basis in accordance with Section 2 of this Agreement. Member agrees that any Claims pursued on behalf of Member may be brought individually in the name of Member and/or collectively on behalf of Member(s) and Coalition. Member understands that WHD represents Coalition, other Members and other clients. Member agrees to waive and hereby waives any conflict of interest created as a result of WHD's representation of Member and any other past, present, or future WHD client, including WHD's representation of the Coalition or any existing or future Coalition Member. Member understands and agrees to this waiver so WHD may continue to pursue Claims on behalf of Member, other Members and the Coalition to the extent permitted by the Wisconsin Supreme Court Rules governing the conduct of attorneys. Member understands that Claims may be pursued on a group basis. Member understands and agrees that WHD may disclose confidential information regarding one Member to another to the extent Member is part of a Group pursuing Claims, and may disclose such confidential information to the Board of Directors. WHD will keep such information confidential as it relates to third parties. **BY SIGNING THIS AGREEMENT, MEMBER EXPRESSLY AGREES IN WRITING TO THE CONTINGENT FEE ARRANGEMENT AND REPRESENTATION SET FORTH HEREIN AND WAIVES ANY CONFLICTS OF INTEREST CREATED BY SUCH REPRESENTATION.**

7. Term and Termination. The term of this Agreement shall continue for a minimum period of one year and continue thereafter until terminated by either party as follows, provided that those Sections identified in Section 15 shall survive termination. Following the first year of this Agreement, either party may terminate this Agreement at any time upon thirty (30) days' prior written notice of termination to the other; provided that this Agreement shall terminate immediately upon termination of Member's membership under the Governance Plan for any reason. If either party materially breaches this Agreement, the non-breaching party may also terminate this Agreement by providing fifteen (15) days' notice of breach to the other party. The breaching part shall have the right to cure the breach during such period.

Upon termination of a Member's membership or this Agreement, the Member shall pay any outstanding amounts owed to the Coalition or its Service Providers and reimburse the Coalition or Service Providers for the amounts actually incurred by the Coalition or Service Providers on behalf of the Member. These amounts will be paid directly by the Member and will not be paid contingent on proceeds from any recovery. Therefore, if the Coalition has pursued Claims for Member on a contingent fee basis, the Member shall pay the actual amounts, such as legal and audit fees, incurred by the Coalition or Service Providers on behalf of the Member for Services (including Claims Services) and Provider Services provided through the termination date, such amounts to be determined based on the Allocation Plan. If this Agreement or Member's membership is terminated, neither the Coalition nor any Service Provider shall have any obligation to continue providing Services or Provider Services or pursue any Claims on

Member's behalf, and Member shall not use any Coalition materials, but shall return such materials to the Coalition.

8. Confidentiality. Member agrees that any information disclosed to Member by the Coalition or other Members regarding the Coalition, its Members, or membership in the Coalition may involve matters related to legal claims or matters with telecommunications providers or other third parties. Accordingly, to the extent permitted by law, Member agrees to keep confidential any non-public information disclosed to Member by the Coalition or any other Member, including, without limitation, the terms of this Agreement and the Governance Plan (collective, the "confidential information"). If Member is requested or compelled by court order, decree, subpoena, or other process or requirement of law to disclose Confidential Information, Member shall provide the Coalition with reasonably prompt notice of any such disclosure requirement prior to making such disclosure (unless such notice is prohibited by law) so that the Coalition may, at its option and expense, seek a protective order or other appropriate remedy. To the extent permitted by applicable law, upon Coalition's request, the Member shall promptly deliver to Coalition or destroy all records, notes, or other materials in any form (and all copies of same) containing Confidential Information. In the case of destruction, the Member shall provide the Coalition with an affidavit that all Confidential Information has been destroyed within ten (10) business days of such destruction. Member agrees that the unauthorized disclosure of Confidential Information by Member will cause the Coalition irreparable harm for which the Coalition may seek injunctive or other equitable relief.

9. Liability. ALTHOUGH THE COALITION AND SERVICE PROVIDERS SHALL USE REASONABLE EFFORTS TO PERFORM SERVICES, MEMBER AGREES THAT THE COALITION AND SERVICE PROVIDERS DO NOT GUARANTEE ANY PARTICULAR RECOVERIES, RESULTS, OR OUTCOMES IN MATTERS INVOLVING TELECOMMUNICATIONS PROVIDERS. TO THE EXTENT PERMITTED BY LAW, MEMBER AGREES THAT THE COALITION AND SERVICE PROVIDERS SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOST OR INACCURATE DATA, DOWNTOWN COSTS OR CLAIMS BY THIRD PARTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER THE COALITION NOR SERVICE PROVIDERS MAKE, AND THEY HEREBY WAIVE TO THE EXTENT PERMITTED BY LAW, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER TO MEMBER REGARDING THE SERVICES, CLAIMS SERVICES, OR CONTRACTOR SERVICES.

10. Force Majeure. Neither party will be liable for loss, damage or delay due to causes beyond such party's reasonable control. If such delay occurs, performance will be postponed by such length of time as may be reasonably necessary under the circumstances.

11. Attorneys Fees. Member shall be responsible for payment of costs and reasonable attorneys' fees incurred by Coalition to enforce any provision of this Agreement.

12. Governing Law and Venue. This Agreement shall be interpreted and governed by the internal laws of the State of Wisconsin, without regard to the application of principles of conflicts of laws. Exclusive venue and jurisdiction for arbitration or any other legal action or proceeding in any way related to this Agreement shall be in Milwaukee, Wisconsin.

13. Mediation and Arbitration. The parties shall use good faith efforts to resolve any disputes or claims ("Disputes") between the parties related to this Agreement before pursuing legal action. If the parties are unable to resolve any Disputes, the parties shall submit to non-binding mediation conducted by a single mediator mutually agreeable to the parties. If mediation fails, such Disputes shall be finally resolved by binding arbitration by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon such an award may be entered by any court of competent jurisdiction. The arbitrator will be an expert in the field of government-related and telecommunications services. Notwithstanding the foregoing, the Coalition may pursue enforcement of Section 8, Confidentiality, in any court of competent jurisdiction.

14. Entire Agreement. This Agreement, the Coalition's Articles of Formation, and the Governance Plan, as adopted or amended from time to time, constitute the entire agreement of the parties hereto, and supercede any prior agreements or understandings of the parties, whether written or oral. This Agreement can only be modified or amended by the parties in writing clearly identified as such signed by the authorized representatives of the parties.

15. Severability. In the event any term or provision of or covenant described in this Agreement is found to be unenforceable by any court or tribunal of competent jurisdiction, the remaining terms, provisions and covenants shall be interpreted and enforced as if such unenforceable provision was never part of this Agreement, provided that the intent of the parties for entering into this Agreement shall be preserved.

16. Miscellaneous. Nothing in this Agreement shall cause the parties to be treated as joint venturers or partners. Paragraph or section headings and captions utilized herein are used solely for convenience and do not define, limit or effect the terms, provisions and covenants contained in any paragraph or section. Any provision in this Agreement that should by its nature survive termination of this Agreement shall survive termination. Sections 1.b., 1.c., 3, 7-9, and 11-16, shall also survive termination of this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement to be effective as of the date last written below.

MEMBER:
By: _____
Name: _____

COALITION:
By: _____
Name: _____

Title: _____
Date: _____

Title: _____
Date: _____

Accepted and Agreed to as relates to its engagement as legal counsel to Member and Coalition:

WHYTE HIRSCHBOECK DUDEK S.C.

By: _____

Name: _____

Title: _____

Date: _____

WISCONSIN LOCAL GOVERNMENT TELECOMMUNICATIONS COALITION

GOVERNANCE & OPERATIONS PLAN

- 1. MISSION/PURPOSE.** The mission and purpose of the Wisconsin Local Government Telecommunications Coalition (the “Coalition”) is to assist Wisconsin local government entities (“local governments”) and utilize their collective strength in telecommunications matters, including, but not limited to: (1) pursuing local governments’ rights and remedies related to possible over billings by and related legal claims against various telecommunications providers; (2) negotiating and administering telecommunications contracts with various telecommunications providers on an individual or cooperative basis with other Members to obtain contract terms that are more favorable than local governments would achieve on their own; (3) auditing telecommunications services bills, invoices, and contracts to identify billing errors and cost savings; (4) providing general telecommunications legal, regulatory, and forensic advice and services; and (5) educating local governments on current telecommunications matters of interest to them.
- 2. MEMBERSHIP.** Members shall consist of local governments, including, but not limited to counties, cities, villages, towns, school districts, and technical colleges (the “Members”), in need of assistance in matters related to the mission and purpose of the Coalition. Local governments shall apply for Membership pursuant to a Membership Application and/or a written Member Services Agreement and agree to be bound by the terms and conditions of this Governance and Operations Plan as may be amended from time-to-time by the Board of Directors.
- 3. DUES AND “GOOD STANDING”.** The Coalition may charge its Members dues on an annual or other basis, and may assess and collect meeting fees and other charges, as the Board of Directors determines appropriate to support the Coalition’s various activities. The Coalition will provide Members with notice of any such dues, fees, or charges prior to Members incurring any related obligations. A Member who has timely paid all outstanding dues and other charges of the Coalition and satisfies all conditions for its Membership shall be in “good standing”.

