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PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
MARCH 15, 2006

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, March 15, 2006, at 7:00 p.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

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

Supervisor Van Den Heuvel at 7:15 p.m.

Total Present: 26

No. 1 -- Adoption of agenda.

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

No. 2 -- Approval of minutes of County Board Meeting of February 15, 2006.

A motion was made by Supervisor Johnson and seconded by Supervisor Krueger **“to adopt the minutes of February 15, 2006 meeting”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- Announcements by Supervisors.

Commendations were presented to Supervisors Craig Beyl, Michael Frohna, Tom Hinz and Chairman Patrick Moynihan for their service to Brown County.

Supervisor Zima congratulated the Supervisors on their years of service to Brown County.

Supervisor Haefs stated that Renard Island is still in the planning stages, adding there was a media error regarding the Renard Island Plan. The facts are that the State is still in the reviewing and planning stages. He will request an update at the April Meeting.

Supervisor Clancy invited everyone to celebrate the Irish on Thursday, March 16th at Van Abels in Hollandtown.

Supervisor Krueger encouraged everyone to go to Van Abel’s in Hollandtown to hear Bill Clancy sing on Thursday, March 16, 2006.

No. 4 -- Communications. None.

No. 5 -- Appointments by County Executive. None.

No. 6a -- Report by County Executive. None.

No. 6b -- Report by Board Chairman. Moved to before Closing Roll Call.

No. 7 -- Other Reports. None.

No. 8 -- Standing Committee Reports.**No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF MARCH 1, 2006****TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS**

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on March 1, 2006, and recommends the following motions:

1. Administrative Services Division, 2005 to 2006 Carryover Funds. Approve the Carryover funds from 2005-2006.
2. Communication from Supervisor Pat Collins re: Health Insurance Cost. (Held from previous meeting with motion: *"This request be acted on by the Administration Department, that they come up with a report on health insurance of Brown County in comparison to other counties and municipalities and to have this by the March meeting."*) Receive & place on file.
3. Communication from Supervisor Andy Nicholson re: Request for Human Resources Director to review benefits for part-time employees. (Referred from February County Board.) Receive & place on file.
4. Communication from Supervisor John Vander Leest re: Update on Section 8 reforms by the Brown County Housing Authority. (Referred from February County Board.) Receive & place on file.
5. Dept of Administration - 2006 Budget Transfer Log. Approve Budget Transfer Log.
6. County Clerk - Resolution re: County Clerk's Department Change in Table of Organization (Increase Clerk/Typist I to 1.00 FTE). Committee approved the increase of Clerk/Typist I to 1.00 FTE. Referred to Executive Committee.
7. County Clerk - Request for Budget Transfer (#06-12): Increase in Expenditures with Offsetting Increase in Revenue: Request increase in salaries and fringes to cover the cost of increasing Clerk/Typist I position from .75 to 1 FTE to assist Clerk's office with an increase workload due to high volume of passport processing (\$10,365). Approve.
8. County Clerk - Request for Budget Transfer (#06-13): Increase in Expenditures with Offsetting Increase in Revenue: Request increases salaries and fringes for additional part-time limited term employee to assist Clerk's office with an increased workload due to high volume of passport processing (\$12,075). Approve.
9. Human Resources - Request for Budget Transfer (#06-11): Interdepartmental Transfer (including contingency or general fund transfer): Annual adjustment of 2006 Human Resources budget for Employee Recognition Dinner funds (\$4,000). Approve.
10. Human Resources - Monthly Committee Report (January, 2006). Receive & place on file.
11. Human Resources - Update from Human Resources regarding employees requesting appeals of Class & Comp study. Receive & place on file.
12. Human Resources - Administering health care premium changes for elected officials. (From previous meeting for discussion at March meeting.) Refer back to committee.
13. Audit of bills. Approve audit of bills.

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

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 4/10/2006

No. 8b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF MARCH 2, 2006**TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS**

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on March 2, 2006 and recommends the following:

1. Review minutes of:

- a) Library Board (1/29/06).
Receive & place on file.
2. Education, Culture & Recreation Division, 2005 to 2006 Carryover Funds.
 - a) Approve the Library 2005 to 2006 carryover funds.
 - b) Approve the Museum 2005 to 2006 carryover funds.
 - c) Approve the Parks 2005 to 2006 carryover funds.
3. Communication from Supervisor Tony Theisen re: Request to find a location for Green Bay Rugby Football Club matches. (Held from previous meeting.) Receive & place on file.
4. Communication from Supervisor Kathy Johnson re: To work on a long term lease agreement with the City of De Pere for large events at the Brown County Fairgrounds. (Held from previous meeting with motion “Refer to staff to work on arrangements for large events at the Brown County Fairgrounds with the City of De Pere and report back at the March meeting.) Hold for one month.
5. Communication from Supervisor Earl Van Den Heuvel re: Requesting an update for the study at Lily Lake for weed control. (Referred from February County Board.) To have the Park Department monitor this and receive & place on file.
6. Arena/Expo Centre Resch Centre - Arena Event Attendance (January 2006). Receive & place on file.
7. Arena/Expo Centre Resch Centre - Discussion and decision on PMI Lease. (See Closed Session.)
8. NEW Zoo - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Donation from Cheryl Butschli for giraffe education display, in memory of Fern Weycker Detert (\$600). Approve.
9. Zoo - Monthly Activity Reports. Receive & place on file.
10. Library - Request for Budget Transfer: Increase in Expenditures with offsetting increase in revenue: Approval of request for budget transfer of \$5,700 to increase travel expenditures for continuing education grant from Nicolet Federated Library System. Approve.
11. Library - report. Receive & place on file.
12. Golf Course - Daily Financial Report (February, 2006). Receive & place on file.
13. Golf Course - Superintendent’s report. Receive & place on file.
14. Parks - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Fox River Trail Extension – Grant money to extend Trail by 5.7 miles along an abandoned railroad corridor; Devils River Trans Development – grant money to develop 1.3 miles of abandoned railroad corridor into Denrock State Trail; Georgia Pacific – remaining settlement to be received to complete the L.H. Barkhausen Waterfowl Preserve project (Park State Aid \$136,261; Outlay - \$136261; Miscellaneous Community Support \$1,578; general Construction - \$1,578). Approve.
15. Parks - Update on the Arena Complex Study. (Held from previous meeting with motion: *Staff to bring back a cost analysis of the short and long term solutions for the Arena and to come to the March 2nd Education & Recreation Committee with that information.*) To have a standing monthly agenda item related to the Arena complex facility and direct the facility manager to give all supervisors a report on any major projects coming up on any buildings owned by Brown County.
16. Parks - Emergency electrical repair at the Veterans’ Memorial Arena. Approve.
17. Parks - Director’s report. Receive & place on file.
18. Museum - Attendance & Admissions (January 2006). Receive & place on file.
19. Museum - Director’s report. Receive & place on file.
20. Audit of bills. Approve the bills.
21. **Closed Session** Authorized by Sec. 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating, negotiating or conducting other specified public business, whenever, competitive or bargaining reasons require a closed session. Lease Agreement – Extension for Arena Complex to be negotiated.
 - a) Enter into closed session.
 - b) Return to regular order of business.
 - c) Amend the County proposal as presented (see attached).

