

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
AUGUST 20, 2003

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 20, 2003, at 7:00 p.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered at the regular monthly meeting:

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Antonneau, Graves, Nicholson, Gower, Miller, Haefs, Hansen, Kaye, Zima, Evans, Johnson, Vanden Plas, Kuehn, Collins, Daul, Van Deurzen, Fleck, Clancy, Moynihan, Watermolen, Schadewald, Simons, Lund, Fewell

Absent: Vander Leest, Marquardt

Supervisor Vander Leest was present but his button wasn't working properly.

Total Present: 25 Total Absent: 1

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

A motion was made by Supervisor Daul and seconded by Supervisor Vander Leest **“to adopt the agenda as revised.”** Vote taken. Motion carried unanimously with no abstentions.

No. 2 -- Approval of minutes of County Board Meeting of July 16, 2003.

A motion was made by Supervisor Antonneau and seconded by Supervisor Nicholson **“to approve the minutes of July 16, 2003.”** Vote taken. Motion carried unanimously with no abstentions.

No. 3 -- Announcements by Supervisors.

Supervisor Moynihan spoke on what he believes is a “disjointed” agenda tonight. He stated his reasoning for saying this is because minutes of several special committee meetings and amount of late communications before the County Board this evening. He added this is very cumbersome to the office staff. Supervisor Moynihan brought the County Board’s attention to County Ordinance 2.13(4b) and asked that the County Board review that as a resource for future meetings.

Supervisor Collins asked County Board members to bring their attention to a paper on their desks. This paper has State Statutes, highlighted in yellow, which refers to the Stadium District Statutes.

Supervisor Daul announced the Brown County Fair was terrific; approximately 31,000 people attended the Fair. She commended the families that were involved as well as the many individuals. Supervisor Daul suggested sending a commendation to the Fair Association for a job well done. She also encouraged people to become a member of the Fair Association, which only costs \$10.00 per membership.

No. 4 -- Communications. None.

No. 5 -- Late Communications.

No. 5a -- From Supervisor Clancy to have the Executive Committee compile a list of cuts by other Counties to relieve the property tax burden.

Refer to Executive Committee.

No. 5b -- From Supervisor Fleck requesting that space be set aside in the proposed New Veterans Administration Clinic in Green Bay, Wisconsin for the Brown County Veterans Service Officer and his staff.

Refer to Administration Committee and Human Services Committee.

No. 5c -- From Supervisor Schadewald requesting that the Corporation Counsel attend the next Administration Committee meeting and explain the legal requirements of the Brown County Code concerning hiring practices and provide details on what should be done if the County Code is violated.

Refer to Administration Committee.

No. 5d -- From Supervisor Schadewald requesting that the County Executive provide a report on the progress of the negotiations with the Oneida Indian Nation for a successor agreement to the one that expires this year.

Refer to Executive Committee.

No. 5e -- From Supervisor Schadewald requesting that the County Executive and County Board submit 2004 budget proposals that do not exceed the 2003 tax levy for each department. This is the third request for a proposed budget from the County Executive.

Refer to Executive Committee.

No. 5f -- From Supervisor Nicholson requesting the presence of a representative from the Health Department to be present at the next Human Services Committee meeting in regards to Health Department Policy and enforcement of health inspections pertaining to violations and citations.

Refer to Human Services Committee.

No. 5g -- From Supervisor Nicholson requesting the county board office be reorganized as follows:

- 1. The position of executive secretary to the county board is abolished effective immediately.**
- 2. That the position of county board assistant is established to encompass a) research on behalf of the county board; b) lobbying on behalf of the county; and c) administrative duties for the board of supervisors.**
- 3. The position requires a minimum of a four-year college degree, preferably in a field related to the tasks of government.**
- 4. The current executive secretary to the board of supervisors is welcome to re-apply for the new position.**
- 5. The wages for the new position shall be \$40,000 per year + normal county benefits.**

Refer to Executive Committee.

No. 5h -- From Supervisor Collins requesting appointments to boards and committees be made with consideration of females and minorities in selecting members.

Refer to Diversity Council.

No. 6 -- Appointments by County Executive.

No. 6a -- Appointment of Supervisor Kevin Kuehn and reappointment of Chris Sorrells, Tom Madigan and Mary Remiker to Emergency Medical Services Council.

Supervisor Haefs made a motion seconded by Supervisor Miller **“to adopt Item #6a thru #6f.”** Voice vote passed.

Supervisor Johnson asked for separation so Supervisor Haefs withdrew his motion.

At this time Chairman Simons announced each appointment would be taken separately.

Supervisor Zima asked to separate the individuals in item #6a. At this time Supervisor Zima made a motion seconded by Supervisor Kaye **“to refer Supervisor Kuehn’s appointment to the Emergency Medical Services Council back to Public Safety Committee.”** Vote taken. Chairman Simons explained a “yes” vote means you are in favor of a referral. Roll Call #6a(1):

Ayes: Hansen, Kaye, Zima, Johnson, Vanden Plas, Daul, Fleck, Clancy, Watermolen, Schadewald, Fewell

Nays: Antonneau, Graves, Nicholson, Gower, Miller, Haefs, Evans, Vander Leest, Kuehn, Collins, Van Deurzen, Moynihan, Simons, Lund

Absent: Marquardt

Total Ayes: 11 Total Nays: 14 Absent: 1

Motion defeated to refer.

A motion was made by Supervisor Schadewald and seconded by Supervisor Evans **“to confirm Supervisor Kuehn’s appointment”.** Vote taken. Roll Call #6a(2):

Ayes: Antonneau, Graves, Nicholson, Gower, Miller, Haefs, Evans, Vander Leest, Kuehn, Collins, Van Deurzen, Fleck, Clancy, Moynihan, Schadewald, Simons, Lund, Fewell

Nays: Hansen, Kaye, Zima, Johnson, Vanden Plas, Daul, Watermolen

Absent: Marquardt

Total Ayes: 18 Total Nays: 7 Absent: 1

Motion carried to approve the appointment of Kevin Kuehn.

A motion was made by Supervisor Haefs and seconded by Supervisor Miller **“to approve the appointments of 6a.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 6b -- Appointment of Carlene Felmer and John Blazei and reappointment of Representative Judy Krawczyk, Paul Soquet and Dr. Donald Burno to New Zoo Advisory Committee.

A motion was made by Supervisor Schadewald and seconded by Supervisor Kaye **“to approve the appointment of 6b.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 6c -- Appointment of Richard Huxford and reappointment of Richard Nell to Adjustment Board.

A motion was made by Supervisor Haefs and seconded by Supervisor Schadewald **“to approve the appointment of 6c.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 6d -- Appointment of Wes Garner and reappointment of Neil McKloskey, Peter Thillman and Ron Antonneau to Harbor Commission.

A motion was made by Supervisor Haefs and seconded by Supervisor Nicholson **“to approve the appointment of 6d.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 6e -- Appointment of Ron Antonneau to Planning Commission.

A motion was made by Supervisor Haefs and seconded by Supervisor Kaye **“to approve the appointment of 6e.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 6f -- Appointment of Supervisor Tom Lund, Dave Nelson, Curt Van Erem and Randy Wescott to Human Services Board.

A motion was made by Supervisor Daul and seconded by Supervisor Van Deurzen **“to approve the appointment of 6f.”** Voice vote taken. Supervisor Evans abstained on approval of Curt Van Erm only. Remainder of appointments carried unanimously with no abstentions.

Board of Supervisors Committee as a Whole

No. 6g -- Appointment of Giles Tassoul, Ed Prunty and Dr. Thomas Koehler to Professional Football Stadium District.

A motion was made by Supervisor Haefs and seconded by Supervisor Kuehn **“to approve the above appointments.”**

Supervisor Fewell asked for a point of information. Supervisor Fewell asked Corporation Counsel if he would explain the last sentence of 229.822 sub. 3 regarding: diversity on District Board, and if the three officials of governing bodies (Green Bay, Ashwaubenon, Brown County) must confirm?

Corporation Counsel replied that the laws say they must only confer to discuss the subject matter – not individual appointments.

Vote taken on original motion to approve. Roll Call #6g(2):

Ayes: Antonneau, Graves, Nicholson, Gower, Miller, Haefs, Zima, Evans, Vander Leest, Johnson, Kuehn, Daul, Van Deurzen, Moynihan, Simons, Lund

Nays: Hansen, Kaye, Vanden Plas, Collins, Fleck, Clancy, Watermolen

Abstain: Schadewald, Fewell

Absent: Marquardt

Total Ayes: 16 Total Nays: 7 Abstain: 2 Absent: 1

Motion carried to approve the appointments to the Professional Stadium District Board.

No. 7a -- Report by County Executive.

County Executive, Carol Kelso, introduced her two new department heads: Jeff Landin, Director, Department of Administration and Bill Dowell, Facilities Director.

Ms. Kelso thanked Supervisor Daul for her work on the County Fair. She also recognized the Parks Department and Judy Knudsen for all their efforts in the Fair's success.

Ms. Kelso explained she and staff are scrutinizing the Millennium bills and all added up correctly. She added that Millennium has been contacted and notified their project is discontinued.

County Executive Kelso has been in contact with the Oneidas. The Oneidas have requested Brown County to hold off contract negotiations until they finalize their contract with Outagamie County.

County Executive Kelso said we are on schedule with the budget. She said she plans to start the budget process earlier next year to avoid such a tight time frame. She commended the staff and department heads for their cooperation in working with a difficult budget.

Ms. Kelso explained she would wait to see which site is decided upon for the Veterans Medical Center. She realizes a "one stop shopping" is advantageous to our veterans and she is working hard on this issue.

County Executive Kelso added she has met with the DNR and EPA on the PCB issue. She explained the timing of the PCB dredging would be a 5-10 year span. She said it appears Brown County may not be involved for up to a year; however, we will be kept informed and up to date.

County Executive Kelso said her staff met with State employees at Madison to discuss the implications and wisdom of regionalizing the MHC. They were advised to act cautiously because by 2005 Brown County must have a plan in place to deinstitutionalize developmentally disabled residents who are currently living at the Mental Health Center. The state is saying we must put the ICFMR residents (developmentally disabled) back into the community whenever possible. However, Ms. Kelso added that this isn't the cheapest cost for the county to provide care for them. But she said we must and will comply with the State laws.

In regards to filling the position of Human Services Director, County Executive Kelso explained the first round of candidates was not especially strong and new applications are being reviewed.

No. 7b -- Report by Board Chairman. None.

No. 8 -- Other Reports.