4. **BOARD OF DIRECTORS.** The business of the Coalition shall be managed by or under the direction of its managers, as that term is used in the Wisconsin limited liability company statute, and hereafter referred to as the “Board of Directors”. The Board of Directors is authorized to adopt and revise from time to time such rules and regulations not inconsistent with the Coalition’s Articles of Organization or Governance and Operations Plan as deemed appropriate to the operation of the Coalition. The number of directors of the Coalition shall be not less than three (3), with the number at any given time to be established by resolution (adopted by a majority vote of the Board of Directors) at the annual or any special meeting of the Board of Directors filling such number of directorships. Each director shall hold office until the next annual meeting of the Board of Directors or until his successor shall have been elected and qualified. A director must be an officer, director, trustee, or employee of a then-current Member of the Coalition or be an Ex-Officio Director as described in Section 10 below. The Board of Directors shall elect a Chairperson who shall preside over Board of Directors meetings. The Board of Directors may also establish committees and delegate authority to such committees as designated in the Board of Directors Resolution establishing the committee. Each committee may be comprised of directors and/or non-directors.
5. **OFFICERS.** The Board of Directors shall elect officers of the Coalition. The officers of the Coalition shall include a President, Secretary, and Treasurer, and may include one or more Vice-Presidents and such other officers as may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person; however, an officer must be an officer, director, trustee, or employee of a then-current Member of the Coalition or be an Ex-Officio Director. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Coalition would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
6. **SERVICES:** The Board of Directors shall retain appropriate legal, telecommunications audit, and other service providers to assist the Board of Directors in carrying out its mission. Service providers shall present written proposals which identify the nature and scope of the work, qualifications of the provider, and the proposed charges for the services rendered.
7. **NOTICES, DECISION MAKING & MINUTES:** Notice shall be provided to the applicable Members or directors for all meetings of the Members or Board of Directors. Decisions of the Members or Board of Directors shall be made by the majority of those present at the meeting, provided that a quorum is present. As relates to actions required to be taken by Members, each local government represented shall have one vote, and a quorum shall exist if at least thirty percent (30%) of all votes entitled to be cast on a matter are represented in person or by proxy at any meeting of the Members. Withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting. As relates to directors, each director sitting on the Board of Directors shall have one vote related to the matter before the Board of Directors. A quorum shall exist at any

meeting of the Board of Directors if at least fifty percent (50%) of all votes entitled to be cast on a matter are represented in person or by proxy. Minutes shall be prepared for all meetings.

8. **FINANCIAL MATTERS:** The Board of Directors shall prepare, approve and implement a financial plan to provide each of the Members with appropriate representation concerning telecommunications matters. The Members are responsible for the fees, expenses, and other charges incurred by the Coalition. When possible, the Board of Directors will retain service providers on a contingent and/or incentive fee basis if the representation is based upon specific claims with a telecommunications provider. Out-of-pocket expenses incurred by the Coalition or passed through by service providers to the Coalition will be paid by the Coalition Members based on the allocation described below, and will not be paid on a contingent and/or incentive fee basis, but rather on a monthly basis as incurred. Other work performed by service providers shall be based upon a mutually agreeable fee arrangement between the Coalition and the service provider.

The Board of Directors shall prepare, approve and implement a plan for allocation of both revenue and expenses for individual Coalition Members. This allocation will involve the formation of individual groups (each a "Group") of local governments with common interests and/or claims involving specific telecommunications areas. The nature and extent of claims or interest of each local government in the Group shall be determined at the time the Group is formed. The claims or interest of each local government shall be a percentage of the total claims or interest of the entire Group. This percentage shall be the percentage applied relative to allocation of revenues and expenses, unless otherwise provided in this Governance and Operations Plan.

For example, ten local governments belong to a Group which has a claim against a telecommunications provider. At the time of Group formation, the local governments agree that their claims against the telecommunications provider are equal. Under this arrangement, each of the ten local governments will pay 10% of the expenses and receive 10% of the net revenue after deduction of all expenses.

9. **COMMUNICATION:** The Board of Directors shall develop and implement a communications plan which will include an e-mail distribution list, listserv, and/or similar arrangement with Coalition Members.
10. **LEGAL COUNSEL AND CONSULTANT.** The Coalition shall be served at all times by legal counsel ("Counsel") and a telecommunications industry consultant ("Consultant") on terms to be set forth from time to time in separate engagement letters between the Coalition and Counsel and the Coalition and Consultant. The Board of Directors shall have sole authority for appointing Counsel and Consultant and approving the terms of engagement. Such Counsel and Consultant shall each serve as an ex-officio member of the Board of Directors, but shall not have voting rights.

11. CONTINUED MEMBERSHIP. Any Member can terminate its Membership in the Coalition upon giving thirty (30) days' advance written notice to the Coalition, unless a longer term is agreed to by Member or stated pursuant to the Member Services Agreement. Upon termination of a Member's Membership for any reason, the Member shall pay any outstanding amounts owed to the Coalition or its service providers and reimburse the Coalition or service providers for the amounts actually incurred by the Coalition or service providers on behalf of the Member. For example, if the coalition has entered into contract negotiations with a telecommunications service provider on behalf of the Member (whether individually or collectively with other Members), and the Member's Membership is terminated, the Member shall pay the actual amounts, such as legal and audit fees, incurred by the Coalition or service providers on behalf of the Member for services provided through the termination date, such amounts to be determined based on the allocation set forth under Section 8.

A Member will be subject to expulsion, and Member's Membership shall terminate, immediately upon written notice from the President or the Board of Directors following the occurrence of any of the following: (a) the Member fails to pay any dues, assessments, or other charges within thirty (30) days of the due date; (b) the Member ceases to satisfy the criteria for Membership under Section 2; (c) the Member violate any rules or regulations of the Coalition adopted under Section 4; or (d) any other grounds for expulsion exist under applicable law. The President or Board of Directors may also elect to suspend any Member who is not in good standing, in lieu of expulsion,, as determined appropriate from time to time.

12. TRANSACTIONS/GENERAL POWERS. The Board of Directors may authorize any officer or officers, agents or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Coalition, and such authority may be general or confined to specific instances. The Coalition shall have all rights afforded to it under applicable law to transact business and conduct its activities, and to the extent not otherwise provided under this Governance and Operations Plan, the Coalition's activities, and the powers granted to any director or officer, shall be governed by applicable law.

13. UNANIMOUS CONSENT WITHOUT MEETING. Any action required or permitted by the Articles of Formation or this Governance and Operations Plan or any provision of law to be taken at a meeting of the Members or the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by (a) all the Members where Member action is required, or (b) all directors where Board of Directors action is required.

14. AMENDMENTS: This Governance and Operation Plan may be made, altered, amended or repealed by the Board of Directors by affirmative vote of not less than a majority of the Board of Directors present or represented at a meeting of the Board of Directors at which a quorum is in attendance; provided that no b-law adopted by the Members may be altered, amended or repealed by the Board of Directors if the Governance and Operation Plan so provides. This Governance and Operation Plan may contain any provision for the

regulation and management of the affairs of the Coalition consistent with applicable law or the Articles of Formation.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Johnson **“to adopt”**.

Supervisor Van Deurzen questioned if we were really overcharged.

Jeff Landin, Director of Administration, explained that approximately 8 months ago, County Executive Carol Kelso and himself were contacted by Wisconsin Telecommunications Coalition to express their concerns of possible excessive charges for some telecommunication services. Upon review of the material presented by Wisconsin Telecommunications Coalition, they felt this was serious enough and they highly recommend Brown County partner with Wisconsin Telecommunications Coalition to recoup those excessive charges.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Van Den Heuvel **“to suspend the rules to allow interested parties to address the Board”**. Voice vote taken. Motion carried unanimously with no abstentions.