A motion was made by Supervisor Johnson 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: 4/10/2006

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF MARCH 6, 2006

**TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS**

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on March 6, 2006 and recommends the following motions:

1. County Executive Report. (No report.)
2. Internal Auditor Report.
 - a) Have Internal Auditor check on the bond rating for the County and see if any future borrowing from the General Fund will have a negative affect on it.
 - b) Accept Internal Auditor's report.
3. Legislative Subcommittee Report. (No report.)
4. Executive 2005 to 2006 Carryover Funds. Approve.
5. Resolution re: County Clerk's Department Change in Table of Organization (Increase Clerk/Typist I to 1.00 FTE). (Referred from Administration Committee.) Committee approved. See Resolutions, Ordinances March County Board.
6. Communication from Supervisor Zima re: County Board consider making it a standard rule by resolution or ordinance that any Administration initiatives to make changes in the Table of Organization be submitted to the appropriate standing committee for approval prior to the annual budget presentation. (Referred from February County Board to put in Resolution form.) Committee approved. See Resolutions, Ordinances March County Board.
7. Communication from Supervisor Steve Fewell re: The Authority of County Executive Appointed Commissions. (Referred from February County Board to put in Resolution form.) Receive & place on file.
8. Communication from Supervisor Steve Fewell re: Recommended Addition to Code of Ethics for Elected Officials. (Motion was approved at February County Board. Motion : *Make the addition to the Brown County Code of Ethics that elected Brown County officials seeking employment with Brown County would have to step down from their elected position for one year prior to employment or an appointment to a paid position. This would include union positions, administrative positions.*) Committee amended ordinance to read "No elected County officer." See Resolutions, Ordinances March County Board.
9. Communication from Supervisor Bill Clancy re: Wants to have Administration to respond regarding the HIPPA inquiry. (Held from previous meeting.) Refer to April Executive Committee meeting.
10. Communication from Supervisor Steve Fewell re: Legal Opinion Regarding Funding Sources. (Motion from previous meeting. *Refer to Corporation Counsel for a legal opinion regarding funding sources for motions made by the County Board.*) Receive & place on file.
11. Communication from Supervisor Steve Fewell re: Recommended Change in County Code Regarding Appointments. (Motion from previous meeting: *Refer this to Corporation Counsel to look at including the fiscal impact of paid appointment for all future paid appointments by the County Executive.*) Refer to Corporation Counsel to come back with a resolution regarding the fiscal impact including information on step level, amount of pay and number of weeks of paid vacation.
12. Communication from Supervisor Steve Fewell re: The Authority of County Executive Appointed Commissions. (Motion from previous meeting: *That Corporation Counsel will advise the County Board as to the authority of ad hoc commissions appointed by the County Executive.*) Receive & place on file.
13. Communication from Supervisor Pat Collins: Continuing Resolution for Legislative Sub Committee and Veterans' Subcommittee. Receive & place on file.
14. Communication from Supervisor Kathy Johnson re: Request for Executive Committee to review/take action on the PMI Lease. Committee approved the new lease agreement as approved by the Education & Recreation Committee. See Resolutions, Ordinances March County Board.
15. **Closed Session:** For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85 (1) (e). In the alternative, the Executive Committee is meeting for the purpose of collective bargaining and is not subject to the Wisconsin open meetings law pursuant to 19.82 (1) of the Wisconsin State Statutes, and also for the purpose of conferring with legal counsel for Brown County as to legal advice concerning strategy as to litigation pending pursuant to sec. 19.85(1)(g) of the Wisconsin State Statutes. (No Closed Session held.)

A motion was made by Supervisor Fleck 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: 4/10/2006

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF MARCH 8, 2006**TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS**

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on March 8, 2006, and recommends the following motions:

1. Review minutes of:
 - a) Human Services Board (2/2/06).
 - b) Aging Resource Center (1/27/06)Receive & place on file items a-b.
2. Health & Human Services Division 2005 to 2006 Carryover Funds. Approve.
3. Eppstein Uhen Architects update. (Referred back to committee from February County Board.)
 - a) Hold for further information at the next Human Services committee meeting. Ayes: 2 (Fewell, Zima); Nays: 4 (Evans, Hinz, Van Deurzen, Zabel). Motion defeated.
 - b) ** Support Site C. Ayes: 4 (Hinz, Van Deurzen, Zabel, Evans); Nays: 0; Abstain 2 (Zima, Fewell). Motion Carried.

**** TO MOVE FORWARD WITH GETTING A COST ON THE BUILDING AND TO GET PRELIMINARY COSTS ON BOTH THE JAIL SITE AND SITE C AS PER THE COUNTY BOARD ON 3/15/2006.**

4. Communication from Supervisor Steve Fewell re: Review the policy and statutes related to the Human Services Board and make recommendations to the Board. (Referred from February County Board.) Forward to Human Services Board members.
5. Veterans' Department - Director report. (No report.)
6. Communication from Supervisor Chris Zabel re: Teenage Pregnancy in Brown County. (Held from previous meeting.)
 - a) Direct Human Services Staff to meet with the Adolescent Parenting Coalition and develop a scope of services as related to the current needs and responsibilities of Brown County. No vote taken.
 - b) Motion amended to direct Health Department staff to meet with the Adolescent Parenting Coalition and develop a scope of services as related to the current needs and responsibilities of Brown County.
7. Health Department - Communication from Supervisor Andy Nicholson re: Request Human Services Committee review and recommend the adoption of a revised odor nuisance ordinance. (Motion from previous meeting: *Refer to Corporation Counsel with the suggested changes of this committee and bring back to March meeting.*) Committee approved. See Resolutions, Ordinances March County Board.
8. Health Department - Communication from Supervisor Chris Zabel re: Town of Morrison Well Testing. Request an update at the April meeting.
9. Health Department - Director's report. (No report.)
10. Human Services Dept. - Resolution re: Pertaining to a change in Table of Organization for Brown County Human Services by adding a half-time Clerk II. (Motion from previous meeting: *Refer to staff to investigate outsourcing.*) (Referred to **April** Executive Committee) (Nos. 10 & 11 taken together. See motion on number 11.)
11. Human Services Dept. - Tabled Resolution regarding Clerk II Position/Outsource Cost Comparison. Committee approved. (See Resolutions, Ordinances **April** County Board.)
12. Human Services Dept. - Grants Overview and approval of CST Application. Approve grant application.
13. Human Services Dept. - ICF-MR Update/MHC update. Receive & place on file.
14. Human Services Dept. - Resolution re: Pertaining to Changes at the Mental Health Center for the Brown County Human Services Department by converting 17 developmental disabilities (ICF/MR) beds to nursing home beds. Committee approved. See Resolutions, Ordinances March County Board.
15. Human Services Dept. - Update/report from Bellin Psychiatric Center re: Admissions Status. Receive & place on file.
16. Human Services Dept. - Security Study Update. Receive & place on file.
17. Human Services Dept. - MHC Roof Repair Project. Approve low bid of Northern Metal & Roofing in the amount of \$148,500 (see attached.)