No. 8a -- TREASURER'S FINANCIAL REPORT FOR THE MONTH OF FEBRUARY 2003

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 28, 2003:

Associated Bank	\$ 11,920,799.00
Wisconsin Development Fund	(188,941.46)
Sweep Account (Repurchase Agreements)	0.00
Deposits in Transit	41,591.49
Emergency Fund	(48,953.72)
Non-sufficient Fund Checks Redeposited	(151.38)
PBA Sweep Account	(466,398.00)
Deposit Adjustment	0.00
Bank Error(s)	0.00
Total	<u>11,257,945.93</u>
Less Outstanding Checks	(2,569,687.82)
Other Reconcilable Items	0.00
Balance Per Cash Book	\$ 8,688,258.11

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 28, 2003:

Year-to-Date Interest Received – Prior Month	\$ 175,079.56
Interest Received – Current Month	<u>197,970.73</u>
Year-to-Date Interest Received on Unrestricted Funds	\$ 373,050.29
Working Capital Reserves Invested	\$ 119,920,482.47
Restricted Investments	<u>14,602,726.53</u>
Total Funds Invested	\$ 134,523,209.00

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of FEBRUARY 28, 2003 and the statement of investments for the month of FEBRUARY have been compared and examined, and found to be correct.

 /s\ Kerry M. Blaney
County Treasurer

A motion was made by Supervisor Schadewald and seconded by Supervisor Vanden Plas “to adopt the report.” Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: /s\ Carol Kelso, County Executive Date: 9/3/2003

No. 9 -- Standing Committee Reports.

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF AUGUST 7, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on August 7, 2003, and recommends the following motions:

1. Review minutes of:
 - a. Housing Authority (6/16/03).
Receive and place on file.
2. Report from Keith Pamperin, Administrator for Brown County Housing Authority on the Brown County Housing Voucher Choice Program. No action.
3. Communication from Supervisor John Gower regarding: Termination of contractual relationship with Millennium Architects. (Referred to Administration, Human Services and Executive Committees from July County Board.) Hold for one month until the contract is reviewed and have Corporation Counsel at meeting to answer any questions on it.
4. Communication from Supervisor Jane Hansen regarding: Department heads be in attendance at all Administration Committee meetings until County Board budget meeting of November 10, 2003. (Referred from July County Board.) Receive and place on file.
5. Communication from Supervisor Pat Collins regarding: Independent Audit Reviewing Out-of-County Patients at Mental Health Center. Hold for one month.
6. Communication from Supervisor Pat Collins regarding: Review of alleged security breach in the County Executive Office. (Held from previous meeting.) Hold for one month.
7. County Clerk – Green Bay Press Gazette and Green Bay News Chronicle bids for the next 2-year term (July 1, 2003 to June 30, 2005). Accept lowest bid for publishing Brown County Board proceedings.
8. Treasurer – Financial Report for February 2003. Receive and place on file.
9. Treasurer – Opening of Tax Deed bids.
 - a. Accept the bid of \$150 on HB-956.
 - b. Reconsider.
 - c. Deny bid on HB-956, based on the fact that it did not meet the specifications.
 - d. Accept bid of \$4,000 for property VP-903-A by Allen Canning Company.
10. Human Resources Monthly Committee Report (July, 2003). Receive and place on file.
11. Human Resources – Communication from Supervisor Rick Schadewald regarding: request investigation by Administration Committee into procedures used by County Executive to hire a new Administration Department head. (Referred from July County Board.) No action.

- County Board meetings. (Referred back to Executive Committee from July County Board.) Request that County Board Executive Secretary or her designee attend County Board meetings.
8. Communication from Supervisor Vander Leest regarding: Executive and Administration Budget. Receive and place on file.
 9. Follow up on Communication from Supervisor Pat Collins regarding: reorganization of the County Departments of Executive, Administration and Board. Hold until January 2004.
 10. Communication from Supervisor Steve Fewell regarding: Organizational Chart for County Executive Office. Receive and place on file.
 11. Resolution regarding: Authority to Execute a 2002-2003 Labor Agreement with Shelter Care Employees Local 1901-F, AFSCME, AFL-CIO. Committee approved. See Resolutions, Ordinances August County Board.
 12. Ordinance regarding: To Amend Section 3.23 of the Brown County Code of Ordinances relating to Internal and External Audit Finding. Committee approved. See Resolutions, Ordinances August County Board.
 13. **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.
 - a) Go into closed session.
 - b) Return to regular order of business.
 - c) No action taken.

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

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

Date: 9/3/2003

No. 9d -- REPORT OF SPECIAL EXECUTIVE COMMITTEE OF AUGUST 18, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in special session on August 18, 2003 and recommends the following motions:

1. Communication from Supervisor Collins regarding: Obtaining Expert Advice on Proposed 2004 budget. Receive and place on file.
2. Communication from Supervisor Steve Fewell regarding: Table of Organization of Corporation Counsel. Receive and place on file.
3. Resolution regarding: Repealing Previous Resolutions Establishing a Combined Human Resources Department with the City of Green Bay and Changing the Brown County

- Human Resources Table of Organization. Committee approved. See Resolutions, Ordinances August County Board.
4. Resolution regarding: Mandate Waiver Request Relating to the Nursing Home Bed Assessment. Committee approved. (Executive Committee and Human Services Committee.) See Resolutions, Ordinances August County Board.
 5. Resolution regarding: Creating an Additional Grant-Funded County Bioterrorism Coordinator Position in the Health Department of Table of Organization. (Executive Committee and Human Services Committee.) (Held until next month.)
 6. Memorandum from Supervisor Rob Miller regarding: Review of Human Services Department.
 - a. Refer this back to Human Services Committee. Ayes: 3 (Fewell, Hansen, Kaye); Nays: 3 (Antonneau, Simons, Moynihan, Jr.); Abstain: 1 (Daul). Motion Failed.
 - b. Approve the Request. Unanimous.

A motion was made by Supervisor Daul 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: 9/3/2003

No. 9d(i) -- REPORT OF SPECIAL EXECUTIVE COMMITTEE OF AUGUST 20, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in special session on August 20, 2003 and recommends the following motions:

1. Resolution regarding: Resolution Awarding the sale of \$6,000,000 General Obligation Airport Improvement Bonds, Series 2003A, providing the form of the bonds; and levying a tax in connection therewith. Committee approved. See Resolutions, Ordinances August County Board.
2. Resolution regarding: Resolution Awarding the sale of \$5,360,000 General Obligation Corporate Purpose Bonds, Series 2003B, providing the form of the bonds; and levying a tax in connection therewith. Committee approved. See Resolutions, Ordinances August County Board.

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

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 9/3/2003

No. 9e -- **REPORT OF HUMAN SERVICES COMMITTEE OF JULY 16, 2003**

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on July 16, 2003 and recommends the following motions:

1. Review minutes of:
 - a) Human Services Board (6/5/2003).
 - b) Veterans' Recognition Subcommittee (6/10/03).
 - c) Children with Disabilities Education Board (6/14/03).
 - d) Community Options Program Appeals Committee (6/23/03).
 - e) Community Options Program Planning Committee (6/23/03).
 - f) Aging Resource Center (6/27/03).
 - g) Homeless Issues and Affordable Housing Subcommittee (6/17/03).

Approve items a-g.
2. Communication from Supervisor Miller with five questions regarding the Mental Health Center. Communications #2, #3, and #4 have written responses from Mental Health Center staff provided to the committee. Ayes: 3 (Miller, Evans, Zima); Nays: 2 (Fleck, Clancy); Excused: 2 (Fewell, Collins). Motion Carried.
3. Communication from Supervisor Miller regarding: Justification of a new Mental Health Center in Brown County. Same motion for nos. 2, 3, and 4.
4. Communication from Supervisor Miller regarding: Four questions to Human Services Department. Same motion for nos. 2, 3, and 4.
5. Communication from Supervisor Collins regarding: Support for maintaining the current level of the Veterans Service Office.
 - a) Refer this communication back to writer until such time he can bring forward a communication that is something that we can befittingly consider at this board. Ayes: 3 (Miller, Evans, Zima); Nays: 4 (Fewell, Collins, Clancy, Fleck). Motion Failed.
 - b) Receive and place on file.
6. Human Services Department – Brown County Inpatient Costs for 2002. (Interim Human Services Director not present for discussion of this item.)
7. Human Services Department – Fixed versus Variable Cost at Mental Health Center. (Interim Human Services Director not present for discussion of this item.)
8. Human Services Department – 2003 Budget Forecast. (Interim Human Services Director not present for discussion of this item.)
9. RFP from Brendan Bruss as requested at June 18, 2003 meeting regarding: Communication from Supervisor Fewell regarding: Request for review of Human Services operational delivery system. Receive and place on file.
10. Audit of bills. Bills audited.

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

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

Date: 9/3/2003

No. 9f -- REPORT OF A PORTION OF HUMAN SERVICES COMMITTEE OF AUGUST 18, 2003

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on August 18, 2003 and recommends the following motions from a portion of the committee meeting:

1. Appointment of Tom Lund, Dave Nelson, Curt Van Erem and Randy Wescott to Human Services Board. Committee approved. See Appointments August County Board.
2. Resolution regarding: Mandate Waiver Request Relating to the Nursing Home Bed Assessment. (Executive Committee and Human Services Committee.) Committee approved. See Resolutions, Ordinances August County Board.
3. Resolution regarding: Creating an Additional Grant-Funded County Bioterrorism Coordinator Position in the Health Department Table of Organization. (Held for one month.)

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

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

Date: 9/3/2003

No. 9g -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF AUGUST 14, 2003

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 August 14, 2003, and recommends the following motions:

Land Conservation Subcommittee

1. Land and Water Plan schedule and process (Table C attachment, Wisconsin Runoff Pollution Rules Summary). Receive and place on file.

2. Annual Land Conservation Fall Tour (set up). Receive and place on file.
3. Director's report. Receive and place on file.

Planning, Development and Transportation Committee

1. Notice of Public hearing to consider the proposed issuance of \$6,000,000 Brown County, Wisconsin, General Obligation Airport Improvement Bonds.
 - a) Public Hearing Closed.
2. Airport Director's report. No action.
3. Review minutes of:
 - a) Harbor Commission (6/2/03).
 - b) Planning Commission Board of Directors (7/9/03).Receive and place on file items a-b.
4. Appointment of Wes Garner and reappointment of Neil McKloskey, Peter Thillman and Ron Antonneau to Harbor Commission. Committee approved. See Appointment August County Board.
5. Appointment of Supervisor Ron Antonneau to Planning Commission. Committee approved. See Appointment August County Board.
6. Appointment of Richard Huxford and reappointment of Richard Nell to Adjustment Board. Committee approved. See Appointment August County Board.
7. Register of Deeds – Review of budget. Receive and place on file.
8. Highway – Communication from Supervisors Pat Collins and Mary Marquardt regarding: Requesting that the Allouez Avenue project be reevaluated and added to the 2003 Capital Bonding resolution. Receive and place on file.
9. Highway – Commissioner's report. Receive and place on file.
10. Zoning – State Audit of County POWTS program. Receive and place on file.
11. Zoning – Director's report. Receive and place on file.
12. Port and Solid Waste – Update of transfer station in Village of Hobart. No action.
13. Port and Solid Waste – Report of Tri-County Waste Agreement. Receive and place on file.
14. Port and Solid Waste – Resolution regarding: Authorizing Submittal of a Grant Application for a Household Hazardous Waste Collection Program Grant. Withdraw this item from the agenda.
15. UW-Extension – Review of Budget. Tabled.
16. UW-Extension – Director's report. Receive and place on file.
17. Survey – Communication from Supervisor Tom Lund regarding: Request for a County Board Resolution to Support Town of Suamico annexation to Village of Suamico. Request Corporation Counsel draw up a resolution supporting the annexation of the Town of Suamico to the Village of Suamico, and for Brown County to become a petitioner to the Resolution because of the amount of county-owned land in the remnant town.
18. Survey – Task Force to study Survey Department. Accept the nominations of the members.