Mark Garsombke, N5717 Fair Oak Parkway Drive, Menominee Falls, WI, representing WI Local Government Telecommunications Coalition, explained this resolution came about because of the 1996 Telecommunication Act. He went on to say an audit has been done of Brown County’s telecommunication bills and the audit proved there are thousands of dollars in over charges. Additionally, Mr. Garsombke explained the Coalition’s intent is to get reimbursements from telephone companies.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Johnson **“to return to the regular order of business”**. Discussion followed.

Vote taken on original motion **“to adopt”**. Roll Call #9b(1):

Ayes: Van Den Heuvel, Graves, Nicholson, Theisen, Krueger, Haefs, Erickson, Zima, Evans, Vander Leest, Johnson, Dantine, Frohna, Collins, Beyl, Fleck, Clancy, Moynihan, Zabel, Scray, Hinz, Lund

Nays: Backmann, Van Deurzen

Excused: Kaye, Fewell

Total Ayes: 22 Nays: 2 Excused: 2

Motion carried.

Approved by: \s\ Carol Kelso, County Executive Date: 9/1/2004

No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF AUGUST 4, 2004

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on August 4, 2004, and recommends the following motions:

1. Review minutes of:
 - a. Housing Authority (6/21/04).

- Receive and place on file.
2. Child Support – Request for Budget Transfer (#04-33): Reallocation of Salaries and Fringe Benefits to another major budget category except contracted services, or reallocation to Salaries and Fringe Benefits from another major budget category except contracted services: State of Wisconsin/Federal Government allocated \$116,000 for percentage reconciliation project to be spent by September 30, 2004. When budget was compiled in 2003 for 2004 all funds were place in salary and fringe benefits. There is currently over \$100,000 left for those funds and we would like to purchase a copier, fax machine and 5 computers for staff use (\$28,288). Approve.
 3. Child Support – Request for Budget Transfer (#04-34): Increase in Expenditures with Offsetting Increase in Revenue: Utilize approximately half of these funds to purchase 42 computers for Child Support staff; Increase Program Improvement Funds by \$72,240; Increase Information Services Chargebacks by \$72,240. Approve.
 4. Corporation Counsel – Resolution regarding: Disallowance of Claim (Melvin Allport). Committee approved. See Resolutions, Ordinances August County Board.
 5. Corporation Counsel – Communication from Supervisor Pat Collins regarding: Timely Response to Open Records’ Requests. (Held form previous meeting.) Receive and place on file; follow procedures as described by Corporation Counsel, if proper response is not received, bring back to committee.
 6. Treasurer – Financial report for February 2004. Approve.
 7. Department of Administration – Follow up and update on Supervisor Collins’ communication regarding: Credit Card Use in Brown County. Receive and place on file.
 8. Department of Administration – Presentation by Jeff Landin and staff regarding: Credit Card use within Brown County. Receive and place on file.
 9. Department of Administration – Communication from Supervisor Zabel regarding: Requesting formalized presentation and explanation of all factors that may have an impact and influence on our County bond rating. (Referred from July County Board.) Response from Terry Haut, Department of Administration, Finance Manager. Receive and place on file.
 10. Department of Administration – 2004 Budget Transfer Log. Receive and place on file.
 11. Department of Administration – Request for Budget Transfer (#04-31): Increase in Expenditures with Offsetting Increase in Revenue: Offsetting Human Services transfer to purchase two printers (\$2,852). Approve.
 12. Human Resources – Monthly Committee Report (July, 2004). Receive and place on file.
 13. Audit of bills. Approve signing bills.

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

Approved by: _____ \s\ Carol Kelso, County Executive _____

Date: 9/1/2004

No. 8b -- REPORT OF "SPECIAL" EDUCATION AND RECREATION COMMITTEE OF AUGUST 12, 2004

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION AND RECREATION COMMITTEE met in "special" session on August 12, 2004 and recommends the following motions:

1. * Communication from Supervisor Kathy Johnson regarding: Requesting allocations not to exceed \$325,000 to repair the roof at the Arena. (Referred back to Committee from July County Board.) Receive and place on file.
2. * Request for approval of Arena repair roof bids (see attached). Approve the bid from JT Roofing for the ten-year warranty of \$199,900 and the additional gutter of \$70,300 with a total cost not to exceed \$270,000, with a more accurate cost coming into the County Board. Ayes: 4 (Theisen, Johnson, Vander Leest, Van Deurzen); Nays: 1 (Graves). Motion Carried.

* As per the County Board the Committee Report was received and placed on file on 8/18/04.

A motion was made by Supervisor Johnson and seconded by Supervisor Frohna **"to receive and place on file."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 9/1/2004

No. 8b(i) -- REPORT OF "SPECIAL" EDUCATION AND RECREATION COMMITTEE OF AUGUST 18, 2004

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION AND RECREATION COMMITTEE met in "special" session on August 18, 2004 and recommends the following motions:

1. Review of previous action regarding: Arena Roof Bids. Approve green product along with gutter and a ten-year warranty for \$220,977. Motion Carried Unanimously.

A motion was made by Supervisor Johnson and seconded by Supervisor Graves **"requesting we approve T. J. Wood—green product along with the gutter and a 10 years warranty in the amount of \$220,977."** Discussion on motion.

A motion was made by Supervisor Zima and seconded by Supervisor Haefs **"to refer back to committee for the purpose of rebidding a 10-20 year roof."**

Discussion followed.

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

Ken Wachter, 510 St. Marys Boulevard, Green Bay, President, PMI, explained the need for the new roof. Mr. Wachter said PMI will stop rent payments if roof is not fixed. The leaking roof is currently breaking the lease. He explained that he has had to refund money to clients because of rain leaking on their displays. He encourages the County Board to pass the request this evening. Ben Recha, Vice President, 411 Dory Court, Franklin, WI, J T Roofing, spoke on the need to repair the roof. Mr. Recha explained the material proposed for the Arena roof was approved by the Federal Government. Mr. Recha described to the County Board the procedure his company will perform to apply this roofing.

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

At this time, Mr. Frank Hall asked to speak. Both Supervisor Evans and Supervisor Dantine **“withdrew their motions to return to the regular order of business”**.

Frank Hall, a consultant representing Tremko, has worked with several large companies. Mr. Hall explained the history of the Arena roof and the problems that type of roof presents. He said he doesn’t agree with the roof treatment being proposed by T. J. Wood.

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

Vote taken on Supervisor Zima’s motion **“to refer back to committee”**. Roll Call #8bi(1):

Ayes: Nicholson, Krueger, Haefs, Erickson, Zima, Lund

Nays: Van Den Heuvel, Graves, Theisen, Evans, Vander Leest, Johnson, Dantine, Frohna, Collins, Beyl, Backmann, Van Deurzen, Fleck, Clancy, Moynihan, Zabel, Scray, Hinz

Excused: Kaye, Fewell

Total Ayes: 6 Total Nays: 18 Excused: 2

Motion to refer back to Committee was defeated.

Vote on original motion by Supervisor Johnson **“requesting we approve T. J. Wood – green product along with the gutter and a 10 year warranty in the amount of \$220,977”**. Roll Call #8bi(2):

Ayes: Van Den Heuvel, Graves, Nicholson, Theisen, Krueger, Evans, Vander Leest, Johnson, Dantine, Frohna, Collins, Beyl, Backmann, Van Deurzen, Fleck, Clancy, Moynihan, Zabel, Scray, Hinz, Lund

Nays: Haefs, Erickson, Zima

Excused: Kaye, Fewell

Total Ayes: 21 Total Nays: 3 Excused: 2

Motion carried.

Approved by: \ s \ Carol Kelso, County Executive Date: 9/1/2004

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF AUGUST 9, 2004

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on August 9, 2004 and recommends the following motions:

1. Review minutes of:
 - a) Legislative Subcommittee – no quorum (8/2/04).
No Action.
2. County Executive report. No Action.
3. Legislative Subcommittee report. No Action.
4. Internal Auditor Report (no action).