- 18. Human Services Dept. - Contract Update (standing item requested by Chair Pat Evans). Receive & place on file.
- 19. Audit of bills. Approve audit of bills.

A motion was made by Supervisor Hinz and seconded by Supervisor Van Deurzen **“to adopt”**. Items taken separately were: Item #7 by Supervisor Evans and Item #3 by Supervisor Fewell. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #3 -- Eppstein Uhen Architects update. (Referred back to committee from February County Board.)
COMMITTEE ACTION: (a) Hold for further information at the next Human Services Committee Meeting. Ayes: 2 (Fewell, Zima); Nays: 4 (Evans, Hinz, Van Deurzen, Zabel). Motion defeated. (b) Support Site C. Ayes: 4 (Hinz, Van Deurzen, Zabel, Evans); Nays: 0; Abstain: 2 (Zima, Fewell). Motion Carried.

Supervisor Fewell wants to share information regarding the site for the Mental Health Center. He explained why he is not comfortable with the present site. A motion was made by Supervisor Fewell and seconded by Supervisor Fleck **“to move forward with getting a cost on the building and to get preliminary costs on both the Jail Site and Site C”**. After further discussion a vote was taken on Supervisor Fewell’s motion. Vote taken. Roll Call #8d3(1):
 Ayes: Van Den Heuvel, Graves, Nicholson, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson, Dantine, Frohna, Collins, Beyl, Backmann, Van Deurzen, Fleck, Clancy, Moynihan, Zabel, Scray, Hinz, Lund, Fewell
 Nays: None
 Total Ayes: 26 Total Nays: 0
 Motion carried.

Item #7 -- Health Department - Communication from Supervisor Andy Nicholson regarding: Request Human Services Committee review and recommend the adoption of a revised odor nuisance ordinance. (Motion from previous meeting: Refer to Corporation Counsel with the suggested changes of this committee and bring back to March meeting.) COMMITTEE ACTION: Committee approved.

Supervisor Zima explained that citizens should not hesitate to call on situations they consider a nuisance to the neighborhood. After discussion, a motion was made by Supervisor Zima and seconded by Supervisor Evans **“to adopt item #7”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Carol Kelso, County Executive Date: 4/10/2006

No. 8e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF FEBRUARY 22, 2006

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE & LAND CONSERVATION SUBCOMMITTEE met in regular session on February 22, 2006, and recommends the following motions.

Land Conservation Subcommittee

- 1. Town of Morrison Chairman – Todd Christensen – Well contamination problems. Approve funding of \$40,000 for emergency water quality for Land Conservation and set up a temporary office and support the Land Conservation Department recommendations.
- 2. Communication from Supervisor Bernie Erickson re: Four Points on well contamination problems. (Referred from February County Board.) (Item discussed with #1.)
- 3. Composting Initiative. No action.
- 4. Buffer Program update. Hold for one month.
- 5. Wildlife Damage Program Update. Receive & place on file.
- 6. Budget Carryover. Approve.
- 7. Director’s Report. (No report.)

Planning, Development & Transportation Committee

1. Review minutes of:
 - a) Harbor Commission (9/12/05).
Receive & place on file.
2. Planning, Development & Transportation Division 2005 to 2006 Carryover Funds. Approve.
3. Property Listing - Resolution re: Amending Chapter 21 of the Brown County Code Entitled "Subdivisions" and creating Section 21.455 of the Brown County Code entitled "Procedure for Review and Approval of Condominium Plats." (Put back on as requested by Chair Norb Dantine.) Committee approved. See Resolutions, Ordinances March County Board.
4. Register of Deeds - Annual Report. Receive & place on file.
5. Zoning - 2005 Sanitary & Shoreline report. Receive & place on file.
6. Zoning - Director's report. No action.
7. Airport - Farm Building Demolition (see attached bid). Approve the low bid of Ver Heyden, with the stipulation of removal of the concrete and gravel, monitoring of the removal, landfill tickets and insuring that the bid specification is strictly adhered to. Ayes: 4 (Erickson, Scray, Krueger, Fleck); Abstain: 1 (Dantine). Motion Carried.
8. Airport - Director's report. (No report.)
9. Port/Solid Waste - Resolution re: Approving Three-Year Statement of Intentions for Wisconsin Department of Transportation's Harbor Assistance Program. Committee approved. See Resolutions, Ordinances March County Board.
10. Port/Solid Waste - Resolution re: Aquatic Nuisance Species. Committee approved. See Resolutions, Ordinances March County Board.
11. Port/Solid Waste - Georgia Pacific Corp Dockwall Construction Bids Contract #1185 (see attached bid). Approve.
12. Port/Solid Waste - Landfill Well Installation Bids (see attached bid). Approve bid for landfill well installation.
13. Port/Solid Waste - Request for Budget Transfer: Change in any item within Outlay account which requires the transfer of funds from any other major budget category or the transfer of Outlay funds to another major budget category: Purchase a new or used four wheel-drive truck to replace existing truck (estimated cost \$20,000). Approve.
14. Port/Solid Waste - Director's report. No action.
15. Port/Solid Waste - Communication from Andrew Iwen re: Transfer Station. (Referred by Supervisor Zima at February County Board). Hold for one month.
16. UW-Extension - 2005 annual report. Receive & place on file.
17. UW-Extension - Approve the acceptance of a \$6,000 donation from Food Ecosystem educational Demonstration Sites for the Community Garden Program. Approve.
18. UW-Extension - Approve the acceptance of a \$1,060 grant from the Service League of Green Bay for the Brown County 4-H "Beyond My Backyard" program. Approve.
19. UW-Extension - Approve the acceptance of a \$500 donation from the UW-Extension Horticulture Department tomato trials. Approve.
20. UW-Extension - Approve the application for grant in the amount of \$37,500 to provide high tunnel education for Hmong market growers from the North Central Risk Management Education Center. Approve.
21. **Closed Session:** Pursuant to Sec. 19.85 (1) (c) considering employment, promotion, compensation, or performance evaluation date of a public employee over which the Committee has jurisdiction or exercises responsibility. (No Closed Session held.)
22. Audit of bills. Pay the bills.

A motion was made by Supervisor Krueger and seconded by Supervisor Erickson **"to adopt"**.

Supervisor Haefs requested item #1 of the Land Conservation Subcommittee be taken separately. Voice vote taken on remainder of report. Motion carried with Supervisor Dantine abstaining from Item #7.

Item #1 -- Town of Morrison Chairman, Todd Christensen, Well contamination problems. COMMITTEE ACTION: Approve funding of \$40,000 for emergency water quality for Land Conservation and set up a temporary office and support the Land Conservation Department recommendations.