19. Survey – Letter of appreciation to Les Van Horn for his years of service. Have Chairwoman Alice Daul and Nancy Anderson draft a letter of appreciation to Mr. Less Van Horn for his years of service and dedication.
20. Audit of bills. Pay the bills.

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

Supervisor Daul stated item #14 was withdrawn along with resolution #10f. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 9/3/2003

No. 9h -- REPORT OF PUBLIC SAFETY COMMITTEE REPORT OF AUGUST 6, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on August 6, 2003, and recommends the following motions:

1. Review minutes of:
 - a) Fire Investigation Task Force General Membership (4/10/03).
 - b) Fire Investigation Task Force Board of Directors (5/8/03).
 - c) Local Emergency Planning Committee (LEPC) (7/8/03).Receive and place on file items a-c.
2. Circuit Courts Security Committee Second Quarter Report (June 30, 2003). Receive and place on file.
3. Appointment of Supervisor Kevin Kuehn and reappointment of Chris Sorrells, Tom Madigan and Mary Remiker to Emergency Medical Services Council.
 - a) Approve appointments of Sorrells, Madigan and Remiker to EMS Council.
 - b) Refer appointment of Supervisor Kuehn back to County Executive for reconsideration. Ayes: 2 (Zima, Kaye); Nays: 1 (Nicholson); Excused: 1 (Watermolen); Absent when vote was taken: 1 (Gower). Motion Carried.
 See Appointments August County Board.
4. Communication from Supervisors Keith Watermolen and Harold Kaye regarding: Reconsideration of Motion on Public Safety Committee meeting of July 2, 2003. Hold for one month.
5. Discussion regarding: Parking at the courthouse. Refer to Facilities Management for further research and review.
6. State Criminal Alien Assistance Program (SCAAP). Support the request.
7. Medical Examiner – Budget review with regard to \$10,000 cut and impact of cut on Brown County government services. No action.
8. Medical Examiner – Budget review with regard to 10% cut in 2004 budget and impact on services. Receive and place on file.

9. District Attorney – Report from District Attorney regarding: Providing Information pertaining to rates for paper services. (From previous meeting.) Refer to September meeting.
10. District Attorney – Budget review with regard to \$10,000 cut and impact of cut on Brown County government services. No action.
11. District Attorney – Budget review with regard to 10% cut in 2004 budget and impact on services. Accept report.
12. Volunteers in Probation – Review of statistics and volunteer report. Receive and place on file.
13. Volunteers in Probation – Discussion regarding: Funding issues for VIP and Teen Court (Jill Diedrich and Jane Specht). Receive and place on file.
14. Public Safety Communications – Public Safety Communications Department Review. (Melanie Falk, Human Resources). Receive and place on file.
15. Public Safety Communications – Update on advertising for Public Safety Communications Manager and Director Positions. Receive and place on file.
16. Sheriff – Communication from Supervisor Tom Lund regarding: Request Sheriff’s Department to list police department telephone numbers for all communities contracted with County for services. (Referred from July County Board.) Receive and place on file.
17. Sheriff – Discussion regarding: Charitable solicitations by the Brown County Sheriff’s Department. (As requested by Supervisor Zima from previous meeting.) Refer to Corporation Counsel to develop a resolution prohibiting solicitation of public money.
18. Sheriff – Key Factor Report 2003 with Jail Average Daily Population by month and Overtime by expenditures by division/session 2003 – actual through 6/30/03. Receive and place on file.
19. Sheriff – Overtime for Captain Konrath and Lt. Steffen for calendar Year 2003 (through 7/19/03). Held from previous meeting. Receive and place on file, to continue with the overtime reports, and to commend the Sheriff for a job well done as reflected in his report.
20. Sheriff department staff report update (Melanie Falk, Human Resources). Receive and place on file.
21. Sheriff’s Report and Update on Pulaski Contract. Receive and place on file.
22. Audit of bills. Pay the bills.
23. **Closed Session:** Contemplated closed session pursuant to Section 19.85(1)(c) Wis. Stats. considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, Public Safety Communications Department. (No Closed Session Held.)

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

Approved by: \s\ Carol Kelso, County Executive

Date: 9/3/2003

No. 10 -- Resolutions, Ordinances

No. 10a -- RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2002-2003 LABOR AGREEMENT WITH SHELTER CARE EMPLOYEES LOCAL 1901-F, AFSCME, AFL-CIO

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with Shelter Care Employees Local 1901-F, AFSCME, AFL-CIO for the years 2002 and 2003, effective January 1, 2002, which agreement shall provide the following major changes from the 2000-2001 labor agreement.

The County proposes the predecessor contract with the following changes:

1. 147, 151, 271, 583, 658, 660, 665, 667
Delete "Administrator" and insert "Unit Supervisor".
2. ARTICLE 4. WAGES
 - A. Wages: amend to reflect appropriate year.
Wage Proposal – 3% ATB effective 1/1/02 and 3% ATB effective 1/1/03.
 - C. Wisconsin Retirement System:
The WRS contribution will be increased commensurate with wage increases.
3. ARTICLE 10. HOLIDAYS

Exchange of one personal leave day for health insurance changes.
*Prorated from time insurance changes implemented.
4. ARTICLE 18. SICK LEAVE

Modify Line 376-377 to read as follows:

Employees hired prior to (*the date of ratification of this agreement*) are eligible for the sick leave accumulation and may, by voluntary enrollment, elect to participate in the casual/short term disability plan instead of the sick leave plan. All employees covered by sick leave shall earn sick leave which shall accrue at the rate of eight (8) hours of sick leave for each calendar month of service.

5. ARTICLE 21. INSURANCE

The Basic Plan shall continue to be offered through the term of this agreement. The union will not object to the use of the plan being subject to acknowledgement by the employee that they have read and understood the attached document.

Effective 1/1/03, or as soon thereafter as the plans can be implemented, amend the premium contributions on all plans to 5%.

The HSP Plan shall be amended effective 1/1/03, or as soon thereafter as the plans can be implemented, in the following manner:

Nervous and Mental coverage shall be upgraded to that of the PPO.

All plans will be amended as follows:

Effective 1/1/03, or as soon thereafter as the plans can be implemented the requirement for pre-certification for first ten out patient therapies shall be eliminated in all plans;

\$25.00 penalty for non-emergency use of the emergency room;

3 tier formulary for RX (20%, 20%, 20% + \$15.00) with the understanding that under the mandatory generic program that Brown County has implemented for all settled contracts, members are required to use a generic drug if available. If the member or the physician chooses to use a brand name drug rather than a generic, the member will be responsible for the 20% co-payment PLUS pay the difference between the generic drug price and the brand name drug price. The only exception to paying the difference in the cost (or the penalty cost difference) between the generic and the brand is if a member's physician provides documentation that all generic drugs within a category were tried and failed. If documentation is received, the member may receive a brand drug at the brand co-pay (without penalty) on subsequent prescriptions.

Likewise, under the new 3 tier formulary, if a member has medical necessity for using a non-preferred brand name drug over a preferred brand name drug and if a member's physician provides documentation that all generic and preferred brand drugs within a category were tried and failed, the member may receive a non-preferred brand at the preferred brand co-pay on subsequent prescriptions.

Life Insurance

Line 549:

.... Earnings rounded *up* to the next \$1000.00.

U & C SETTLEMENT

Delete Lines 573 to 575.

6. ARTICLE 22. UNION ACTIVITY

Add the following after line 587:

The Local 1901 AFSCME, AFL-CIO Staff Representative shall notify the Shelter Care Unit Supervisor, in writing, of the name of the stewards soon after certification of the steward by the union.

No more than one steward shall be present at the grievance and/or disciplinary procedure as set-forth in ARTICLE 25. GRIEVANCE PROCEDURE-DISCIPLINARY PROCEDURE of this Agreement.

A second steward may accompany a newly certified steward and may be present at the grievance and/or disciplinary procedure as set-forth in ARTICLE 25. GRIEVANCE PROCEDURE-DISCIPLINARY PROCEDURE of this Agreement for a period not to exceed six (6) months.

7. ARTICLE 30. DURATION

2 year agreement.

8. NEW ARTICLE: CASUAL DAYS/SHORT TERM DISABILITY LEAVE/BANKED SICK LEAVE/LONG TERM DISABILITY

Part-time employees enrolled in the Casual Day/Disability Plan will be subject to pro-ration of benefits based on posted hours.

All employees who commence employment with the award of a regular posting on or after (Date of ratification of this agreement) will be automatically enrolled in the Casual Day/Disability Plan. On-call employees employed prior to (Date of ratification of this agreement), and awarded a regular posting on or after (date of ratification of this agreement), will be automatically enrolled in said plan. Any employee who transfers from a regular posting to on-call status will no longer be eligible for the Casual Day/Disability Plan. Upon the employee starting another posting, the employee will need to complete an additional six (6) months of service to be eligible for the Disability Leave benefit.

CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of each calendar year, employees shall be paid at their

existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

Employees hired on or before June 30 will earn prorated casual days at a rate of one-half (1/2) day for each full month worked up to six (6) months for a total of three (3) days and then shall receive one-half (1/2) day per month for each full month remaining in the calendar year up to a maximum of two (2) additional full days. Employees hired on or after July 1 will not earn casual days during the initial calendar year in which they were employed. However, upon successful completion of six (6) months of employment, the employee shall receive five (5) casual days for the calendar year following the year of their hire.

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

Casual days may be taken in fifteen (15) minute increments for purposes of required dental and medical care. Doctor and dentist appointments should be limited to a reasonable number of hours from work.

Casual days and banked sick leave may be used by an employee who is injured on the job to supplement his/her short term disability benefits in an amount which will equal regular pay. Such banked sick leave may be used only after casual days are exhausted.

SHORT TERM DISABILITY LEAVE

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

- On the job accidents or injuries of the employee – first day coverage at 75% of regular pay until the start of long-term disability coverage (doctor certificate required.)
- Sickness or an off the job accident or injury of the employee – coverage after three (3) work days at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).

All claims for disability benefits must be submitted to the County Human Resources Department. Claims arising out of sickness or an off the job accident or injury must be submitted within four (4) work days of the initial absence. Claims must include a statement indicating the day the employee first became disabled, the nature of the disability, and the employee's anticipated date of return. The Human Resources Department, within its discretion, may request from the employee's physician, a written certificate indicating the first day of disability, the reason for the employee's disability,

and the anticipated length of such disability in the event the employee is absent for a period of more than three (3) work days. The employee agrees to waive the foregoing requirement under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability, employees will fill out any required forms, furnished by the employer, for proper recording of disability leave.