5. Communication from Supervisor Evans regarding: Authorizing Sheriff's Department to bill John Kerry for President Campaign \$8,300 for his visit to Brown County. (Referred back to Executive Committee from July County Board.) Refer to Corporation Counsel to draft a policy for Brown County.
6. Communication from Supervisor Collins regarding: Ethics Board. (Referred from July County Board.) Receive and place on file.
7. Communication from Supervisor Collins regarding: Review of Brown County Harassment Policy. (Referred from July County Board.) Receive and place on file.
8. Resolution regarding: Approving member services agreement with the Wisconsin Local Government Telecommunications Coalition. Committee approved. See Resolutions, Ordinances August County Board.
9. Resolution regarding: Human Services Department Change in Table of Organization – Request for Change in Positions. (Referred from Human Services Committee.) Committee approved. See Resolutions, Ordinances August County Board.
10. Resolution regarding: Human Services Department Change in Table of Organization – Request for Change in Positions. (Referred from Human Services Committee.) Committee approved. See Resolutions, Ordinances August County Board.
11. Discussion of next two (September and October) Executive Committee meeting dates. Meet on Tuesday, September 7, 2004 @ 5 p.m. and Wednesday, October 13, 2004 @ 5:30 p.m.
12. **Closed Session:** For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85(1)(e). In the alternative, the Executive Committee is meeting for the purpose of collective bargaining and is not subject to the Wisconsin open meetings law pursuant to 19.82(1) of the Wisconsin State Statutes, and also for the purpose of conferring with legal counsel for Brown County as to legal advice concerning strategy as to litigation pending pursuant to sec. 19.85(1)(g) of the Wisconsin State Statutes. (No Closed Session Held.)

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

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 9/1/2004

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF JULY 21, 2004

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on July 21, 2004, and recommends the following motions:

1. Review minutes of:
 - a) Veterans’ Recognition Subcommittee (6/8/04).
 - b) Homeless Issues and Affordable Housing Subcommittee (6/15/04).
 - c) Children with Disabilities Education Board (6/9/04).
 - d) Community Options Program Appeals Committee (6/28/04).
 - e) Aging Resource Center (6/25/04).

Accept items a-e.
2. Veterans’ Department – Director’s Report. (No report.)
3. Human Services Department – Budget variance for last several years (Joan Daniel).
Receive and place on file.
4. Human Services Department – Psychiatric Services – Analysis of Billing (Tom Eggebrecht). Receive and place on file.
5. Human Services Department – Mental Health Center Budget Overruns Report (Judy Van Ryzin). Receive and place on file.
6. Human Services Department – Information Systems Needs (Dr. Allen Parks). Receive and place on file.
7. Human Services Department – Resolution regarding Human Services Department Change in Table of Organization – Request for Change in Positions. (Referred to Executive Committee.) Committee approved. See Resolutions, Ordinances August County Board.
8. Resolution regarding: Human Services Department Change in Table of Organization – Request for Change in Positions. (Referred from Executive Committee.) Committee approved. See Resolutions, Ordinances August County Board.
9. Audit of Bills. (Bills were signed.)

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

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 9/2/2004

No. 8e-- **REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF JULY 28, 2004**

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE met in regular session on July 28, 2004, and recommend the following motions:

Land Conservation Subcommittee

1. Manure composting project – update by Brad Holtz. Move to September meeting after study is completed.
2. Communication from Supervisor Norb Dantine, Jr., regarding: Re-examine Charge of 50 cents per acre imposed on area land owners and farmers. Table for one month until full committee is present. Ayes: 3 (Erickson, Scray, Vanden Plas); Nays: 1 (Dantine); Excused: 2 (Fleck, Krueger). Motion Carried.
3. Director’s Report. No action.

Planning, Development and Transportation Committee

1. Review minutes of:
 - a) Planning Commission Board of Directors (6/2/04).
 - b) Solid Waste Board (5/17/04).
 - c) Planning Commission Board of Directors Elderly and Disabled Transportation Subcommittee (1/6/04).
 - d) Land Information Office (LIO) Committee (5/19/04).Receive and place on file items a-d.
2. Presentation by Paul Ehrfurth from Advance. No action.
3. Communication from Supervisor Pat Collins regarding: Southern Bypass Bridge South of De Pere. Hold for 30 days.
4. Communication from Supervisor Pat Collins regarding: TIF Districts. (Referred from Administration Committee.) Receive and place on file.
5. Airport – Bid Results (see attached). – Replace Air Handling System. Accept bid of Mechanical Technologies in the amount of \$41,315 plus \$1,512 for possible after hours work (\$42,827) using the Greenheck equipment brand.
6. Airport – Parking Lot Asphalt Bids. Accept the bid of MCC, Inc. in the amount of \$57,824.50 for asphalt repaving with the condition they not exceed 4,300 square feet of excavation.
7. Airport – Director’s report. No action.
8. Port and Solid Waste – Grant Proposal (HHW Grant Proposal, Fall 2004) to Wisconsin Clean Sweep Program. Approve application of grant.
9. Port and Solid Waste – Director’s Report. No action.

10. Highway – Resolution regarding: Authorizing Conveyance of Certain Excess County Highway Property on CTH “R”, in the Town of Ledgeview. Committee approved. See Resolutions, Ordinances August County Board.
11. Ordinance regarding: Dealing with Revisions of the Speed Zone on CTH “EE”/Grant Street, from Sand Acres Drive west to 1879 Grant Street, in the Town of Lawrence. Committee approved request to drop the speed limit to 45 mph. See Resolutions, Ordinances August County Board.
12. Highway Commissioner’s report. No action.
13. Communication from Supervisor Van Den Heuvel regarding: Flashing Lights at intersection of Huron Road and Finger Road. (Referred from July County Board.) Turn the request back to the City of Green Bay.
14. Planning Commission – Update from Advance regarding economic development activities. No action.
15. Planning Commission – Update regarding schedule for the adoption of the Brown County Comprehensive Plan – Vision for Great Communities. No action.
16. Audit of bills. Approve audit of bills.

A motion was made by Supervisor Scray and seconded by Supervisor Lund “**to adopt**”. Supervisor Van Den Heuvel requested Item #13 be taken separately. Remainder of report passed unanimously with no abstentions.

Item #13 – Communication from Supervisor Van Den Heuvel regarding: Flashing Lights at intersection of Huron Road and Finger Road. (Referred from July County Board.) COMMITTEE ACTION: Turn the request back to the City of Green Bay.

Questions were asked by Supervisor Van Den Heuvel explaining why he took this separately. After discussion, a motion was made by Supervisor Krueger and seconded by Supervisor Beyl “**to adopt item #13**”. Voice vote taken. Motion carried unanimously with no abstentions.
 Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 9/2/2004

No. 8g -- REPORT OF PUBLIC SAFETY COMMITTEE REPORT OF AUGUST 4, 2004

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on August 4, 2004, and recommends the following motions:

1. Review minutes of:
 - a) Local Emergency Planning Committee (LEPC) (5/11/04).
 - b) Fire Investigation Task Force Board of Directors (5/13/04).

- c) Circuit Courts Security Committee Quarterly Report (7/1/04).
Receive and place on file items a-c.
2. Volunteers in Probation – Monthly Statistics (month ending June 30, 2004). Receive and place on file.
 3. Volunteers in Probation – Quarterly Statistics Ending June 30, 2004. Receive and place on file.
 4. Communication from Supervisor Tom Lund regarding: A comprehensive customer survey be sent to the hospitals, funeral directors and local law enforcement agencies for comments on Medical Examiner’s department. (Referred from July County Board.) Receive and place on file.
 5. Communication from Supervisor Tom Hinz regarding: commending officers from the Wisconsin State Patrol and Brown County Officers who were involved in saving the life of the woman on the Tower Drive Bridge. (Referred from July County Board.) Approve.
 6. Medical Examiner – Communication from Supervisor Nicholson regarding: Questions to review the job duties of the Medical Examiner. (Held from previous meeting.) Put this on next month’s agenda; evaluate it, get professional input as to what the Board’s position should be and find out if there is anyone available.
 7. Public Safety Communications – Director’s report. Receive and place on file.
 8. Sheriff – Presentation by Mental Health Center pharmacy on jail medication. No action.
 9. Sheriff – Discussion of jail pharmacy bids. (Held from previous meeting.) Establish a pharmacist at the Mental Health Center as soon as possible and instruct them to find the most advantageous prices for over-the-counter medications.
 10. Sheriff – Communication from Supervisor Evans regarding: Ending the process of having a Green Bay police officer walk inmates, who are residents of Green Bay, to the Teleconference Room for their initial hearing. (Referred from July County Board.) Support communication.
 11. Sheriff – Communication from Supervisor Andy Nicholson Questions regarding: Review the consolidation of the two existing jails into one by closing the Huber jail (downtown) on Walnut Street Answers from Sheriff’s department (downtown) on Walnut Street. (Held from previous meeting with motion to refer back to Sheriff’s department to give updated figures, an estimate of what size facility to start with and how we would adapt the Kimme report.) Receive and place on file and request updated information at next meeting.
 12. Sheriff – Jail Questions as submitted by Supervisor Nicholson from last meeting. (Held from previous meeting.) Hold for one month.
 13. Sheriff – Key Factor Report 2004 with Jail Average Daily Population by month and overtime by expenditures by division/session 2004 – for July 2004 meeting. (Held from previous meeting with motion to have a report from Human Resources and someone from Administration to explain.) Receive and place on file.
 14. Sheriff – Discussion of number of illegal aliens in Brown County Jail. (As requested by Supervisor Pat Collins.) (Held for further clarification.) Receive and place on file.
 15. Sheriff – Aramark serving jail meals. (Supervisor Zima requested this be held from previous meeting to see what it would cost to run our own program and what it would cost to have a contract service do it.) Receive and place on file.
 16. Sheriff’s Report. Receive and place on file.