A motion was made by Supervisor Haefs and seconded by Supervisor Clancy **"to adopt item #1 of the Land Conservation Subcommittee Report."** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Carol Kelso, County Executive Date: 4/7/2006

No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF MARCH 9, 2006

**TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS**

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on March 9, 2006, and recommends the following motions:

1. Review minutes/reports:
 - a) Criminal Justice Coordinating Board (1/24/06 & 2/21/06).
 - b) EMS Council (1/25/06).
 - c) Radio Communications Interoperability Commission (2/1/06).
 - d) Fox Comm Fiscal Advisory Board (1/5/06).
 - e) Fox Comm User Technical Cmte (1/18/06).Receive & place on file items a-e.
2. Volunteers In Probation - Monthly Statistics ending January 31, 2006. Receive & place on file.
3. Public Safety Division 2005 to 2006 Carryover Funds. Approve.
4. Carryover Funds - Discussion of 2005/2006 Carryover Request Denial (Public Safety Communications). No action.
5. ** Action by Committee re: Carryover Denial for Public Safety Communications. Carry over \$55,000 for the Hazard Contingency Fund, and the \$2,275 for the clothing allowance, unexpended from last year's budget for Public Safety Communications.
6. Carryover Funds - Discussion of carryover requests for jail projects started in 2005 (Sheriff). No action.
7. ** Action by Committee re: Carryover requests for jail projects started in 2005 by Sheriff's department. Carry over \$44,010 to the Sheriff's Department for IS chargebacks, in addition to \$72,146 of unexpended dollars from the Sheriff's outlay account for the year 2005/2006.
8. Public Safety Communications - Radio Communications Engineering Consultant Services Request for Proposal (March 2006). To hold.
9. Public Safety Communications - Director's report. Receive & place on file.
10. Emergency Government - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Homeland Security Resch Center Exercise Grant of \$67,632.00 to evaluate critical preparedness functions. Approve.
11. Emergency Government - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Hazardous Materials Emergency in the amount of \$8,000 for special needs evacuation planning (\$8,000). Approve.
12. Emergency Government - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Homeland Security Citizen Corps Planning Grant (\$7,999). Approve.
13. Emergency Government - Mutual Aid Agreement with Outagamie County, Draft Letter of Agreement – Emergency Management Services. Approve.
14. Emergency Government - Update report from Emergency Management Director. Approve.
15. Emergency Government – Request to apply for a FY 2005 Homeland Security Exercise Grant. Approve.
16. Resolution re: Supporting State of Wisconsin 2005 Assembly Bill 591 and 2005 Senate Bill 295 regarding Placement of Violent and Child Sex Offenders. (Referred to **April** Executive Committee.) Committee adopted. See Resolutions, Ordinances **April** County Board.
17. Communication from Whyte Hirschboeck Dudek re: Public Safety Dispatch Capital projects Fund. (As requested to be put on from previous meeting.) Receive & place on file.
18. Communication from Supervisor Guy Zima re: Request Resolution to the State Legislature to mandate electronic monitoring of sex offenders. (Referred from February County Board.) Receive & place on file. (See #16 above.)
19. Communication from Supervisor Andy Nicholson re: Reviewing possibility of replacing civilian supervisor with a Sheriff's deputy/City of Green officer in communications center (include a cost analysis). (Referred from February County Board.)
 - a) Refer to Sheriff and to Police Chief, Union Representatives, and the Communications Director to discuss issues and problems and bring back recommendations.
 - b) Friendly Addition: To consider adding five positions as an option if staff is of the opinion that is a better solution.
20. Communication from Supervisor Andy Nicholson re: Presentation from Jeff Vander Leest of GPS monitoring on Huber inmates and individuals waiting to go to court. Refer to Sheriff and report back.

21. Communication from U.S. Immigration & Customs Enforcement re: Clarification Establishment of an Immigration and Customs Enforce (ICE), Office of Investigations in Brown County. Receive & place on file.
22. Request Facilities Management to give an estimate on what the cost would be to provide outlets to five court rooms. (Held from previous meeting.) RFP tabulation Record (see attached) for audio video – jacks & receptacles for courthouse. Approve the bid of Faith Technologies in the amount of \$15,466.
23. Sheriff - Key Factor Report 2005 with Jail Average Daily Population by month and overtime by expenditures by division/session 2005 – for February 2006 meeting. Receive & place on file.
24. Sheriff - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: To participate in federal grant by Wisconsin DOT to provide additional funding for computer equipment for 46 in-squad units and interface programming for a consortium of Brown County law enforcement agencies, allowing local interface into the TraCS law enforcement systems (\$69,806). Approve.
25. Sheriff - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Increase revenue & expense to Receive & place on file. & utilize Local Law Enforcement Block Grant funds passed through from Green Bay (\$850). Approve.
26. Sheriff - Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Request to increase 2006 expenditures and offsetting to reflect continuation of a federal grant administered by Wisconsin DOT begun in 2005, to be completed in 2006. Grant provides funding for computer equipment for 46 in-squad units and interface programming for a consortium of Brown County law enforcement agencies (\$61,000). Approve.
17. **Closed Session:** Pursuant to Sec. 19.85 (1) (c) considering employment, promotion, compensation, or performance evaluation date of a public employee over which the Committee has jurisdiction or exercises responsibility. (No Closed Session held.)
18. Audit of bills. Approve audit of bills.

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

Approved by: _____ \s\ Carol Kelso, County Executive ** Date: 4/10/2006

** County Executive refused to sign item #5 -- Action by Committee regarding: Carryover Denial for Public Safety Communications. COMMITTEE ACTION: Carry over \$55,000 for the Hazard Contingency Fund, and the \$2,275 for the clothing allowance, unexpended from last year’s budget for Public Safety Communications.

The County Executive’s explanation for refusal to sign item #5 -- *“The intent of this provision is to carry over 2005 funding from the appropriation for Public Safety Communications to 2006 for the purposes stated. Consistent with my responsibilities under s.59.17(2) Wisconsin Statutes, I cannot carry out this provision because there are insufficient 2005 funds remaining in the Public Safety Communications 2005 appropriation. If the Board wishes to provide funding for this purpose in 2006 the Board would need to appropriate the funds consistent with s.65.90 Wisconsin States.”*

_____ \s\ Carol Kelso
4-10-06

** County Executive refused to sign item #7 -- Action by Committee regarding: Carryover requests for jail projects started in 2005 by Sheriff’s department. COMMITTEE ACTION: Carry over \$44,010 to the Sheriff’s Department for IS chargebacks, in addition to \$72,146 of unexpended dollars from the Sheriff’s outlay account for the year 2005/2006.

The County Executive’s explanation for refusal to sign item #7 -- *“The intent of this provision is to carry over 2005 funding from the appropriation for the Sheriff’s Department to 2006 for the purposes stated. Consistent with my responsibilities under s.59.17(2) Wisconsin Statutes, I cannot carry out this provision because there are insufficient 2005 funds remaining in the Sheriff’s Department’s 2005 appropriation. If the Board wishes to provide funding for this purpose in 2006 the Board would need to appropriate the funds consistent with s.65.90 Wisconsin Statutes.”*

_____ \s\ Carol Kelso
4-10-06

No. 9 -- Resolutions, Ordinances

No. 9a -- RESOLUTION REGARDING: COUNTY CLERK’S DEPARTMENT CHANGE IN TABLE OF ORGANIZATION (INCREASE CLERK/TYPIST I TO 1.00 FTE)

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

Ladies and Gentlemen:

WHEREAS, the present County Clerk’s table of organization includes a (.75) Clerk/Typist I position who is responsible for performing the clerical functions in the department; and

WHEREAS, the duties and responsibilities of the Clerk/Typist I position have increased by assisting with processing passport applications since the County Clerk’s Office was certified as a Passport Acceptance Agent by the U.S. Department of State, and also because the County Clerk’s office has assumed duties and responsibilities mandated by the federal Help America Vote Act (HAVA), resulting in becoming a service provider for 13 municipalities in Brown County managing their Statewide Voter Registration System.