In order to qualify for disability benefits, an employee must report to the immediate supervisor or other management designated employee at least two (2) hours prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of occurrence. It is understood by both parties that employees are expected to notify the employer at the earliest practicable time but no less than two (2) hours prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.

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

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

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

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

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

Employees may use banked sick days to supplement the above coverage and such days may be used only after casual days are exhausted.

BANKED SICK LEAVE

Employees employed by Brown County prior to ratification of this contract, upon enrollment in this plan, will have sick leave accumulated "banked" in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account. Fifty percent (50%) of an employee's unused accumulated banked sick leave, up to a maximum of 90 days (maximum payout – 45 days) shall be paid upon eligibility for retirement or Social Security benefits.

LONG TERM DISABILITY

Long-term disability – Brown County's Long Term Disability (LTD) Plan provides for eligible employees, employees who hold a 10 hour per week posting or more (25% employment), to receive two-thirds pay after 180 days of disability to age 65 with offsets for Social Security Disability benefits, Wisconsin Retirement System disability benefits and workers compensation benefits.

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

e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and remains off work until he reaches 180 days in a 12 month rolling period, which is September 30, 2000, 180 days from April 1, 2000.

Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30, 1999. Tom again goes off on STD for the same or related illness on September 15, 1999. On February 13, 2000 Tom's STD benefits would expire.

STD is intended to normally be utilized by an employee for up to 180 days. It is recognized that this is a benefit of indeterminate duration.

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

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

Agreeable as an option upon acceptance of remainder of the offer.

9. ARTICLE 29. MILEAGE

Amend Line 755 to read:

“paid at the established IRS rate effective at the time the reimbursement is paid”.
Effective prospective of the signing of this contract.

10. EXISTING MEMORANDUMS:

Upon voluntary settlement, willing to re-sign the following Memorandums:

<u>On-Call Employees</u>	re-sign
<u>Tuition Assistance Program</u>	re-sign
<u>Breaks</u>	re-sign
<u>On-Call Employees (Probationary Period)</u>	delete
<u>Mandatory Overtime Policy</u>	re-sign

11. NEW MEMORANDUMS:

Enrollment Periods

The following memorandum of understanding is established between Brown County and Local 1901F, AFSCME, AFL-CIO, representing the Brown County Shelter Care employees.

It is agreed that the guidelines will be followed in respect to the Casual Day/Disability Plan:

1. Voluntary enrollment – all regular employees employed and holding a posting which was awarded prior to (*date of ratification of this agreement*), will be given the opportunity to elect a voluntary enrollment in order to transfer from the sick leave accrual provision of Article 18, Sick Leave, to the Casual Day/Disability Plan during the published enrollment periods and will be subject to the appropriate transfer upon the published effective qualification date. Such dates shall be:

The following is an example only; actual enrollment dates would be contingent upon settlement of the contract:

<u>Enrollment Date</u>	<u>Effective Qualification Date</u>
2003 7/1/03 through 12/15/03	1/1/04
2004 1/1/04 through 6/15/04	7/1/04
7/1/04 through 12/15/04	1/1/05

2. Employees hired before (*date of ratification of this agreement*), who are not enrolled in the Casual Day/Disability Plan will not be eligible for any provisions of the Casual Day/Disability Plan.
3. Employees who are enrolled in the Casual Day/Disability Plan, either by voluntary or automatic enrollment, cannot at any time elect to change to or revert back to the sick leave accrual provision of Article 18, Sick Leave, nor utilize any provisions of Article 17, Worker's Compensation.
4. Employees who are enrolled in the Casual Day/Disability Plan and who have sick leave hours banked according to the provisions of the Casual Day/Disability article will be able to utilize Article 18, Sick Leave, only in respect to section(s): (e) eligibility for sick leave, (f) effect on termination of employment, and (g) sick leave on holidays, when using banked sick leave.

Agreeable upon acceptance of remainder of the offer.

Qualification for Sick Leave Benefits:

In order to qualify for Sick Leave Benefits, an employee must report to the immediate supervisor or other management designated employee at least two (2) hours prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of the occurrence. It is understood by both parties that employees are expected to notify the employer at the earliest practicable time but no less than two (2) hours prior to the

positions. Officials and employees shall not exceed their authority or breach the law or ask others to do so.”

(2) Authority and Responsibilities.

(a) Internal Auditor.

1. The Internal Auditor shall have authority to access, with or without notice, all records, books or other documents relating to county expenditures/expenses, revenues operations and structure. Likewise, the Internal Auditor shall have unrestricted access to county personnel and facilities.

2. The Internal Auditor shall have the exclusive authority to determine the content (findings, conclusions, recommendations, etc.,) and format of any audit or special project assigned to the Internal Auditor for completion.

3. The Internal Auditor shall have the following responsibilities:

a) Soliciting input into the development of the annual audit plan from the County Board, County Executive, and administrative officials.

b) Submitting an annual audit plan (including organization and activity, objectives, and time required) to the Board Chairman, Director of Administration, and Executive Committee by November 1 of each year.

c) Submitting any requests for special audits, projects or changes to the annual audit plan to the Board Chairman, Director of Administration, and Executive Committee.

d) Conducting performance audits, as approved by the Executive Committee, of offices, departments, agencies, special districts, and other governmental organizations within the jurisdiction of the County Board.

e) Evaluating the adequacy of management and financial accounting systems and controls.

f) Appraising and verifying the accuracy of management and financial records, statements and reports.

g) Reporting to the Executive Committee any irregularities or failures to comply with legal or administrative policies.

h) Coordinating and monitoring audits performed by public accounting or other organizations.

- i) Completing follow-up on recommendations made by the county's external auditors to determine whether the recommendations have been implemented.
 - j) Maintaining freedom from personal or external impairments to independence and maintain an independent attitude and appearance.
 - k) Maintaining as work papers sufficient, competent and relevant evidential matters (gathered through interviews, inspections, observations, inquiries, and confirmation) to afford a reasonable basis for conclusions and recommendations regarding the management and operation of the audited entity.
 - l) Providing records to the public consistent with open records laws and maintaining confidential information separate from nonconfidential information.
 - m) Preparing audit results in writing and maintaining a balanced perspective considering any unusual difficulties or circumstances faced by the operating officials concerned.
 - n) Providing a draft to Board Chairman, Director of Administration, Board Vice Chairman and auditee management for verification of factual accuracy and development of responses within time lines established by the Internal Auditor.
 - o) Submitting the audit report and auditee responses to the Executive Committee.
 - p) Performing quarterly follow-up reviews to determine the status of audit recommendations and reporting such to the Executive Committee.
 - q) Reporting progress on the annual audit plan to the Executive Committee on a quarterly basis.
 - r) Performing all audit work in accordance with Generally Accepted Government Auditing Standards, as promulgated by the United States General Accounting Office.
- (b) County Board Chair and Director of Administration.
1. The County Board Chairman and Director of Administration shall both have authority to oversee the Internal Auditor (e.g., approval of work schedule, vacation requests, etc., approval of time card, ad completion of performance planning and review documents for presentation to and approval of the Executive Committee), but final decision-making authority rests with the Chair.
 2. The County Board and Director of Administration shall both have the following responsibilities:

- a) Assuring the integrity and independence of the internal audit function by addressing any comments or concerns regarding any audit to the Executive Committee.
- b) Acting as supervisor of the Internal Auditor by completing necessary administrative tasks, but final supervisory authority rests with the Chair.
- c) Executive Committee.
 - 1. The Executive Committee shall have the authority to hire and discharge the Internal Auditor, subject to confirmation by affirmative vote of two-thirds of the County Board, in case of both hire and discharge.
 - 2. The Executive committee shall have exclusive authority to recommend to the County Board acceptance or rejection of audit recommendations and auditee responses.
 - 3. The Executive Committee and Board Chairman shall have the following responsibilities:
 - a) Reviewing and approving the annual audit plan.
 - b) Reviewing and approving requests for special audits or projects and any changes to the annual audit plan.
 - c) Reviewing concurrently audits and auditee responses thereto.
 - d) Accepting or rejecting auditee responses to audit recommendations. If the Executive Committee rejects an auditee response, it shall request that the auditee appear before the Committee to resolve the differences.
 - e) Taking any action, within its authority, to properly resolve the audit findings.
 - f) Auditee Management.
 - 1. Auditee management shall have the authority to draft audit responses.
 - 2. Auditee management shall have the following responsibilities:

- a) Cooperating with the Internal Auditor and providing access to records, books, documents, personnel and facilities and verifying factual accuracy of audit reports as requested by the Internal Auditor.
- b) Drafting audit responses within time lines established by the Internal auditor to indicate which of the following courses of action will be taken:
 - 1) Implementing procedures and/or policies to eliminate the deficiencies or produce the suggested improvements disclosed in the management letter (state procedures and policies).
 - 2) Develop an implementation plan and timetable to correct the deficiencies or procedure the suggested improvements disclosed in the management letter (note step-by-step procedures and timetables).
 - 3) Recommend audit recommendations not be considered for implementation at this time for the following reasons (state reasons). They are being studied and will be considered at a future date (disclose date).
 - 4) Concluding that the audit recommendations are not valid or cost effective and do not warrant management action for the following reasons (state reasons).
- c) Appearing before the Executive Committee, upon request, to clarify written responses to audits and resolve any differences arising out of the Committee's rejection of an audit response.
- d) Implementing actions in response to audit findings.

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

Respectfully submitted,
EXECUTIVE COMMITTEE

WHEREAS, on July 16, 2003, the County Board of Brown County, Wisconsin (the "County") adopted an Initial Resolution authorizing the issuance of general obligation bonds in an aggregate amount not to exceed \$6,000,000 for the purpose of paying the cost of airport concourse renovation and expansion (the "Project");

WHEREAS, the County deems the Project to be within its powers to undertake and therefore to be a public purpose as defined in Section 67.04(2) of the Wisconsin Statutes;

WHEREAS, the Director of Administration of the County and the County's financial advisor, Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin ("Baird") discussed the tentative timetable and other details with respect to the proposed bond issue and the County directed Baird to take the necessary steps to sell the proposed bond issue;

WHEREAS, an Official Notice of Sale (a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference) has been prepared and distributed setting forth the details of and the bid requirements for the aforesaid general obligation airport improvement bonds which provided that the general obligation airport improvement bonds would be offered for public sale on August 20, 2003; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, it has been determined that the bid proposal submitted by A. G. Edwards and Sons, Inc., St., Louise, Missouri, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. A copy of said bid is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the Count that:

Section 1. Award of the Bonds. The bid proposal of A. G. Edwards & Sons, Inc. St. Louis, Missouri (the "Purchaser") is hereby accepted, said proposal offering to purchase the \$6,000,000 Brown County General Obligation Airport Improvement Bonds, Series 2003A (the "Bonds") for the sum of FIVE MILLION NINE HUNDRED FORTY THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND FORTY-FIVE CENTS (\$5,940,495.45), plus accrued interest to the date of delivery, resulting in a net interest cost of THREE MILLION FIVE HUNDRED ONE THOUSAND EIGHT HUNDRED TWENTY EIGHT DOLLARS AND SEVENTY-TWO CENTS (\$3,501,828.72) and a true interest rate of 4.7453%. The Bonds bear interest as follows:

<u>Serial Bonds</u>		
<u>Year</u>	<u>Principal Amount</u>	<u>Interest</u>
2004	\$200,000	5.250%
2005	175,000	5.250
2006	100,000	5.250
2007	135,000	5.250
2008	160,000	5.250
2009	200,000	3.250
2010	250,000	3.550
2011	275,000	3.850
2012	300,000	4.000
2013	325,000	4.100
2014	350,000	4.300
2015	360,000	4.400
2016	385,000	4.500
2017	400,000	4.650
2018	425,000	4.750
2019	450,000	4.850

<u>Term Bond</u>		
<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$1,510,000	5.000%

Section 2. Designation of Purchaser as Agent. The County hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Bonds. The Bonds shall be designated “General Obligation Airport Improvement Bonds, Series 2003A”; shall be dated September 1, 2003, shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature both serially and in term maturities on November 1 of each year, in the years and principal amounts as set forth above. Interest is payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year.