17. Communication from Supervisor Van Den Heuvel regarding: Requesting to look at certain supervisory positions in the Sheriff's department from being paid by the hour to salary positions. (Held from previous meeting with motion to go into closed session next month to discuss this.) (Combined with #19 to go into closed session.)
18. **Closed Session:** Pursuant to Section 19.85(1)(c) considering employment, promotion, compensation, or performance evaluation date of a public employee over which the Committee has jurisdiction or exercises responsibility.
 - a) Enter into closed session.
 - b) Return to regular order of business.
 - c) No action.
19. Audit of bills. Approve the bills.
20. Discussion of Public Safety Committee meeting dates. No action.

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

Approved by: \s\ Carol Kelso, County Executive

Date: 9/2/2004

No. 9 -- Resolutions, Ordinances

No. 9a -- RESOLUTION REGARDING: DISALLOWANCE OF CLAIM (MELVIN ALLPORT)

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

Ladies and Gentlemen:

WHEREAS, a Notice of Claim was filed on April 28, 2004, in the Brown County Clerk's office; and

WHEREAS, said Notice of Claim alleges that Melvin Allport sustained damages, and alleges that said damages were caused by Brown County and employees of Brown County; and

WHEREAS, after a review of this matter by the Corporation Counsel's office, said office recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors that the claim submitted by Melvin Allport be and the same is hereby denied, and no action on this claim may be brought against Brown County or any of its officers, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimant, Melvin J. Allport, and his attorney, William B. Kulkoski, as a notice of disallowance.

Respectfully submitted,
ADMINISTRATION COMMITTEE

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

Approved by: \s\ Carol Kelso, County Executive

Date: 9/2/2004

**No. 9c -- RESOLUTION REGARDING: HUMAN SERVICES DEPARTMENT –
CHANGE IN TABLE OF ORGANIZATION – REQUEST FOR CHANGE
IN POSITIONS**

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

Ladies and Gentlemen:

WHEREAS within the Human Services Department (HSD) program priority areas have been established to ensure that the department’s work will meet the highest standards, driven by a strategy to improve accountability, capacity, and effectiveness and so the HSD can assure that its resources are used both wisely and well in state-mandated and community-supported programs, and

WHEREAS the Human Service Department’s Child Protection Disposition unit provides treatment and court-related case management services for families with children ages birth to 12 in the areas of child protection, child welfare and child delinquency, and

WHEREAS recently revised state and federal standards require case manager documentation of all work performed in a state-wide computer database, thereby reducing available case management contact time with children and families, and

WHEREAS the Human Services Department believes case manager contact with children and families is a necessary means of assuring child health and safety, and

WHEREAS the Human Services Department is seeking to address the new demands on child protective services within the limits of available financial and staff resources, and

WHEREAS the Human Services Department recommends a change in the table of organization to address the health and safety needs of Brown County’s children by discontinuing three Parent Education positions (2.6 FTE’s) in the child Protection Intake unit and one .5 FTE Foster Care position in the Child Protection Disposition unit and create three full time (3.0 FTE’s) Child Disposition Worker positions in the Child Protection Disposition unit, and

WHEREAS the Human Services Board, Human Services Committee and Executive Committee have reviewed and discussed the program, funding and staffing implications and concur with the above changes in the table of organization.

THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the Human Services Department table of organization be changed to delete 2.6 FTE Social Worker/Case Manager (Parent Education) positions in the Child Protection Intake unit and delete one .5 FTE Social Worker/Case Manager (Foster Care) position in the Child Protection Disposition unit,, and create three (3) full time (3.0 FTE's) Social Worker/Case Manager (Child Protection Disposition) positions.

BE IT FURTHER RESOLVED that no funds are needed to cover the costs resulting from the adoption of this resolution and this resolution has no impact on the local levy.

Job Duties Attached.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

BROWN COUNT POSITION DESCRIPTION

POSITION TITLE: SOCIAL WORKER/CASE MANAGER (FOSTER CARE AND SUPPORT SERVICE)

REPORTS TO: CHILD PROTECTIVE DISPOSITION SUPERVISOR

DEPARTMENT: HUMAN SERVICES

DATE: MAY 1999

JOB SUMMARY:

A social worker position involving primary responsibility for providing direct service to children in Foster Care placements.

ESSENTIAL DUTIES:

Provides and case manages social services to children living in Foster Care; provides social services to foster parents. Works closely with foster parents to assess training needs, provides crisis consultation and instructs and collaborates in problem solving.

Designs and coordinates the child's foster home treatment plans.

Provides casework services to children in placement and supportive services to foster parents; arranges and monitors visits, collateral contacts with schools, medical profession, courts, mental health personnel as needed.

Coordinates correspondence, Day Care, and volunteer authorization as needed.

Participates in administrative review sessions, revision extension and change of placement court hearings, as needed.

Attends staff meetings, attends in-service and outside agency training sessions.

Responds to after-hour service problems.

Completes and maintains necessary documentation according to applicable requirements, codes and policies.

Maintains the confidential nature of client and business information.

Complies with all local, state, and federal laws governing clients and the rendering of services.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment.

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Bachelor's Degree in social work, sociology or related human services field. One year full-time direct social work experience out of the last four working with children, youth and families at the casework level preferred. Experience or familiarity with foster care work and giving courtroom testimony desired.

Licenses and Certifications:

Valid Wisconsin Driver's License
State Social Worker Certification preferred.

Knowledge, Skills and Abilities:

Knowledge of casework principles and methods, family dynamics and individual behavior.

Knowledge of child development process.

Knowledge of dynamics involved in placement of children.

Working knowledge of laws (Chapter 48), procedures and policies pertaining to child welfare and the Juvenile Court system.

Knowledge of community resources and ways in which they may be made available.

Knowledge of Case Management/Coordination Process.

Ability to understand behavior problems, establish a treatment plan and to carry out the same.

Ability to diagnose and assess human behavior problems.

Ability to form positive relationships with children, foster parents and natural parents.

Ability to be realistic regarding behavioral change and tolerant of resistance and slow or limited progress toward growth and change.

Ability to use authority constructively, to work constructively with collateral resources, and to work effectively within a bureaucratic structure.

PHYSICAL DEMANDS:

Lifting 20 pounds maximum with frequent lifting and/or carrying of objects weighing up to 10 pounds.

Extended periods of sitting; intermittent standing, walking and driving.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting, squatting, climbing, reaching and grapping.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people, objects or injuries at varied distances under a variety of light conditions.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

I have read the above position description and under the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

BROWN COUNTY POSITION DESCRIPTION

POSITION TITLE: SOCIAL WORKER/CASE MANAGER (PARENT EDUCATION)

REPORTS TO: CHILD PROTECTION INTAKE SUPERVISOR

DEPARTMENT: HUMAN SERVICES/MENTAL HEALTH CENTER

DATE: MAY 2000

JOB SUMMARY:

Provides educational and in-home services to facilitate the application of positive parenting techniques for parents who meet the eligibility criteria of the Brown County Parent Education Program.

ESSENTIAL DUTIES:

Screens and evaluates new referrals; close inappropriate referrals, and notifies the referral source of action taken.