WHEREAS, the Human Resources Department has completed a review of the current department structure and proposes that the Clerk/Typist I position be increased from 75% to 100% FTE; and

WHEREAS, the Administration Committee and Executive Committee concur with the above proposed change in table of organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that the Clerk/Typist I position be increased from 75% to 100% effective April 1, 2006.

BE IT FURTHER RESOLVED, that the funds to cover the costs resulting from the adopting of this resolution be made available from passport revenues and from chargeback revenues for HAVA services.

Respectfully submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Fiscal Note: The costs of increasing a Clerk/Typist I position from .75 to 1 FTE to assist the Clerk’s office with an increased workload mainly due to a high volume of passport processing will be offset with additional revenue from the sale of passports which is surpassing earlier projections.

Increase in Salary	\$ 6,616
Increase in Fringes	\$ 3,750
Increase in Passport Application Fees	\$10,365

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

Approved by: /s/ Carol Kelso, County Executive Date: 4/10/2006

No. 9b -- RESOLUTION REGARDING: APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN BROWN COUNTY AND THE GREEN BAY AREA VISITOR AND CONVENTION BUREAU, INC., OF THE VETERANS’ MEMORIAL COMPLEX AND AUTHORIZING EXECUTION OF DOCUMENTS

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

Ladies and Gentlemen:

WHEREAS, an existing Lease Agreement for the Veterans Memorial Complex dated August 1, 1999 has been entered into by Brown County and the Green Bay Area Visitor and Convention Bureau Inc. (VCB) for an original term of five years from the date a Certificate of Occupancy was issued for the Resch Center in August, 2002 and that subsequent to the Lease Agreement, Brown County consented to an Assignment and Assumption Agreement dated February 25, 2002, under which Promotion Management Inc. (PMI), assumed all the rights and obligations under the Lease Agreement, except for payment of rent, from VCB; and

WHEREAS, VCB and PMI have requested certain amendments to the existing Lease Agreement from Brown

County and has requested that Brown County grant its consent to the continued Assignment and Assumption Agreement entered into between VCB and PMI; and

WHEREAS, the major features of this First Amendment to Lease Agreement, as they affect Brown County, are specified in the proposed amended agreement in which Brown County agrees to the provisions:

1. To grant VCB a five year extension of the existing lease from June 1, 2006 at rental payments of \$160,000 per year and grant VCB an additional five year option to renew the lease upon the same terms and conditions of the August 1, 1999 Lease Agreement, except for the rental payments for the lease extension, which are to be renegotiated upon exercise of the option to renew.
2. To continue the parties' other existing contractual obligations for the five year extension period, as set forth under the August 1, 1999 Lease Agreement which contractually obligates VCB to provide "Customary Repairs and Maintenance" for the Veterans Memorial Complex and that contractually obligates Brown County to provide for the "Structural Repairs" necessary to maintain the Veterans Memorial Complex.
3. To provide a Consent to the Assignment and Assumption Agreement between VCB and PMI for the five year lease extension period.
4. To add the former Packer Hall of Fame building to the leased premises.
5. To terminate the former Youth Hockey Parking Lot agreement now in effect and add that property to the leased premises.

WHEREAS, the accompanying "First Amendment to the Lease Agreement" contains these proposed terms and provisions of a new lease period commencing for a period of five years from June 1, 2006, including an option to renew the Lease Agreement granted to VCB for an additional five year period under the other continuing terms and conditions set forth in the August 1, 1999 Lease Agreement and including a Consent to the existing Assignment and Assumption Agreement between VCB & PMI; and

WHEREAS, Brown County intends to approve and authorize the "First Amendment to Lease Agreement" for the Veterans Memorial Complex buildings to be leased to VCB as specified in those terms and conditions and those set forth in the August 1, 1999 Lease Agreement, and a Consent to the terms and conditions set forth in the February 25, 2002 Assignment and Assumption Agreement, as are accompanied hereto and are submitted for approval by Brown County; and

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves, on behalf of Brown County, the attached "First Amendment to the Lease Agreement" which incorporates certain existing terms and conditions of the August 1, 1999 Lease Agreement and also grants a Consent to the terms and conditions of the Assignment and Assumption Agreement between VCB and PMI and further authorizes the appropriate County officials to execute and deliver the accompanying "First Amendment to the Lease Agreement."

Fiscal Impact: Revenue payable to Brown County from Lease Payments,
\$160,000 per year, for the 5 year lease period.

Respectfully submitted,
EDUCATION AND RECREATION COMMITTEE
EXECUTIVE COMMITTEE

A motion was made by Supervisor Van Deurzen and seconded by Supervisor Johnson "to adopt".

A motion was made by Supervisor Van Deurzen and seconded by Supervisor Johnson "to amend New First Amendment and New consented to Assignment and Assumption Agreement between PMI and Visitor and Convention Bureau as follows:

3. **The following paragraph shall be added at the end of paragraph 9.s and shall read as follows:**
Notwithstanding the foregoing to the contrary, in the event a structural condition arises as described herein within the Complex during the term of this Lease or extension thereof, which structural condition creates a significant negative economic impact upon the operation of the Complex and which cannot be corrected solely by the application of the Complex Renovation Fund of Brown County which is dedicated for such purposes, the parties agree to renegotiate Lease terms, including Section 9.3, affected by Brown County's liability for structural repairs in order to

continue the successful operation of the Complex. “Complex Renovation Fund” is defined as the capital account maintained by Brown County and funded by lease payments made for the purpose of funding the Tenant’s obligations under this Paragraph 9.”

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

1. Kari Sliva, 4321 Pine Lane, Green Bay, Visitor and Convention Bureau, responding to an inquiry for the Visitor and Convention Bureau to discuss salaries, stated she cannot disclose employees’ salaries. During her meetings with the Department of Administration, she provided any financial statements and audited statements requested. Kari emphasized it is their intent and hope to keep the lease agreement in tact. What is being presented is good for both PMI and Tourism in Brown County.
2. Ken Wachter, 510 St. Mary’s Blvd., Green Bay, President, PMI, stated PMI will not address salaries; PMI’s Human Resources Department conducts salaries studies to stay competitive; PMI currently employees four less employees than when the Resch Center opened. He added that in his opinion, PMI is very open with information and operates in good faith.

Discussion followed.

After further discussion, a motion was made by Supervisor Van Deurzen and seconded by Supervisor Erickson **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously with no abstentions.

Following discussion, the vote was taken **“on Supervisor Van Deurzen’s amended motion.”** Voice vote taken. Motion carried with 25 ayes, 1 nay (Supervisor Nicholson requested to be recorded as nay).