Section 4A. Optional Redemption Provisions. At the option of the County, the Bonds maturing on November 1, 2014, and thereafter shall be subject to redemption prior to maturity on November 1, 2013 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4B. Mandatory Redemption Provisions. The Bonds maturing on November 1, 2022 (the “Term Bonds”) are also subject to mandatory sinking fund redemption, in part, on November 1 of each of the years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. As and for

a sinking fund for the redemption of the Term Bonds, the County shall cause to be deposited in the Debt Service Fund Account (created below) a sum which is sufficient to redeem the following principal amounts of such Term Bonds plus accrued interest to the redemption date:

2002 Term Bonds

<u>Year</u>	<u>Amount</u>
2020	\$485,000
2021	500,000
2022 (maturity)	525,000

The County hereby calls the Term Bonds for redemption on the dates and in the amounts set forth above and directs its Fiscal Agent appointed below to take the necessary steps to cause the Term Bonds to be redeemed on the dates and amounts set forth above and to give appropriate notice of said redemption to the Depository in whose name the Bonds are registered.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years and amounts as follows:

<u>Levy Year</u>	<u>Amount</u>	<u>Levy Year</u>	<u>Amount</u>
2003	522,046.67	2013	534,327.50
2004	440,540.00	2014	529,277.50
2005	356,352.50	2015	538,437.50
2006	386,102.50	2016	536,112.50
2007	404,015.00	2017	542,512.50
2008	435,615.00	2018	547,325.00
2009	479,115.00	2019	560,500.00
2010	495,240.00	2020	551,520.00
2011	509,652.50	2021	551.250.00
2012	522,652.50		

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 7. Debt Service Fund Account. There is hereby established in the County treasury a fund account separate and distinct from every other County fund or account designated "Debt Service Fund Account for \$6,000,000 Brown County General Obligation Airport

Improvement Bonds, Series 2003A, dated September 1, 2003". There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Construction Fund. The proceeds of the Bonds (the "Bond Proceeds") herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bonds.

Section 9. Arbitrage Covenant. The County shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bonds (the "Closing"), would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the County hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from the Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code of Regulations.

The County Clerk, or other officer of the County charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the County, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the County regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate. The County hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the County to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 11. Persons Treated as Owners; Transfer of Bonds. The fiscal agent appointed in Section 14 hereof shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of said fiscal agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, said fiscal agent shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and said fiscal agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. Said fiscal agent shall cancel any Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the County Board Chairperson and County Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County maintained by said fiscal agent at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and the County Clerk has executed such Letter of Representation and delivered it to the DTC on behalf of the County.

Section 13. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the County by the manual or facsimile signatures of the County Board Chairperson and County Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 14. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate which the County will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

Section 16. Approval of Issuance. The County Board, on behalf of the County, approves the issuance of the Bonds for purposes of Section 147(f) of the Code.

Section 17. Bond Insurance. The Purchaser will obtain insurance upon the Bonds from MBIA Insurance Corporation, Armonk, New York ("MBIA"), which will issue its municipal bond insurance policy with respect to the Bonds. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, if necessary, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions and requirements of MBIA.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall not affect any provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

EXHIBIT A

OFFICIAL NOTICE OF SALE

\$6,000,000

BROWN COUNTY, WISCONSIN

GENERAL OBLIGATION AIRPORT IMPROVEMENT BONDS, SERIES 2003A

DATED: SEPTEMBER 1, 2003

(The Series 2003A Bonds Are Subject To The Alternative Minimum Tax.)

SEALED BIDS will be received by the County Clerk, Brown County, Wisconsin for all but no part of its \$6,000,000 General Obligation Airport Improvement Bonds, Series 2003A, in the office of Robert W. Baird & Co. Incorporated, Public Finance Department, 28th Floor, 777 East Wisconsin Avenue, Milwaukee, WI 53202, the County's financial advisor, until 10:30 a.m. (Central Time) on:

August 20, 2003

At which time the bids will be publicly opened and read. The bids should be directed to the County Clerk and plainly marked "Bid for Bonds". Bids may be faxed to Robert W. Baird & Co. Incorporated at (414) 298-7354, or submitted electronically via BairdAuction, as described below, as long as the good faith check, required below, has been received by the County or its Financial Advisor at or before the time of opening of the bids or the bidder complies with the financial surety bond provisions discussed below. A meeting of the County Board will be held on August 20, 2003 for the purpose of taking action on such bids as may be received.

The Bonds will be dated September 1, 2003, and will mature serially on November 1 of each year, in the years and principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2004	200,000	2014	350,000
2005	175,000	2015	360,000
2006	100,000	2016	385,000
2007	135,000	2017	400,000
2008	160,000	2018	425,000
2009	200,000	2019	450,000
2010	250,000	2020	485,000
2011	275,000	2021	500,000
2012	300,000	2022	525,000
2013	325,000		

Interest is payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year.

Bids for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds, provided that no serial bond may mature on or after the first mandatory

sinking fund redemption date of any term bonds. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify "Last Year of Serial Maturities" and "Years of Term Maturities" in the spaces provided on the Bid Form.

At the option of the County, the Bonds maturing on November 1, 2014 and thereafter shall be subject to redemption prior to maturity on November 1, 2013 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered only in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. A single Bond certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases will be made in book-entry form only pursuant to the rules and procedures established between DTC and its participants, in the principal amount of \$5,000 and integral multiples thereof. Individual purchasers will not receive certificates evidencing their ownership of the Bonds purchased. The successful bidder shall be required to deposit the Bond certificates with DTC as a condition to delivery of the Bonds. Associated Trust Company, National Association, Green Bay, Wisconsin will act as the paying agent and will make payments of principal and interest on the Bonds on the dates set forth above, to DTC or its nominee as paying agent of the Bonds in next-day funds. Transfer of said payments to participants of DTC will be the responsibility of DTC; transfer of said payments to beneficial owners by DTC participants will be the responsibility of such participants and other nominees of beneficial owners all as required by DTC rules and procedures. No assurance can be given by the County that DTC, its participants and other nominees of beneficial owners will make prompt transfer of said payments as required by DTC rules and procedures. The County assumes no liability for failures of DTC, its participants or other nominees to promptly transfer said payments to beneficial owners of the Bonds.

In the event that the securities depository relationship with DTC for the Bonds is terminated and the County Board does not appoint a successor depository, the County Board will prepare, authenticate and deliver, at its expense, fully registered certificate Bonds in the denominations of \$5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

The Bonds are general obligations of the County. The principal of and interest on the Bonds will be payable from ad valorem taxes, which may be levied without limitation as to rate or amount upon all of the taxable property located in the County. However, see "Pending Levy Limit Legislation" in the Preliminary Official Statement for a discussion of proposed levy limit Legislation and its affect, if enacted, on taxes levied to pay debt service on the Bonds. The Bonds shall be issued for the purpose of paying the cost of airport concourse renovation and expansion.

The County will not designate the Bonds as “qualified tax-exempt obligations” under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bids must be submitted either: (1) to Robert W. Baird & Co. as set forth herein; or (2) electronically via the BairdAuction website at www.BairdAuction.com, in accordance with the Rules of BairdAuction and this Official Notice of Sale. No provider of electronic bidding services other than BairdAuction will be accepted. If any provisions in this Notice conflict with the Rules of BairdAuction, this Notice shall control. For further information about BairdAuction, including any fee charged and registration requirements, potential bidders may contact Robert W. Baird & Co., 28th Floor, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Ms. Tonia Morris, Assistant Vice President (414) 765-3827. The County assumes no responsibility or liability for bids submitted through BairdAuction.

To bid by BairdAuction, bidders must first visit the BairdAuction website where, if they have never registered with MuniAuction or one of its private label websites, they can register and then request admission to bid on the Bonds. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid.

An electronic bid shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed bid delivered to the County. The County shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, BairdAuction, the use of such facilities being the sole risk of the prospective bidder.

The “Rules of BairdAuction” can be viewed on the BairdAuction website and are incorporated herein by reference. Bidders must comply with the Rules of BairdAuction in addition to the requirements of this Official Notice of Sale. In the event the Rules of BairdAuction conflict with this Official Notice of Sale, this Official Notice of Sale shall prevail.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the County, as described in this Official Notice of Sale and in the written form of Official Bid Form. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the form of Official Bid Form.

Bids will be received on an interest rate basis in integral multiples of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of interest rates may be bid but the spread between the highest and lowest interest rates shall not exceed Two Percent (2%). All Bonds of the same maturity shall bear the same interest rate. No bid for less than \$5,940,000 or Ninety-nine Percent (99%) of the principal amount of the Bonds plus accrued interest to the date of delivery will be considered. The Bonds shall be awarded to a responsible bidder whose proposal results in the lowest true interest cost to the County (the “Purchaser”).

A Good Faith Deposit (“Deposit”) in the form of a certified check or cashier’s check or a Financial Surety Bond payable to the County Clerk in the amount of One Hundred Twenty Thousand Dollars (\$120,000) is required for each bid to be considered. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Wisconsin, and such bond must be submitted to the County or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Bond, the Purchaser is required to submit its Deposit to the County or its Financial Advisor in the form of a cashier’s check (or wire transfer such amount as instructed by the County or its Financial Advisor) not later than 3:30 p.m. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the issuer.

The Bonds shall be delivered in typewritten form, one Bond per maturity, to the Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately forty-five (45) days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within sixty (60) days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon.

The successful bidder will be furnished without cost, the unqualified approving legal opinion of Godfrey & Kahn, S.C. of Milwaukee, Wisconsin, Bond Counsel. However, see “Pending Levy Limit Legislation” in the Preliminary Official Statement for a discussion of proposed levy limit legislation and its affect, if enacted prior to Bond closing, on the opinion of Bond Counsel with respect to taxes levied to pay debt service on the Bonds. A transcript of the proceedings relative to the issuance of the Bonds (including a No-litigation Certificate and a Continuing Disclosure Certificate) shall be furnished to the successful bidder without cost. CUSIP numbers will appear on the typewritten Bonds. The successful bidder will be responsible for the cost of obtaining CUSIP numbers.