Contacts new clients to conduct the Intake meeting, administer the Pre-education Inventory, and observe at least one parent – child interaction before the client begins the Education Phase.

Teaches communication skills, behavior modification and other parenting techniques through group presentations; utilizing various mediums such as lecture, role plays, audio visual equipment, etc. This occurs during 10 weeks of a structured classroom experience.

Meets with clients individually to evaluate their understanding of the skills presented in class and to promote the learning process, using various teaching techniques.

Develops goals jointly with the parents, based on the Post-Education Inventory, Post-Education Assessment, and expressed parenting needs.

Provides up to twelve (12) in-home visitations over a period of 3 to 6 months to assist parents in the day to day application of the parenting skills taught in the Education Phase and to monitor goal achievement.

Provides follow-up services to clients who have completed the entire program via in-home observations, referrals to other services, support and consultation, and coordination with the primary case manager.

Prepares required reports on clients for various agencies or court.

Attends staff meetings, attends in-service and outside agency training sessions.

Provides in-service education, consultation, and training to Human Services Department staff, contract agency staff, and various community human service professionals about parenting skills and techniques, upon request.

Maintains the confidential nature of client and business information.

Complies with all local, state, and federal laws governing clients and the rendering of services.

Completes and maintains necessary documentation according to applicable requirements, codes and policies.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Bachelor's Degree in an area of human services or education with course work in sociology, psychology, education and counseling. Experience in working with children and their families preferred.

Licenses and Certifications:

Valid Wisconsin Driver's License

Knowledge, Skills and Abilities:

Knowledge of teaching methods and techniques.

Knowledge of parenting issues and human development.

Knowledge of behavior modification.

Knowledge of group dynamics.

Knowledge of community human services resources.

Skill in public speaking and making presentations before groups.

Ability to recognize and maintain the confidential nature of client and business information.

Ability to establish and maintain effective working relationships with staff and the public.

Ability to maintain emotional stability in stressful situations.

Ability to use independent judgment in decision making.

Ability to communicate effectively both orally and in writing.

Ability to follow oral and written instructions.

Ability to plan and carry out plans and programs.

Ability to work in partnership with families.

Ability to accept cultural, social and individual differences.

Ability to work as a member of a team.

PHYSICAL DEMANDS:

Lifting 20 pounds maximum with frequent lifting and/or carrying of objects weighing up to 10 pounds.

Intermittent standing, walking and sitting; frequent driving.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting, squatting, climbing, reaching and grappling.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

BROWN COUNTY POSITION DESCRIPTION

POSITION TITLE: SOCIAL WORKER/CASE MANAGER (CHILD PROTECTION DISPOSITION)

REPORTS TO: CHILD PROTECTIVE DISPOSITION SUPERVISOR

DEPARTMENT: HUMAN SERVICES

DATE: MAY 1999

JOB SUMMARY:

A direct social service work position providing treatment intervention and case management services to families who are involved in alleged or adjudicated abuse or neglect or who have been involved in juvenile delinquency. Applicable statutes are primarily chapters 48 and 938.

ESSENTIAL DUTIES:

Provides ongoing treatment planning and intervention, including counseling and case management to families where child abuse/neglect, delinquency, or child dependency exists.

Plans, prepares and presents pre-disposition investigative, court review, guardianship, and termination of parental rights reports for juvenile court. Provides court testimony and supervises dispositional orders, consent decrees and deferred prosecution agreements.

Provides court intake services as outlined in 48 and 938 of the Wisconsin Children's Code. Certification as a Court Intake Worker is mandatory.

Performs disposition responsibilities outlined in Chapter 48 and 938 of Wisconsin Statutes.

Completes and maintains necessary documentation according to applicable requirements, codes and policies.

Attends staff meetings, attends in-service and outside agency training sessions.

Shares responsibility of providing after hours coverage for child welfare emergencies by being on call on a rotating basis.

Performs networking of appropriate and necessary services for families in an efficient and effective manner.

Maintains and documents diligent efforts to reunite or establish alternative permanency plans.

Maintains the confidential nature of client and business information.

Complies with all local, state, and federal laws governing clients and the rendering of services.

In certain cases, places children out of their homes and does necessary preparation for placement. Services to children in alternative care includes the following:

- Provides ongoing services to children who have been removed from their parental homes and placed in foster care, relative care, or specialized alternate care. Contacts are to be on a weekly basis or as defined by treatment plan.
- Provides counseling, instruction, direction and support to relatives, foster families, or private agencies providing alternate care placement for children who have been removed from their parental homes.
- Serves as liaison with the care providers and schools, medical and other service providers to assist the care providers to obtain needed services for children.
- Sets foster care rates with foster parents of special needs children.
- Assesses capabilities of foster parents and other care providers to deal with particular individuals and client groups.
- Participates in administrative reviews.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General office equipment

MIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Bachelor's Degree in social work or related human service field. One (1) year of recent social work experience preferably working with child abuse and neglect or human services experience which is child focused, family based and rehabilitative in nature preferred. Experience with court work and testimony is desired.

Licenses and Certifications:

Valid Wisconsin Driver's License.
Certification training for Court Intake workers.

Knowledge, Skills and Abilities:

Knowledge of casework principles and methods, social systems, family systems, group and individual behavior.

Knowledge of dynamics of child maltreatment.

Knowledge of professional social work interviewing principles and techniques.

Knowledge of the Wisconsin Children's Code, Indian Child Welfare Act and Juvenile Court policies and procedures.

Knowledge of community resources and ways in which they may be made available to the client(s).

Knowledge of child development and child rearing skills.

Ability to diagnose and assess human problem situations, specifically in the area of child maltreatment.

Ability to establish and apply effective treatment plans, to set priorities for solutions, and to consider alternative treatment plans.

Ability to plan and organize work and make effective use of time.

Ability to understand human behavior and to relate sensitively and effectively with abuse victims and their families.

Ability to establish a goal oriented working relationship with clients and to provide ongoing casework services through the medium of the working relationship.

Ability to be practical and realistic in expectations for behavioral change and to be tolerant of resistance and slow or limited progress toward growth and change.

Ability to use authority constructively.

Ability to be decisive and make constructive decisions under the pressure of crises or emergencies with appropriate knowledge and timing.

Ability to establish and maintain cooperative working relationships with a wide variety of collateral resources: law enforcement, Juvenile Court, schools, hospitals, attorneys, treatment resources, etc.

Ability to diagnose and assess systems specifically in the area of child maltreatment.

Ability to establish and maintain positive working relationships with staff and the public.

Ability to communicate effectively both orally and in writing.

Ability to listen actively.

PHYSICAL DEMANDS:

Lifting 50 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds.

Ability to lift and transport small children.

Intermittent standing, walking, sitting and driving.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting and squatting; frequent climbing and reaching.

Communication orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

Distinguishing physical living conditions at varied distances under a variety of light conditions.

This position description should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

A motion was made by Supervisor Vander Leest and seconded by Supervisor Van Deurzen “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Carol Kelso, County Executive Date: 9/2/2004

No. 9d -- RESOLUTION REGARDING: HUMAN SERVICES DEPARTMENT – CHANGE IN TABLE OF ORGANIZATION – REQUEST FOR CHANGE IN POSITIONS

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

Ladies and Gentlemen:

WHEREAS, within the Human Services Department (HSD) program priority areas have been established to ensure that the department’s work will meet the highest standards, driven by a strategy to improve accountability, capacity, and effectiveness and so the HSD can assure that its resources are used both wisely and well in state-mandated and community-supported programs; and

WHEREAS, the Human Services Department’s Hospital and Nursing Home Division provides inpatient psychiatric care, nursing home services and services to the developmentally disabled including day programming and rehabilitative services; and

WHEREAS, Certified Occupational Therapy Assistants (COTA) possess a higher level of knowledge and skills than Occupational Therapy Assistants and can provide more efficient service delivery and improve the implementation of individualized care plans; and

WHEREAS, the Human Services Department is seeking to address the demands on hospital and nursing home services within the limits of available financial and staff resources; and

WHEREAS, the Human Services Department recommends a change in the table of organization to address the health and rehabilitative service needs of Brown County's citizens by discontinuing two full time (2.0 FTE's) Occupational Therapy Aide positions and increasing two Certified Occupational Therapy Assistant (COTA) positions from .8 FTE each to 1.0 FTE each; and

WHEREAS, the Human Services Board, Human Services Committee and Executive Committee have reviewed and discussed the program, funding and staffing implications and concur with the above changes in the table of organization.

THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the Human Services Department table of organization be changed to delete 2.0 FTE Occupational Therapy Aide positions and increase two COTA positions from 1.6 FTE's to 2.0 FTE's.

BE IT FURTHER RESOLVED that no funds are needed to cover the costs resulting from the adoption of this resolution and this resolution has no impact on the local levy.

Job Duties Attached

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

BROWN COUNTY POSITION DESCRIPTION

POSITION TITLE: OCCUPATIONAL THERAPY AIDE
REPORTS TO: REHABILITATION SERVICES MANAGER
DEPARTMENT: HUMAN SERVICES/MENTAL HEALTH CENTER
DATE: FEBRUARY 1997

JOB SUMMARY:

Assists in the planning and implementation of occupational therapy programs and activities for clients.

ESSENTIAL DUTIES:

Conducts general nursing home activities and other groups, as assigned by the Rehabilitation Services Manager.

Takes clients on community outings for recreational or educational purposes.

Assists with large group activities as required.

Attends to the safety and comfort of clients when involved in occupational therapy activities.

Reports any change in client condition or behavior to the unit nurse upon return to the unit.

Establishes and maintains therapeutic interpersonal relationships with clients, family members, and visitors. Attends staff meetings, attends in-service and outside agency training sessions.

Maintains the confidential nature of client and business information.

Completes and maintains necessary documentation according to applicable requirements, codes and policies.

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

General Office Equipment

Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High School Diploma, plus six months experience in a human services field; or any equivalent combination of education, training and experience which provides the necessary knowledge, skills and abilities.

Licenses and Certification:

Valid Wisconsin Driver's License

Knowledge, Skills and Abilities:

Knowledge of therapeutic media and activities used in the Rehabilitation Department.

Basic knowledge of the elderly, Chronically Mentally Ill (CMI), and Disabled Developed (DD) client in the nursing home and treatment needs as related to occupational therapy/rehabilitation.

Knowledge of current practices and methods of occupational therapy as practiced in the Nursing Home and/or Hospital.

Knowledge of the needs of developmentally disabled, mentally ill, and AODA clients.

Knowledge of federal, state, and other accreditation standards/rules/regulations.

Knowledge of principles of documentation.

Skill in operating machines and equipment used in the Rehabilitation Department.

Ability to organize and carry out therapeutic programs and activities.

Ability to document to the Care Plan.

Ability to maintain accurate records.

Ability to work in cooperation with all departments.

Ability to understand and carry out written and oral instructions.

Ability to adapt to flexible scheduling to meet the needs of the clients and program requirements.

Ability to communicate effectively both orally and in writing.

Ability to understand and carry out policies and procedures governing client activities and treatment.

Ability to establish and maintain effective working relationships with staff and the public.

Ability to deal with stress accounted with threatening or unpredictable client behavior.

Ability to establish and maintain effective therapeutic relationships with clients and family members/significant others.

Ability to organize and plan activities.

PHYSICAL DEMANDS:

Lifting 30 pounds maximum with frequent lifting and/or carrying of objects weighing up to 20 pounds.

Intermittent standing, walking and sitting; occasional driving.

Must be capable of using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting, squatting, climbing, reaching, and grappling.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

Must be free from communicable disease.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

BROWN COUNTY POSITION DESCRIPTION

POSITION TITLE: CERTIFIED OCCUPATIONAL THERAPY ASSISTANT
(ADOLESCENTS)

REPORTS TO: REHABILITATION SERVICES MANAGER

DEPARTMENT: HUMAN SERVICES/MENTAL HEALTH CENTER

DATE: FEBRUARY 1997

JOB SUMMARY:

Performs, plans, and organizes technical occupational therapy in the treatment and habilitation/rehabilitation of adolescents and their families. Provides direct treatment, consultation, and education services to individuals, families, groups, and agencies.

ESSENTIAL DUTIES:

Plans and participates in the habilitation/rehabilitative treatment of adolescents and families on the adolescents treatment unit.

Plans and implements preventive, restorative, supportive, and educational treatment programs.

Evaluates and/or assesses client's level of functioning and makes recommendations based on these findings.

Guides the client in the use of therapeutic, creative, and self-care activities for the purpose of improving those functions.

Involves family and others in client treatment.

Observes, records, and reports to the treatment team on client's progress.

Provides direct occupational therapy services for specific clients in community and other special programs.

Maintains responsibility for safe client care through the use of appropriate planning, implementation, and evaluation procedures.

Co-facilitate groups with other professionals.

Provides activity consultation and leadership to nursing staff.

Facilitates clients on community outings for recreational or educational purposes.

Develops and provides group treatment activities through teaching social skills, anger management skills and problem-solving skills; recreational activities and field trips.

Assists unit nursing personnel with supervision of clients during scheduled shift.

Supervises clients during program hours.

Establishes and maintains therapeutic interpersonal relationships with clients, family members, and visitors.

Attends staff meetings, attends in-service and outside agency training sessions.

Completes and maintains necessary documentation according to applicable requirements, codes and policies.

Maintains the confidential nature of client and business information.

Meets continuing education requirement as established by WOTA Licensure Committee.

Participates in therapeutic swim programs by being active in the water and assisting with the program plans.

NON-ESSENTIAL DUTIES:

Performs related functions assigned.

MATERIALS AND EQUIPMENT USED:

General Office Equipment
Audio Visual Equipment
Shop tool (powered and nonpowered)

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Associate degree from an accredited school in Occupational Therapy,, certified by AOTCB and licensed or be eligible to be licensed by the State of Wisconsin Medical Examining Board.

Licenses and Certifications:

Certified Occupational Therapy Assistant
Wisconsin Driver's License

Knowledge, Skills and Abilities:

Knowledge of adolescent growth and development.

Knowledge of adolescent group therapy and treatment approaches.

Knowledge of therapeutic media, psychosocial and ADL groups used by Rehabilitation Department.

Knowledge in maintenance and operation of all related equipment used by Occupational Therapy, including machines from Educational Services.

Knowledge of federal, state, and other accreditation standards/rules/regulations.

Knowledge of principles of documentation.

Knowledge of group process and ability to co-facilitate groups.

Knowledge of safety procedures used with power equipment and strict adherence of these procedures.

Ability to provide participation in conducting occupational therapy assessments.

Ability to develop therapeutic treatment educational “program packages”.

Ability to maintain emotional stability in stress situations.

Ability to understand and carry out written and oral instructions and to use independent judgment in decision making.

Ability to adapt to flexible schedule to meet the needs of clients and program requirements.

Ability to carry out policies and procedures governing client activities and treatment.

Ability to establish and maintain effective working relationships with staff. Serves as liaison between all community agencies involved with a client (agencies include, but not limited to, area schools, Big Brothers/Big Sisters and Girl and Boy Scouts).

Ability to establish and maintain effective therapeutic relationships with clients and family members/significant others.

Ability to deal with stress accounted with threatening or unpredictable client behavior.

Ability to communicate effectively both orally and in writing.

Ability to establish and maintain effective working relationships with staff, other departments and the general public.

PHYSICAL DEMANDS:

Lifting 50 pounds maximum with frequent lifting and/or carrying of objects weighing up to 20 pounds.

Intermittent standing, walking, driving and sitting.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Frequent bending, twisting, squatting and reaching; occasional climbing.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

Must be free from communicable disease.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

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

Approved by: _____ \s\ Carol Kelso, County Executive

Date: 9/2/2004

No. 9e -- RESOLUTION REGARDING: AUTHORIZING A HARBOR ASSISTANCE PROGRAM (HAP) GRANT APPLICATION

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

Ladies and Gentlemen:

WHEREAS, on February 18, 2004, the Brown County Board approved a three-year Harbor Development Statement of Intentions which, in part, described the intent on pursuing a project for Georgia-Pacific Corporation’s west side facility. The project consists of dredging the slip area and reconstructing dock wall; and

WHEREAS, in fulfillment of the Brown County Port and Solid Waste Department stated goals to expand commercial port operations and operate as an enterprise fund; and

WHEREAS, this resolution is conditioned upon an agreement between Brown County and Georgia-Pacific Corporation that Brown County will serve as the grant recipient and that Georgia-Pacific Corporation in return will agree to assume all grant responsibility; and

WHEREAS, Brown County agrees to administer and oversee the development of the transportation improvement funded by the HAP grant upon its completion; and

WHEREAS, in order to obtain funding for the above described projects, a grant application must be filed by August 1, 2004, with the Bureau of Railroads and Harbors, Wisconsin Department of Transportation, through the Harbor Assistance Program, and it is intended that the grant application will be in the amount of \$3,501,475, with the local matching share of 20% in an amount of \$700,295 to be paid by Georgia-Pacific Corporation; and

WHEREAS, Georgia-Pacific Corporation will convey through a quit claim deed certain real property in the vicinity of this project, to the County, and then the County will in turn lease the dock facility back to the Georgia-Pacific Corporation and will charge Georgia-Pacific Corporation an annual wharfage charge for use of this property; and

WHEREAS, a copy of the Harbor Assistance Grant Application is attached to the original of this resolution, which is on file in the Brown County Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby makes this formal request for assistance and authorizes the Harbor Assistance Grant application as described herein and hereby accepts the real estate conveyed by Georgia-Pacific Corporation, which is conveyed for purposes of this project and authorizes execution of a dock wall lease agreement by the appropriate County officials.