Approved by: /s/ Carol Kelso, County Executive Date: 4/10/2006

ATTACHMENTS TO RESOLUTION

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (hereinafter the “First Amendment”) is made and entered into this 15th day of March, 2006, effective June 1, 2006, by and between Brown County, Wisconsin (hereinafter referred to as “Tenant”) and Green Bay Area Visitor and Convention Bureau, Inc. (VCB), a Wisconsin nonstick corporation, with its offices located at 1901 South Oneida Street, Green Bay, Wisconsin (hereinafter referred to as “Subtenant”).

WITNESSETH:

WHEREAS, Tenant and Subtenant did enter into a Lease Agreement Dated August 1, 1999 (the “Lease Agreement”) wherein the Tenant did lease to Subtenant as follows:

The Resch Center (therein described as a new Arena to be constructed using proceeds from a tax-exempt borrowing), the Brown County Veterans Memorial Arena; the existing Exposition Hall; and its adjacent parking and vacant land attached to the Lease Agreement all in the Village of Ashwaubenon, Brown County, Wisconsin and generally described as the “Veterans Memorial Complex”.

WHEREAS, the parties have requested that the former Hall of Fame Building also be subject to the terms and conditions of the Lease Agreement and is hereby added to the Veterans Memorial Complex pursuant to the terms and conditions of the First Amendment; and

WHEREAS, a previously agreed upon contract with respect to the former Youth Hockey lot for parking shall terminate on the effective date of the First Amendment and shall thereafter be used for parking and controlled by the Subtenant.

NOW THEREFORE, in consideration of mutual covenants, terms and conditions and the Lease Agreement, the parties do hereby agree as follows:

1. Term of Lease. The provisions under the Lease Agreement at paragraph 1.1 and 1.2 are deleted in their entirety and the following is inserted in lieu thereof:

1.1 This Lease shall commence on June 1, 2006, and continue for a period of five (5) years thereafter (the "Term").

1.2 The Lease shall be renewal for one (1) additional five (5) year term at the option of the Subtenant. If the Subtenant opts to renew this Lease, the renewal shall be under continuing terms and conditions as the Lease Agreement, except for rent which may be renegotiated.

2. Rent. The provisions under paragraph 2.0 shall be deleted in their entirety and the following 2.1 shall be inserted in lieu thereof:

2.1 Subtenant shall pay Tenant each year One Hundred and Sixty Thousand Dollars (\$160,000.00) Base Rent which shall be directed to the County Capital Fund for the Veterans Memorial Complex. The payments shall be made on a semi-annual basis of Eighty Thousand Dollars (\$80,000.00) due January 1 and July 1 of each year. The first payment commencing on July 1, 2006.

3. The following paragraph shall be added at the end of paragraph 9.3 and shall read as follows:

** Notwithstanding the foregoing to the contrary, in the event a structural condition arises as described herein within the Complex during the term of this Lease or extension thereof, which structural condition creates a significant negative economic impact upon the operation of the Complex and which cannot be corrected solely by the application of the Complex Renovation Fund of Brown County which is dedicated for such purposes, the parties agree to renegotiate Lease terms, including Section 9.3, affected by Brown County's liability for structural repairs in order to continue the successful operation of the Complex. "Complex Renovation Fund" is defined as the capital account maintained by Brown County and funded by lease payments made for the purpose of funding the Tenant's obligations under this Paragraph 9.

4. There shall be additional paragraphs added to the Lease Agreement following the current paragraph 10 which shall provide specific rights on behalf of the Tenant to its property located in the basement of the Hall of Fame Building as well as authorizing Subtenant to make leasehold improvements which shall read as follows:

10.1 The Tenant shall maintain rights to, possession of and access to the basement area identified as the "Brown County Storage Area" in the basement of the Hall of Fame Building.

10.2 The Subtenant agrees that it may make leasehold improvements at its expense to the Hall of Fame and may sublet the building provided that the Subtenant shall procure the written consent of the Tenant for such improvements and subletting, which consent shall not be unreasonably delayed or withheld.

5. Tenant also acknowledges the fact that pursuant to paragraph 15 of the Lease Agreement, the Subtenant has assigned certain rights and obligations contained in the Lease Agreement to Promotion Management, Inc. ("PMI") and Tenant consents to the continued assignment thereof pursuant to the terms and conditions of this First Amendment.

6. Except for the modifications set forth in this First Amendment, all other terms and conditions of the Lease Agreement are hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have signed this First Amendment to Lease Agreement, the day and year first above written.

Attest:

Subtenant: Green Bay Area Visitor and
Convention Bureau, Inc.

By: _____
Kari Sliva, President

By: _____
Tim Quigley, Chairman

Attest:

Tenant: Brown County, Wisconsin
By: \s\ Carol Kelso

Carol Kelso, County Executive

** This "First Amendment to Lease Agreement" is the amended version approved by the Brown County Board of Supervisors at their meeting on March 15, 2006.

**The following document is a copy of the
Original Lease Agreement
Dated August 1, 1999**

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LEASE AGREEMENT

This Lease Agreement made as of this 1st day of August 1999, by and between BROWN COUNTY, Wisconsin, hereinafter referred to as "Tenant", and the Green Bay Area Visitor and Convention Bureau, Inc. (VCB), a Wisconsin nonstock corporation, with its offices at 1901 South Oneida Street, Green Bay, Wisconsin, hereinafter referred to as "Subtenant".

WITNESSETH

The Tenant does hereby lease to the Subtenant and the Subtenant does hereby lease from the Tenant on the terms, covenants, and conditions herein stated, the premises known and described as follows: a new Arena to be constructed using proceeds from a tax-exempt borrowing; the existing Brown County Veterans Memorial Arena; the existing Exposition Hall, and its adjacent parking and vacant land (more particularly described on Exhibit A), located at 1901 South Oneida Street in the Village of Ashwaubenon, Brown County, Wisconsin; hereinafter collectively referred to as the Veterans Memorial Complex. The Youth Hockey land shall be used for parking should it become available.

1. Term of Lease.

1.1. This Lease shall have a term of five (5) years. The commencement date of this Lease shall be the date a certificate of occupancy is issued by the Village of Ashwaubenon for the new Arena. Until such commencement date, the current leases for the Brown County Veterans Memorial Arena and Brown County Exhibition Hall shall continue under their respective terms and conditions.

1.2 This Lease shall be renewable for two (2) additional five (5) year terms, at the option of the Subtenant. If the Subtenant opts to renew this Lease, the renewals shall be under the same terms and conditions as the original agreement, except for rent which may be renegotiated.

1.3 The Subtenant shall notify the Tenant of its intent to exercise or not to exercise its option to renew at least 18 months prior to expiration of the then current term. If the Subtenant notifies the Tenant of its intent to exercise its option to renew, the Subtenant and the Tenant shall meet to negotiate rent for the next lease term. If the Subtenant and Tenant cannot reach agreement on rent at least 12 months prior to expiration of the then current term, the Subtenant shall be deemed to have notified the Tenant that it has elected not to exercise its option to renew.

1.4 If during the original or any renewal term of this Lease major changes to the buildings and/or grounds of the Veterans' Memorial Complex are proposed by the Tenant, the amount shown as rent in Section 2.1 shall be

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renegotiated prior to undertaking such changes.