Simultaneously with or before delivery of the Bonds, the successful bidder shall furnish to the County a certificate, made on the best knowledge, information and belief of the successful bidder, acceptable to bond counsel, stating the initial reoffering prices to the public of each maturity of the Bonds and further stating that a substantial amount of the Bonds was sold to the public or final purchasers thereof (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below such initial reoffering prices together with such other information as may be required by the County to enable it to determine the “issue price” of the Bonds awarded to such bidder as defined in Section 1274 of the Internal Revenue Code of 1986.

Upon the sale of the Bonds, the County will publish a Final Official Statement in substantially the same form as the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the County will provide the successful bidder (i.e., the sole underwriter or the senior managing underwriter of the syndicate to which the Bonds are awarded) 50 copies of the Final Official Statement without cost.

In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to the Award Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

The County shall designate the successful bidder as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter, if any. Each underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the County (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all participating Underwriters of the Bonds, if any, for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

The successful bidder agrees to supply to the County all necessary pricing information and any Participating Underwriter identification necessary to complete the Final Official Statement within 24 hours after the award of the Bonds. Additional copies of the Final Official Statement may be purchased from Robert W. Baird & Co. Incorporated up to three months following the sale of the Bonds.

The County Board reserves the right to reject any and all bids and to waive any and all irregularities.

The internet address for the Preliminary Official Statement is: www.BairdAuction.com. Copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to: ROBERT W. BAIRD & CO. INCORPORATED, 777 East Wisconsin Avenue, 28th Floor, Milwaukee, Wisconsin, 53202, Attention: Tonia G. Morris (414) 765-3827 or:

P. Terry Haut
Finance Manager
Brown County
305 East Walnut Street
Green Bay, WI 54301-5027
(920) 448-4046

EXHIBIT B

Brown County
Results of Competitive Bids

\$6,000,000 General Obligation Airport Bonds, Series 2003A
Bids Taken at 10:30 A.M. CST
Wednesday, August 20, 2003

<u>Rank</u>	<u>Bidder</u>	<u>Purchase Price</u>	<u>Net Interest Cost</u>	<u>True Interest Rate</u>
1	A.G. Edwards & Sons, Inc.	\$5,940,495.45	\$3,501,838.72	4.7453%
2	UBS Financial Services (Paine Webber)	\$5,942,364.40	\$3,681,734.77	4.9793%
3	U.S. Bancorp Piper Jaffray		PASSED	

EXHIBIT C

BID FORM

August 20, 2003

BROWN COUNTY, WISCONSIN

\$6,000,000 General Obligation Airport Improvement Bonds, Series 2003A

Ms. Carol Kelso, County Executive
Members of the County Board
BROWN COUNTY
305 East Walnut Street
Green Bay, Wisconsin 54305-3600

Dear Ms. Kelso and Members of the County Board:

For all but no part of your issue of \$6,000,000 General Obligation Airport Improvement Bonds, Series 2003, said bid being for not less than \$5,940,000 (99.0% of par), we offer to pay a price of \$ 5,940,495.45 plus accrued interest from September 1, 2003, the dated date, to the date of delivery. The Bonds shall bear interest as follows:

<u>Year</u>	<u>Rate</u>	<u>Year</u>	<u>Rate</u>	<u>Year</u>	<u>Rate</u>
2004	5.25%	2011	3.85%	2018	4.75%
2005	5.25%	2012	4.00%	2019	4.85%
2006	5.25%	2013	4.10%	2020	5.00%
2007	5.25%	2014	4.30%	2021	5.00%
2008	5.25%	2015	4.40%	2022	5.00%
2009	3.25%	2016	4.50%		
2010	3.55%	2017	4.65%		

Designation of Serial and Term Maturities

Last year of Serial Maturities 2019

Years of Term Maturities 2020 - 2022

This bid is made subject to all the terms and conditions of the Official Notice of Sale heretofore received and the Notice of Sale, heretofore published, all terms and conditions which are made a part hereof as fully as though set forth in full in this bid.

There is enclosed herewith a certified or cashier's check for \$120,000 payable to the County Clerk OR; a Financial/Surety Bond in the amount of \$120,000 has been provided for and evidence of same will be delivered on the sale date to accompany this bid form.

\s\ A. G. Edwards & Sons
Managing Underwriter

Direct Contact and Phone Number: Jim Pratt (314) 955-3500

By: \s\ Jim Pratt

Please attach a list of account members

For your information, but not as a condition of this bid, the above interest rates result in:

Net Interest Cost: \$ 3,501,828.72

True Interest Rate: 4.7453%

The foregoing offer is hereby accepted this 20th day of August, 2003 by the Members of the County Board and in recognition therefore is signed by the Officers empowered and authorized to make such acceptance.

County Executive

County Clerk

EXHIBIT D

UNITED STATES OF AMERICA
STATE OF WISCONSIN

REGISTERED BROWN COUNTY, WISCONSIN
NO. R- _____ GENERAL OBLIGATION AIRPORT IMPROVEMENT BONDS, SERIES 2003A

ORIGINAL DATE OF
MATURITY DATE: ISSUE: INTEREST RATE: CUSIP:
NOVEMBER 1, 20 __ _____, 2003 ._____% 115511_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that Brown County, Wisconsin (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States by Associated Trust Company, National Association, Green Bay, Wisconsin, the fiscal agent appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Bond Registrar. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$6,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Chapter 67, Wisconsin Statutes for the purpose of paying the cost of airport concourse renovation and expansion, all as authorized by resolutions of the County Board duly adopted by said governing body at meetings held on July 16, 2003, and August 20, 2003. Said resolutions are recorded in the official minutes of the County Board for said dates.

At the option of the County, the Bonds maturing on November 1, 2014 and thereafter are subject to redemption prior to maturity on November 1, 2013 or on any date thereafter. Said Bonds are redeemable as a whole or in part from maturities selected by the County and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

The term bonds maturing November 1, 2022 are subject to mandatory sinking fund redemption, in part, on November 1 of each of the years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>2022 Term Bonds</u>	
<u>Year</u>	<u>Amount</u>
2020	\$485,000
2021	\$500,000
2022 (maturity)	\$525,000

Before the redemption (whether mandatory or optional) of any of the Bonds, as long as the Bonds are in book-entry-only form, the County shall direct the Bond Registrar to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Bond Registrar. In the event that the Depository does not continue to act as depository for the Bonds, and the County Board appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the Bond Registrar, in exchange therefore and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Bond Registrar shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The County and the Bond Registrar may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, Brown County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified County Board Chairperson and County Clerk; and to be sealed with its official or corporate seal, all as of the 1st day of September, 2003.

SEAL

BROWN COUNTY, WISCONSIN
By: /s/ Kenneth J. Simons
County Board Chairperson

SEAL

By: /s\ Darlene K. Marcelle
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____
_____, Legal Representative, to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm)

(Authorized Officer)

(Depository or its Nominee Name)

NOTICE: The above-named Depository or
its Nominee Name must correspond with the
name as it appears upon the face of the
within Bond in every particular, without
alteration or enlargement or any change
whatever.

EXHIBIT E
FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered in this ___ day of September, 2003, by and
between Brown County, Wisconsin (the "County"), and Associated Trust Company, National
Association, a national banking association with trust powers located in Green Bay, Wisconsin
(the "Agent").

WITNESSETH:

WHEREAS, the County has authorized the borrowing of the sum of SIX MILLION
DOLLARS (\$6,000,000) pursuant to Section 67.05, Wisconsin Statutes, and resolutions adopted
by the County Board on July 16, 2003 and August 20, 2003 and has authorized the issuance and
sale of \$6,000,000 principal amount of general obligation airport improvement bonds to evidence
such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation
Airport Improvement Bonds, Series 2003A"; shall be dated September 1, 2003; shall bear
interest at the rates set forth below; and shall mature serially and as term bonds on November 1
of each year, in the years and principal amounts as follows;

<u>Serial Bonds</u>		
<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2004	200,000	-.____ %
2005	175,000	-.____ %
2006	100,000	-.____ %
2007	135,000	-.____ %
2008	160,000	-.____ %
2009	200,000	-.____ %
2010	250,000	-.____ %
2011	275,000	-.____ %
2012	300,000	-.____ %
2013	325,000	-.____ %
2014	350,000	-.____ %
2015	360,000	-.____ %
2016	385,000	-.____ %
2017	400,000	-.____ %
2018	425,000	-.____ %
2019	450,000	-.____ %
<u>Term Bonds</u>		
<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	1,510,000	-.____ %

Interest shall be payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the County has authorized the appointment of the Agent as Fiscal Agent of the County for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

I. APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A-1 which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

V. REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month

next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

VIII. REDEMPTION NOTICE

In the event the County exercises its option to redeem the Bonds prior to maturity, as long as the Bonds are in book-entry-only form, the County shall direct the Bond Registrar to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall not longer be deemed to be outstanding.

IX. MANDATORY REDEMPTION OF TERM BONDS

The Obligations maturing on November 1, 2022 (the “Term Bonds”) are subject to mandatory sinking fund redemption, in part, on November 1 of each of the years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date:

<u>2022 Term Bonds</u>	
<u>Year</u>	<u>Amount</u>
2020	\$485,000
2021	\$500,000
2022 (maturity)	\$525,000

The Fiscal Agent is hereby directed to given notice of said redemption to the Depository in the same manner as is required for optional redemptions under Section VIII hereof.

X. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company’s Book-Entry-Only system is to be utilized for the obligations. The Fiscal Agent agrees to comply with the provisions of the attached Blanket

Issuer Letter of Representation which has been executed and delivered to The Depository Trust company by the County.