BE IT FURTHER RESOLVED that Brown County, through its Harbor Commission, hereby requests a grant of \$3,501,475 from the Wisconsin Harbor Assistance Program for the project identified as the new construction, rehabilitation and dredge of dock facilities.

BE IT FURTHER RESOLVED that the County Executive and Port Manager are the representatives of Brown County authorized to sign agreements, forms, claims and other required documents binding upon Brown County in connection with the application for Wisconsin Harbor Assistance Program funds. Brown County, through its Harbor Commission, hereby accepts all responsibilities for the operation and maintenance of the new dock facilities upon completion of work funded under a Harbor Assistance Program grant.

BE IT FURTHER RESOLVED that Brown County, through its Harbor Commission, hereby assures that these new dock facilities and improvements are consistent with port plans. Brown County, through its Harbor Commission, hereby assures that this proposed project is consistent with the three-year Harbor Development Statement of Intentions submitted to WisDOT under the requirements of s.85.095 (3), Wis. Stats.

BE IT FURTHER RESOLVED that Brown County, through its Harbor Commission, hereby agrees to provide to the Wisconsin Department of Transportation, in a timely manner, additional analysis or documentation in support of the application, if necessary for the review process.

BE IT FURTHER RESOLVED that Brown County, through its Harbor Commission, hereby warrants that it will provide such amounts of matching funds as may be required up to a maximum amount of \$700,295 upon the signing of a grant agreement and at a time and manner specified by WisDOT.

BE IT FURTHER RESOLVED that said grant application is conditioned upon Georgia-Pacific Corporation committing to funding the local cost-share of the local recipient for the transportation improvement grant on behalf of Brown County.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

A motion was made by Supervisor Erickson and seconded by Supervisor Backmann “to adopt”. Voice vote taken. Supervisor Moynihan explained he is abstaining from this vote because he is employed by Georgia-Pacific. Motion carried.

Approved by: s\ Carol Kelso, County Executive Date: 9/2/2004

No. 9f -- **RESOLUTION REGARDING: AUTHORIZING CONVEYANCE OF CERTAIN EXCESS COUNTY HIGHWAY PROPERTY ON CTH “R” IN THE TOWN OF LEDGEVIEW**

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

Ladies and Gentlemen:

WHEREAS, Brown County has been requested to execute a quit claim deed for the following described property:

Parcel #2:

A parcel of land located in part of the northeast one-quarter of the northwest one-quarter of Section 36, Town 23 North, Range 21 East, Town of Ledgeview, Brown County, Wisconsin, described as follows:

Commencing at the north one-quarter corner of said Section 36; thence S0°-06’-48”W, 549.70 feet along the east line of the northwest one-quarter of said Section 36; thence N89°-12’-40”W, 923.47 feet to the easterly right-of-way line of CTH “R”, and point of beginning; thence S35°-05’-59”E, 324.74 feet along said right-of-way line; thence N45°-33’-47”W, 381.16 feet; thence S89°-12’-40”E, 85.42

feet to the point of beginning. Said parcel contains 11,133 square feet, 0.256 acres, more or less, subject to all easements of record and occupation.

WHEREAS, this matter has been reviewed by the Corporation Counsel and the Highway Commissioner, who recommend that this property be conveyed as herein requested, since the property is not needed by the County for highway purposes, or for any purpose.

NOW, THEREFORE, BE IT RESOVLED, by the Brown County board of Supervisors that we hereby approve the transfer of the above-described property by means of quit claim deed, from the County to James Lindsley, for the sum of \$1,760.00, and other good and valuable consideration, and further authorizes the appropriate County officials to execute a quit claim deed.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

A motion was made by Supervisor Backmann and seconded by Supervisor Van Den Heuvel “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: /s\ Carol Kelso, County Executive Date: 9/2/2004

**No. 9g -- ORDINANCE REGARDING: DEALING WITH REVISION OF SPEED
ZONE ON COUNTY HIGHWAY “EE”/GRANT STREET, TOWN OF
LAWRENCE, BROWN COUNTY, STATE OF WISCONSIN**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1: A traffic and engineering investigation having been made on the following described highway, the maximum permissible speed at which vehicles may be operated on said highway, which speed herewith established as reasonable and safe pursuant to Section 349.11, Wisconsin Statutes, shall be as set forth within, and upon the erection of standard signs giving notices thereof.

Section 2: Section 340.0003, Schedule A of the Brown County Code is hereby amended as follows:

County Trunk Highway “EE”/Grant Street, Town of Lawrence:

Add: Forty-five miles per hour from the intersection of Sand Acres Drive to a point 3,814 feet west (1879 Grant Street).

Section 3: This ordinance shall take effect upon passage and publication. Adopted this 18th day of August, 2004.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

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

Approved by: \s\ Carol Kelso, County Executive Date: 9/2/2004

Approved by: \s\ Darlene K. Marcelle, County Clerk Date: 9/2/2004

Approved by: \s\ Patrick Moynihan, Jr., Board Chairman Date: 9/7/2004

No. 10 -- Such other matters as authorized by law. Late Communications.

No. 10a -- From Supervisor Collins regarding: As a Brown County Supervisor my right to petition County Government is not reviewable by other Supervisors; and the factual statement I made about our County Executive not doing her duties in appointments to our Ethics Board stands as correct.

Refer to Executive Committee.

No. 10b -- From Supervisor Collins regarding: County Policy on Media Relations.

Refer to Executive Committee.

No. 10c -- From Supervisor Collins regarding: Overall costs of the Mental Health Center Project.

Refer to Human Services Committee.

No. 10d -- From Supervisor Fleck regarding: that the County share the local costs of constructing the new Claude Allouez Bridge in De Pere.

Refer to Planning, Development and Transportation Committee.

No. 10e -- From Supervisor Johnson regarding: requests for sidewalks on Packerland Drive between Mason Street and Indian Trails, on the west side of Packerland.

Refer to Planning, Development and Transportation Committee.

No. 10f -- From Supervisor Vander Leest regarding: request for an artist program to be developed at the Neville Public Museum to allow aspiring artists to rent space from the Neville Public Museum.

Refer to Education and Recreation Committee.

No. 10g -- From Supervisor Vander Leest regarding: request for the Golf Course Superintendent to develop a citizen committee to help prepare for the 2005 State Amateur and to improve on the high quality of Brown County Golf Course.

Refer to Education and Recreation Committee.

No. 10h -- From Supervisor Van Den Heuvel regarding: having the Library Board look into getting better pricing from suppliers of books and magazine subscriptions rather than paying full price.

Refer to the Library Board.

No. 11 -- Bills over \$10,000 for period ending August 2, 2004.

A motion was made by Supervisor Collins and seconded by Supervisor Zabel **“to pay the bills over \$10,000 for period ending August 2, 2004”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 12 -- Closing Roll Call.

Present: Van Den Heuvel, Graves, Nicholson, Theisen, Krueger, Haefs, Erickson, Zima, Evans, Vander Leest, Johnson, Dantine, Frohna, Collins, Beyl, Backmann, Fleck, Van Deurzen, Clancy, Moynihan, Zabel, Scray, Hinz, Lund

Excused: Kaye, Fewell

Total Present: 24 Total Excused: 2

No. 13 -- ADJOURNMENT TO WEDNESDAY, SEPTEMBER 15, 2004, AT 7:00 P.M., LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

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

DARLENE K. MARCELLE
Brown County Clerk