1.5. Tenant grants to Subtenant final design review and comment to assure Subtenant that the opportunity to stage events of high quality and profitability is available.

2. Rent.

2.1. Subtenant shall pay Tenant each year Fifty Thousand (\$50,000) Base Rent in two equal \$25,000 payments due January 1 and July 1 of each year. Additionally, the Subtenant shall pay the Tenant an amount equal to the difference between the amount shown in Exhibit B and the Funding Target.

2.2 "Funding Target" means, for a particular calendar year, an amount equal to room taxes that would have been received by the Room Tax Commission from participating municipalities if room taxes had been levied at a rate of 2%. Additionally, the funding target shall be capped at a maximum annual growth rate of 6% starting with 1999 as the base year.

2.3 "Allocable Payment" means, with respect to each rental payment and any deemed payments (including both the fixed and variable payments), the portion that is allocated to the bond-financed facility, which at the time of bond issuance has been determined to be 50%.

2.4 The Tenant shall calculate the present value of each Allocable Payment of rent. In the event that the cumulative total of the present value for all Allocable Payments totals 10% of the present value of the debt service on the bonds, any further rental payments shall not be earned by the Tenant but shall instead be returned to the Subtenant. Present values are determined by using the yield on the bonds as the discount rate and by discounting all amounts to the issue date.

3. Operating Revenues/Deficits.

3.1. Subtenant will assume the responsibility for any Operating Deficits with no expense to Tenant. Subtenant will provide to Tenant annual audited financial results, and Tenant may request semi-annual audited financial results, for each facility in the Complex, including an income statement (consistent with format of Exhibit C) and capital summary. Additionally, an independent annual audit of the complex will be provided by the Subtenant. This audit shall present financial information in a format consistent with the annual financials. Additionally, the Tenant's Finance Director (or designee) and Internal Auditor shall have the right to select the independent audit firm for preparation of the aforementioned financial information. Finally, the Tenant's Finance Director (or designee) and Internal Auditor shall have the right to review with the

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independent audit firm any records used in preparation of the audited financials of the complex.

3.2. Sources of revenue available to the Subtenant shall include, but are not limited to the following items:

1. Ticket Sales
2. Concession Sales
3. Novelty Sales
4. Advertising
5. Parking
6. Electrical, pipe and drape, and other exhibition services
7. Suite leases
8. Club seat leases
9. Admission surcharge
10. Sponsorship
11. Venue rental of all Veterans Memorial Complex property and buildings

It is agreed that all revenue generated through events in or on the Complex and related marketing and promotions (e.g., logo merchandise, trademarks, etc.) in or on the Complex shall flow through the Complex and be recorded as revenue on the books of the Complex.

3.3. Sources of revenue allocated to construction or retirement of the bond debt and not available to the Subtenant shall include the following items:

1. Room Tax Revenue
2. Naming rights (only to include name). Any other amenities are to be purchased.
3. Revenue derived through the lease and/or sale of space to "Building Partners". "Building Partners" are those persons or corporations who have, prior to December 31, 2001, made a commitment to purchase certain space within the new arena. "Building Partner" agreements will be approved by the Subtenant. The Subtenant agrees to abide by the terms and conditions of any naming rights and "Building Partners" agreements awarded by the Tenant.

4. Occupancy. Occupancy of the new Arena shall be delivered to Subtenant upon completion of the building and upon the issuance of a certificate of occupancy by the Village of Ashwaubenon.

5. Utilities. Subtenant agrees to pay all necessary utility costs for the operation of the Veterans Memorial Complex.

6. Real Estate Taxes. Tenant shall be responsible for the payment of any real estate or property taxes, assessments, fees, including required payments in lieu of taxes, levied by any taxing authority against the leased premises. Should Tenant be

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required to make any such payments, rent for the Complex may be renegotiated.

7. Use.

7.1. Purpose. The purpose of the Veterans Memorial Complex is to provide the people of Brown County with quality public buildings for expositions, sporting events, conventions, education programs, entertainment and other similar special events designed to be held in the facilities of the Veterans Memorial Complex.

7.2. Quiet Use. The Tenant, for itself, its successors and assigns, agrees that so long as the Subtenant shall not be in default under this Lease, the Subtenant shall at all times during the term hereby granted, peaceably have, hold, and enjoy the leased premises; provided, however, that the Tenant's liabilities under this Lease shall only be for the period during which it shall be the owner of the leased premises.

8. Operations. Subtenant shall have sole responsibility and authority over the operations of the Veterans Memorial Complex, including but not limited to:

8.1. Management. Subtenant has complete authority to furnish any and all management services and labor as it deems necessary to operate, supervise, manage and maintain the Veterans Memorial Complex. This includes employing, compensating, supervising and discharging all employees and personnel.

8.2. Marketing and Promotion. Subtenant will create and execute a targeted marketing and promotional plan to maximize the utilization and revenue generating potential of the Veterans Memorial Complex, and shall have, except for naming rights, the exclusive ownership and rights to any tradenames, trademarks, intellectual property, promotions, and advertising created for the Veterans Memorial Complex. Exclusive ownership and rights to the aforementioned, as they relate to the operation of the Veterans' Memorial Complex, shall revert to the Tenant immediately upon expiration of the Lease or in the event of the Subtenant's default.

8.3. Scheduling/Technical Services. Subtenant shall maintain all schedules for events held at the Veterans Memorial Complex and shall attempt to maximize the efficient use of the Veterans Memorial Complex. Subtenant shall provide all necessary technical services associated with the normal operation of the Veterans Memorial Complex, including patron assistance, box office and ticketing services, and contracting for the events in the Veterans Memorial Complex.

8.4. Custodial/Maintenance/Repair Services. Subtenant shall provide maintenance services associated with the housekeeping, preventive maintenance, and customary repairs required to keep the facilities and equipment in sound operating condition. Subtenant will establish necessary policies and procedures to ensure that the Veterans Memorial Complex is properly maintained at all times.

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8.5. Pest Control. Subtenant shall be responsible for arranging and paying for all necessary pest control services.

8.6. Snow Removal. Subtenant will be responsible for arranging and paying for all snow removal services at the grounds of the Veterans Memorial Complex.

8.7. Trash Removal. Subtenant will be responsible for arranging and paying for all trash removal services. Tenant shall assist Subtenant with said arrangements where possible, in order to give Subtenant the same consideration as other county facilities. Subtenant will implement a comprehensive recycling and waste/hazardous waste disposal program that meets all federal, state, and local laws, regulations, and/or ordinances.

8.8. Operational Services. Subtenant, at its discretion, will provide and be responsible for all human resources services and associated expenses required to stage (set up and tear down) events, including but not limited to services involving the stage areas, sound systems, lighting systems, stage rigging, dressing room areas, stage equipment and loading in and loading out. Subtenant will be responsible for providing all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Veterans Memorial Complex, including but not limited to general patron assistance, including the patrons with special needs. Subtenant shall have the right to make, at its own expense, such reasonable minor alterations and repairs to the Veterans Memorial Complex as may be required for any exhibition, event or convention purposes. Tenant will initially provide the furnishings, fixtures, and equipment listed in Exhibit D. Subtenant will provide the furnishings, fixtures, and equipment which it currently owns at the complex and will provide, as part of the construction, the new equipment listed in Exhibit E. The Subtenant shall have the right and responsibility to install at its expense additional or replacement fixtures, furniture and equipment which may be needed to carry out any exhibitions, events or conventions and all such fixtures and equipment, whether installed during the term of this Lease or prior to the commencement thereof, shall remain the sole property of the Subtenant. Notwithstanding the aforementioned, the Subtenant shall not install any fixtures, furniture or equipment which requires modification to any building and/or building system without prior written consent of the Tenant.