XI. TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

XII. STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

XIII. FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B-1 and incorporated herein by this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

XIV. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

(b) Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a success Fiscal Agent by an instrument in writing

executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if an, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more full and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

(c) Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

BROWN COUNTY, WISCONSIN

(SEAL)

By: /s/ Kenneth J. Simons
County Board Chairperson

(Anston Road), CTH "FF" (Hillcrest Drive) and CTH "S", "MM" and "P" bridge projects (not to exceed \$4,654,000);

WHEREAS, the County deems the projects identified in the foregoing initial resolutions to be within its powers to undertake and therefore to be public purpose as defined in Section 67.04(2) of the Wisconsin Statutes;

WHEREAS, the County Board hereby finds and determines that the general obligation bond issues heretofore authorized shall be combined, issued and sold as a single issue of general obligation corporate purpose bonds in the aggregate principal amount of \$5,360,000;

WHEREAS, the Director of Administration of the County and the County's financial advisor, Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin ("Baird") discussed the tentative timetable and other details with respect to the proposed bond issue and the County directed Baird to take the necessary steps to sell the proposed bond issue;

WHEREAS, an Official Notice of Sale (a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference) has been prepared and distributed setting forth the details of and the bid requirements for the aforesaid general obligation corporate purpose bonds which provided that the general obligation corporate purpose bonds would be offered for public sale on August 20, 2003; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, it has been determined that the bid proposal submitted by Banc One Capital Markets, Inc., Chicago, Illinois, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. A copy of said bid is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Award of the Bonds. The bid proposal of Banc One Capital Markets, Inc., Chicago, Illinois, (the "Purchaser") is hereby accepted, said proposal offering to purchase the \$5,360,000 Brown County General Obligation Corporate Purpose Bonds, Series 2003B (the "Bonds") for the sum of FIVE MILLION THREE HUNDRED SEVENTY THOUSAND THREE HUNDRED SEVENTEEN DOLLARS AND SEVENTY FIVE CENTS (\$5,370,317.75), plus accrued interest to the date of delivery, resulting in a net interest cost of ONE MILLION SEVEN HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS AND EIGHT CENTS (\$1,723,558.08) and a true interest rate of 3.6757%. The Bonds bear interest as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2004	260,000	3.000%
2005	285,000	3.000
2006	290,000	3.000
2007	300,000	3.000
2008	355,000	3.000
2009	365,000	3.000
2010	375,000	3.250
2011	385,000	3.500
2012	395,000	3.650
2013	405,000	3.700
2014	355,000	3.800
2015	375,000	3.900
2016	390,000	4.000
2017	405,000	4.100
2018	420,000	4.200

Section 2. Designation of Purchaser as Agent. The County hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

Section 3. Terms of the Bonds. The Bonds shall be designated “General Obligation Corporate Purpose Bonds, Series 2003B”; shall be dated September 1, 2003, shall be in the denomination of \$5,000 or any integral multiple thereof; and shall mature on November 1 of each year, in the years and principal amounts as set forth above. Interest is payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year.

Section 4. Redemption Provisions. At the option of the County, the Bonds maturing on November 1, 2014, and thereafter shall be subject to redemption prior to maturity on November 1, 2013 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years and amounts as follows:

<u>Levy Year</u>	<u>Amount</u>	<u>Levy Year</u>	<u>Amount</u>
2003	480,120.83	2011	502,362.50
2004	465,875.00	2012	497,945.00
2005	462,325.00	2013	432,960.00
2006	463,625.00	2014	439,470.00
2007	509,625.00	2015	439,845.00
2008	508,975.00	2016	439,245.00
2009	508,025.00	2017	437,640.00
2010	505,837.50		

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein.

Section 7. Debt Service Fund Account. There is hereby established in the County treasury a fund account separate and distinct from every other county fund or account designated “Debt Service Fund Account for 45,360,000 Brown County General Obligation Corporate Purpose Bonds, Series 2003B, dated September 1, 2003”. There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

Section 8. Construction Fund. The proceeds of the Bonds (the “Bonds Proceeds”) herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created above) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Bonds.

Section 9. Arbitrage Covenant. The County shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bonds (the “Closing”), would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the County hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from the Bond Proceeds or from any other

resource, will not be used or invested in a manner which would cause the Bonds to be “arbitrage bonds” within the meaning of the Code or Regulations.

The County Clerk, or other officer of the County charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the County, for inclusions in the transcript of proceedings, setting forth the reasonable expectations of the County regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax Exempt Obligation Status. The County hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the County to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Board or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

The County hereby covenants that it is a governmental unit with general taxing powers and that the Bonds are not “private activity bonds” as defined in Section 141 of the Code.

The County hereby designates the Bonds to be “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the County Clerk or other officer of the County charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the County as of the date of delivery and payment for the Bonds.

Section 11. Persons Treated as Owners; Transfer of Bonds. The fiscal agent appointed in Section 14 hereof shall keep books for the registration and for the transfer of the Bonds. The

person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of said fiscal agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, said fiscal agent shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and said fiscal agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. Said fiscal agent shall cancel any Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the County Board Chairperson and County Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County maintained by said fiscal agent at the close of business on the corresponding record date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York (“DTC”), the County has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and the County Clerk has executed such Letter of Representation and delivered it to the DTC on behalf of the County.

Section 13. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the County by the manual or facsimile signatures of the county Board Chairperson and County Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 14. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County’s registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the “Fiscal Agent”). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate which the County will execute and deliver on the Closing Date. Any Bondholder may taken such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

Section 16. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

EXHIBIT A

OFFICIAL NOTICE OF SALE

\$5,360,000

BROWN COUNTY, WISCONSIN

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2003B

DATED: SEPTEMBER 1, 2003

SEALED BIDS will be received by the County Clerk, Brown County, Wisconsin for all but no part of its \$5,360,000 General Obligation Corporate Purpose Bonds, Series 2003B, in the office of Robert W. Baird & Co., Incorporated, Public Finance Department, 28th Floor, 777 East Wisconsin Avenue, Milwaukee, WI 53202, the County's financial advisor, until 10:30 a.m. (Central Time) on:

August 20, 2003

at which time the bids will be publicly opened and read. The bids should be directed to the County Clerk and plainly marked "Bid for Bonds". Bids may be faxed to Robert W. Baird & Co. Incorporated at (414) 298-7354, or submitted electronically via BairdAuction, as described below, as long as the good faith check, required below, has been received by the County or its Financial Advisor at or before the time of opening of the bids or the bidder complies with the financial surety bond provisions discussed below. A meeting of the County Board will be held on August 20, 2003 for the purpose of taking action on such bids as may be received.

The Bonds will be dated September 1, 2003, and will mature serially on November 1 of each year, in the years and principal amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2004	260,000	2012	395,000
2005	285,000	2013	405,000
2006	290,000	2014	355,000
2007	300,000	2015	375,000
2008	355,000	2016	390,000
2009	365,000	2017	405,000
2010	375,000	2018	420,000
2011	385,000		

Interest is payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year.

Bids for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds, provided that no serial bond may mature on or after the first mandatory sinking fund redemption date of any term bonds. All term bonds shall be subject to mandatory sinking fund redemption and must conform to the maturity schedule set forth above at a price of par plus accrued interest to the date of redemption. In order to designate term bonds, the bid must specify “Last Year of Serial Maturities” and “Years of Term Maturities” in the spaces provided on the Bid Form.

At the option of the County, the Bonds maturing on November 1, 2014 and thereafter shall be subject to redemption prior to maturity on November 1, 2013 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered only in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Bonds. A single Bond certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases will be made in book-entry form only pursuant to the rules and procedures established between DTC and its participants, in the principal amount of \$5,000 and integral multiples thereof. Individual purchasers will not receive certificates evidencing their ownership of the Bonds purchased. The successful bidder shall be required to deposit the Bond certificates with DTC as a condition to delivery of the Bonds. Associated Trust Company, National Association, Green Bay, Wisconsin will act as the paying agent and will make payments of principal and interest on the Bonds on the dates set forth above, to DTC or its nominee as paying agent of the Bonds in next-day funds. Transfer of said payments to participants of DTC will be the responsibility of DTC; transfer of said payments to beneficial owners by DTC participants will be the responsibility of such participants and other nominees of beneficial owners all as required by DTC rules and procedures. No assurance can be given by the County that DTC, its participants and other nominees of beneficial owners will make prompt transfer of said payments as required by DTC rules and procedures. The County assumes no liability for failures of DTC,

its participants or other nominees to promptly transfer said payments to beneficial owners of the Bonds.

In the event that the securities depository relationship with DTC for the Bonds is terminated and the County Board does not appoint a successor depository, the County Board will prepare, authenticate and deliver, at its expense, fully registered certificate Bonds in the denominations of \$5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

The Bonds are general obligations of the County. The principal of and interest on the Bonds will be payable from ad valorem taxes, which may be levied without limitation as to rate or amount upon all of the taxable property located in the County. However, see "Pending Levy Limit Legislation" in the Preliminary Official Statement for a discussion of proposed levy limit legislation and its affect, if enacted, on taxes levied to pay debt service on the Bonds. The Bonds shall be issued for the purpose of paying the costs of constructing and equipping a new golf course clubhouse, paying the cost of park improvements and paying the cost of renovation of the Greenleaf Shop Facility and highway and bridge improvements including the CTH "A" (Nicolet Drive), CTH "EA" (Eastern Arterial), CTH "V" (Lime Kiln Road), CTH "PP", CTH "U", CTH "F" (Scheuring Road), CTH "U" (Anston Road), CTH "FF" (Hillcrest Drive) and CTH "S", "MM" and "P" Bridge projects.

The County will designate the Bonds as "qualified tax-exempt obligations" under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bids must be submitted either: (1) to Robert W. Baird & Co. as set forth herein; or (2) electronically via the BairdAuction website at www.BairdAuction.com, in accordance with the Rules of BairdAuction and this Official Notice of Sale. No provider of electronic bidding services other than BairdAuction will be accepted. If any provisions in this Notice conflict with the Rules of BairdAuction, this Notice shall control. For further information about BairdAuction, including any fee charged and registration requirements, potential bidders may contact Robert W. Baird & Co., 28th Floor, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Ms. Tonia Morris, Assistant Vice President (414) 765-3827. The County assumes no responsibility or liability for bids submitted through BairdAuction.

To bid by BairdAuction, bidders must first visit the BairdAuction website where, if they have never registered with MuniAuction or one of its private label websites, they can register and then request admission to bid on the Bonds. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid.

An electronic bid shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed bid delivered to the County. The County shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, BairdAuction, the use of such facilities being the sole risk of the prospective bidder.

The “Rules of BairdAuction” can be viewed on the BairdAuction website and are incorporated herein by reference. Bidders must comply with the Rules of BairdAuction in addition to the requirements of this Official Notice of Sale. In the event the Rules of BairdAuction conflict with this Official Notice of Sale, this Official Notice of Sale shall prevail.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the County, as described in this Official Notice of Sale and in the written form of Official Bid Form. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the form of Official Bid Form.

Bids will be receive on an interest rate basis in integral multiples of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of interest rates may be bid but the spread between the highest and lowest interest rates shall not exceed Two Percent (2%). All Bonds of the same maturity shall bear the same interest rate. No bid for less than \$5,360,000 or One Hundred Percent (100%)(a par bid) of the principal amount of the Bonds plus accrued interest to the date of delivery will be considered. The Bonds shall be awarded to a responsible bidder whose proposal results in the lowest true interest cost to the County (the “Purchaser”).

A Good Faith Deposit (“Deposit”) in the form of a certified check or cashier’s check or a Financial Surety Bond payable to the County Clerk in the amount of One Hundred Seven Thousand Two Hundred Dollars (\$107,200) is required for each bid to be considered. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Wisconsin, and such bond must be submitted to the County or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Purchaser utilizes a Financial Surety Bond, the Purchaser is required to submit its Deposit to the County or its Financial Advisor in the form of a cashier’s check (or wire transfer such amount as instructed by the County or its Financial Advisor) not later than 3:30 p.m. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the issuer.

The Bonds shall be delivered in typewritten form, one Bond per maturity, to the Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately forty-five (45) days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within sixty (60) days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon.

The successful bidder will be furnished without cost, the unqualified approving legal opinion of Godfrey & Kahn, S.C. of Milwaukee, Wisconsin, Bond Counsel. However, see

“Pending Levy Limit Legislation” in the Preliminary Official Statement for a discussion of proposed levy limit legislation and its affect, if enacted prior to Bond closing, on the opinion of Bond Counsel with respect to taxes levied to pay debt service on the Bonds. A transcript of the proceedings relative to the issuance of the Bonds (including a No-litigation Certificate and a Continuing Disclosure Certificate) shall be furnished to the successful bidder without cost. CUSIP numbers will appear on the typewritten Bonds. The successful bidder will be responsible for the cost of obtaining CUSIP numbers.

Simultaneously with or before delivery of the Bonds, the successful bidder shall furnish to the County a certificate, made on the best knowledge, information and belief of the successful bidder, acceptable to bond counsel, stating the initial reoffering prices to the public of each maturity of the Bonds and further stating that a substantial amount of the Bonds was sold to the public or final purchasers thereof (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below such initial reoffering prices together with such other information as may be required by the County to enable it to determine the “issue price” of the Bonds awarded to such bidder as defined in Section 1274 of the Internal Revenue Code of 1986.

Upon the sale of the Bonds, the County will publish a Final Official Statement in substantially the same form as the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the County will provide the successful bidder (i.e., the sole underwriter or the senior managing underwriter of the syndicate to which the Bonds are awarded) 50 copies of the Final Official Statement without cost.

In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to the Award Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

The County shall designate the successful bidder as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter, if any. Each underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the County (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all participating Underwriters of the Bonds, if any, for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

The successful bidder agrees to supply to the County all necessary pricing information and any Participating Underwriter identification necessary to complete the Final Official Statement within 24 hours after the award of the Bonds. Additional copies of the Final Official Statement may be purchased from Robert W. Baird & Co. Incorporated up to three months following the sale of the Bonds.

The County Board reserves the right to reject any and all bids and to waive any and all irregularities.

The internet address for the Preliminary Official Statement is: www.BairdAuction.com. Copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to: ROBERT W. BAIRD & CO. INCORPORATED, 777 East Wisconsin Avenue, 28th Floor, Milwaukee, Wisconsin, 53202, Attention: Tonia G. Morris (414) 765-3827 or:

P. Terry Haut, Finance Manager
Brown County
305 East Walnut Street
Green Bay, WI 54301-5027
(920) 448-4046

EXHIBIT B

BROWN COUNTY
RESULTS OF COMPETITIVE BIDS
\$5,360,000 General Obligation Corporate Purpose Bonds, Series 2003B
Bids Taken at 10:30 A.M. CST
Wednesday, August 20, 2003

<u>Rank</u>	<u>Bidder</u>	<u>Premium</u>	<u>Net Interest Cost</u>	<u>True Interest Rate</u>
1	Banc One Capital Markets, Inc.	\$10,317.75	1,723,558.08	3.6757%
2	Harris Trust & Savings Bank	14,472.00	1,747,836.33	3.7250
3	Legg Mason Wood Walker, Inc.	6,207.00	1,756,107.58	3.7422
4	Griffin,Kubik,Stephens*Thompson	1,284.25	1,753,782.63	3.7444
5	Robert W. Baird & Co.	82.65	1,764,420.68	3.7676
6	Morgan Keegan & Co., Inc.	5,624.60	1,769,302.90	3.7768
7	SunTrust Capital Markets, Inc.	0.00	1,770,932.50	3.7865
8	UBS Financial Services(PaineWebber)	0.00	1,787,123.33	3.8226

Stifel, Nicolaus & Company, Inc. PASSED

* Non-electronic

EXHIBIT C
BID FORM
AUGUST 20, 2003
BROWN COUNTY, WISCONSIN
\$5,360,000 General Obligation Corporate Purpose Bonds, Series 2003B

Ms. Carol Kelso, County Executive
Members of the County Board
BROWN COUNTY
305 East Walnut Street
Green Bay, Wisconsin 54305-3600

The foregoing offer is hereby accepted this 20th day of August, 2003 by the Members of the County Board and in recognition therefore is signed by the Officers empowered and authorized to make such acceptance.

County Executive

County Clerk

EXHIBIT D

UNITED STATES OF AMERICA
STATE OF WISCONSIN
REGISTERED BROWN COUNTY, WISCONSIN
NO. R- _____ GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2003B

ORIGINAL DATE OF
MATURITY DATE: ISSUE: INTEREST RATE: CUSIP:
NOVEMBER 1, 200_ SEPTEMBER 1, 2003 ._____% 115511_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that Brown County, Wisconsin (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States by Associated Trust Company, National Association, Green Bay, Wisconsin, the fiscal agent appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Bond Registrar. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$5,360,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Chapter 67, Wisconsin Statutes for the purpose of paying the costs of constructing and equipping a new golf course clubhouse (not to exceed \$400,000), paying the cost of park improvements (not to exceed \$306,000) and paying the cost of renovation of the Greenleaf Shop Facility and highway and bridge improvements including the CTH "A" (Nicolet Drive), CTH "EA" (Eastern Arterial), CTH "V" (Lime Kiln Road), CTH "PP", CTH "U", CTH "F" (Scheuring Road), CTH "U" (Anston Road), CTH "FF" (Hillcrest Drive) and CTH "S", "MM" and "P" bridge projects (not to exceed \$4,654,000), all as authorized by resolutions of the County Board duly adopted by said governing body at meetings held on August 21, 2002, July 16, 2003 and August 20, 2003. Said resolutions are recorded in the official minutes of the County Board for said dates.

At the option of the County, the Bonds maturing on November 1, 2014 and thereafter are subject to redemption prior to maturity on November 1, 2013 or on any date thereafter. Said Bonds are redeemable as a whole or in part from maturities selected by the County and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the County exercises its option to redeem the bonds prior to maturity, as long as the Bonds are in book-entry-only form, the County shall direct the Bond Registrar to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable. It is hereby further certified that the County has designated this Bond to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Bond Registrar. In the event that the Depository does not continue to act as

depository for the Bonds, and the County Board appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the Bond Registrar, in exchange therefore and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Bond Registrar shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The County and the Bond Registrar may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, Brown County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified County Board Chairperson and County Clerk; and to be sealed with its official or corporate seal, all as of the 1st day of September, 2003.

BROWN COUNTY, WISCONSIN

(SEAL) By: \s\ Kenneth J. Simons
County Board Chairperson

(SEAL) By: \s\ Darlene K. Marcelle
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm) (Depository or its Nominee Name)

(Authorized Officer)

NOTICE: The above-named Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT E

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this _ day of September, 2003, by and between Brown County, Wisconsin (the "County"), and Associated Trust Company, National Association, a national banking association with trust powers located in Green Bay, Wisconsin (the "Agent").

WITNESSETH:

WHEREAS, the County has authorized the borrowing of the sum of FIVE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS (\$5,360,000) pursuant to Section 67.05, Wisconsin Statutes, and resolutions adopted by the County Board on August 21, 2002, July 16, 2003 and August 20, 2003 and has authorized the issuance and sale of \$5,360,000 principal amount of general obligation corporate purpose bonds to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Corporate Purpose Bonds, Series 2003B"; shall be dated September 1, 2003; shall bear interest at the rates set forth below; and shall mature on November 1 of each year, in the years and principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2004	260,000	-.___%
2005	285,000	-.___%
2006	290,000	-.___%
2007	300,000	-.___%
2008	355,000	-.___%
2009	365,000	-.___%
2010	375,000	-.___%
2011	385,000	-.___%
2012	395,000	-.___%
2013	405,000	-.___%
2014	355,000	-.___%
2015	375,000	-.___%
2016	390,000	-.___%
2017	405,000	-.___%
2018	420,000	-.___%

Interest shall be payable commencing on May 1, 2004 and semi-annually thereafter on November 1 and May 1 of each year until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the county has authorized the appointment of the Agent as Fiscal Agent of the County for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

I. APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A-1 which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such

cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

V. REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

VIII. REDEMPTION NOTICE

In the event the County exercises its option to redeem the Bonds prior to maturity, as long as the Bonds are in book-entry-only form, the County shall direct the Bond Registrar to give official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

IX. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the obligations. The Fiscal Agent agrees to comply with the provisions of the attached Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company by the County.

X. TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

XI. STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

XII. FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B-1 and incorporated herein by this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

(b) Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

(c) Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

BROWN COUNTY, WISCONSIN

(SEAL) By: \s\ Kenneth J. Simons
County Board Chairperson
And: \s\ Darlene K. Marcelle
County Clerk

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION
GREEN BAY, WISCONSIN

(SEAL) By: _____

And: _____

A motion was made by Supervisor Graves and seconded by Supervisor Antonneau **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.
Approved by: \s\ Carol Kelso, County Executive Date: 9/3/2003

No. 10d -- RESOLUTION REGARDING: MANDATE WAIVER REQUEST RELATING TO THE NURSING HOME BED ASSESSMENT

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

Ladies and Gentlemen:

WHEREAS, former Wis. Stats. 50.14(2) imposes an assessment on all occupied nursing home beds and intermediate care facility for the mentally retarded (ICF-MR) beds in the state; and

WHEREAS, under 2003 Wisconsin Act 33, Section 1478, the assessment has been expanded to apply to all licensed nursing home and ICF-MR beds in the state; and

WHEREAS, the assessment is being increased from \$32 per calendar month to \$75 per calendar month beginning July 1, 2003, for each licensed bed of a nursing home; and

WHEREAS, the assessment is being increased from \$100 per calendar month to \$435 per calendar month beginning July 1, 2003 for each licensed bed of an ICF-MR; and

WHEREAS, Brown County could consider de-licensing unoccupied nursing home and ICF-MR beds in order to not pay the assessment on all such licensed beds at the Brown County Mental Health Center; and

WHEREAS, Brown County is in the process of assessing the long term care needs in this community and various options are being considered which may have an impact on the total number of licensed nursing home and ICF-MR beds needed at the Brown County Mental Health Center; and

WHEREAS, the Brown County Mental Health Center must either pay the tax for July or must decertify unoccupied beds by September 1, 2003, to avoid the tax liability; and

WHEREAS, Wis. Stats. 66.0143 provides that a local municipality may request a waiver from state laws that do not impact public health or safety; and

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby requests a waiver under Wis. Stats. 66.0143 to exempt the Brown County Mental Health Center from the assessment on all licensed nursing home and ICF-MR beds until January, 2004. The Brown County Mental Health Center would still pay the assessment on all occupied nursing home and ICF-MR beds; and

BE IT FURTHER RESOLVED that the Brown County Board of Supervisors encourages an expedited decision by the State Department of Revenue of this mandate relief request due to the September 1, 2003 deadline.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

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

Approved by: \s\ Carol Kelso, County Executive Date: 9/2/2003

No. 10e -- Deleted – It was held for one month both by Executive Committee and Human Services Committee.

No. 10f -- Withdrawn at the Committee level.

No. 11 -- Such other matters as authorized by law.

A motion was made by Supervisor Zima and seconded by Supervisor Haefs **“to reconsider Report #9c5 Executive Committee of August 11, 2003, item #5 – Communication from Supervisor Zima to request a resolution that federal legislators oppose extension of the**