8.9. Ticket Sales. Subtenant will retain all authority for all aspects of ticket sales for events and activities. Subtenant may provide such ticket technology including hardware and software as it deems necessary for the operation of ticket sales, which equipment and technology will remain the property of Subtenant.

8.10. Licenses and Permits. Subtenant will obtain and maintain all licenses and permits necessary for Subtenant to manage and operate the Veterans Memorial Complex and Tenant shall cooperate fully in applying for any such permits or licenses.

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8.11. Special Events. It is the intent of the Subtenant to fund, create, and stage its own special events to maximize efficient use of the Veterans Memorial Complex.

8.12. Advertising Rights. Subtenant shall retain all internal and external advertising rights to the Veterans Memorial Complex, excluding naming right and Building Partner sales. The Subtenant agrees to comply with any naming rights or business partner agreements entered into by the Tenant.

8.13. Emergency Procedures. Subtenant will develop and implement an emergency procedures manual for the Veterans Memorial Complex, and provide the appropriate training to full and part-time staff.

9. Capital Improvements.

9.1. Tenant will be responsible for long range Capital Improvements to be implemented as funds are made available through the room tax. During the term of this Lease, Subtenant shall advise Tenant on an annual basis of the Capital Improvement needs of the Veterans Memorial Complex. Tenant shall make such Capital Improvements, as room tax revenue is available, which are agreed to by the Tenant and Subtenant as necessary to maintain and continue the Veterans Memorial Complex operations and facilities on a par with competitive facilities.

9.2. Subtenant may make such Additional Capital Improvements at its expense, as may be necessary with the express written consent of the Tenant, which consent will not be unreasonably withheld. The cost of such Capital Improvements shall be returned to Subtenant as Room Tax Revenue is available together with simple interest at the rate of six percent (6%) per annum.

9.3. Structural Repairs. Tenant hereby covenants and agrees to maintain the Veterans Memorial Complex structure in good condition, including foundation, roof and exterior masonry walls of the premises; pipes and conduits located beyond the boundaries of the premises, parking lots, roadways, and electrical, ice plant, HVAC, and to make all repairs becoming necessary by reason of any structural defects in the premises.

9.4. Tenant's Alterations. Tenant also agrees to make, at its expense, such alterations and modifications to the premises as may be required by building, OSHA, NFPA, ADA, or other applicable state and federal regulations or local codes unless such alterations/modifications are necessitated by actions of the Subtenant. Tenant shall be allowed to make any other Capital Improvements it deems appropriate.

10. Tenant to Have Access. The Tenant and its agents shall have free access to the Veterans Memorial Complex for examining the same during the term of this Lease. Upon approval of the Subtenant, the Tenant shall be able to use the facility without rental charge. Such approval shall not be withheld unless the Tenant's use of the

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facility would result in the loss of revenue or cause undue expenses.

11. **Surcharge.** Tenant agrees that during the duration of this Lease, it shall not impose any selective tax, additional fee, surcharge or ticket tax on events held on the premises or on any operations unless approved by the Subtenant. This paragraph shall not apply to a tax of general application imposed by the Tenant.

12. Indemnity-Liability Insurance.

12.1. Indemnity. After the Commencement Date, Subtenant shall indemnify and hold harmless Tenant against and from any and all liabilities, fines, suits, claims, demands, and actions, and costs and reasonable expenses of any kind or nature or by anyone whomsoever, due to or arising out of (a) any default in observing, violation, or nonperformance of any term, covenant, or condition of this Lease on the part of Subtenant to be observed and performed, (b) any damage to person or property occasioned by Subtenant's use and occupancy of the demised premises or to any use or occupancy which Subtenant may permit or suffer to be made of the demised premises, or (c) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the demised premises as a result of Subtenant's negligence. The parties agree and the Tenant specifically reserves and does not waive its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Statute Chapter 893 and related statutes.

12.2. Liability Insurance. During the term of this Lease, Subtenant, at its sole expense and for the mutual benefit of Tenant and Subtenant shall procure and maintain comprehensive commercial liability insurance, including property damage, issued by a company licensed to do business in Wisconsin, insuring Tenant and Subtenant against liability for injury to persons or property occurring in or about the demised premises or arising out of its ownership, maintenance, use or occupancy. The insurance shall meet the following requirements:

(a) Worker's Compensation Insurance. Subtenant shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, Tenant shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Subtenant.

(b) Commercial Liability, Professional Liability and Property Damage Insurance. Subtenant shall secure and maintain in force throughout the duration of this contract such Commercial Liability and Property Damage Insurance (as shall protect him/her and any subcontractor performing work covered by this contract) from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Subtenant or by any subcontractor or by anyone directly or indirectly employed by either of

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them; and the amount of such insurance shall be as follows:

- Comprehensive Commercial Liability \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
- Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$5,000,000 over the Commercial Liability and Automobile Liability Coverages.

(c) Proof Of Insurance. Subtenant shall furnish the Tenant with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Subtenant meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the Tenant and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Tenant, with a copy of the Certificate of Insurance to be delivered to the Risk Manager for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the Tenant shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

12.3. Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, in the event of loss or damage to the building, the demised premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party. To the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

13. Damage by Fire or Other Casualty.

13.1. Substantial Casualty. If the demised premises are materially damaged or rendered materially untenantable by fire or other casualty (whether occurring in the demised premises alone or in the building of which they form a part), or are so damaged or so rendered untenantable by fire or other casualty (whether occurring in the demised premises alone or in the building of which they form a part) that their repair, restoration, or rebuilding would require more than sixty (60) days from date of loss, Subtenant may, by giving written notice to Tenant within forty-five (45) days after the fire or other casualty occurs, terminate this Lease upon a date specified in the notice. This date shall not be less than five (5) nor more than ten (10) days after the notice is given. In such

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event, the term of this Lease shall expire in the same manner as if the date specified in the notice were the date herein originally specified for the expiration of the term. The rent shall abate from the date of the fire or other casualty until the repairs, restoration, and rebuilding are completed. If this Lease is terminated pursuant to notice as provided above, Subtenant shall pay no rent for any period after the date of the fire or other casualty. The rent or shall be apportioned as of the date, and Subtenant shall be repaid all rent or paid for any subsequent period.

13.2. Casualty Insurance. Tenant shall insure the buildings of which the Veterans Memorial Complex form a part against damage and destruction by fire, including extended coverage, and other perils a lending institution holding a mortgage on the property would require, to the full replacement cost of the building and shall maintain such insurance during the term of this Lease. To the extent permitted by law, the Tenant releases Subtenant, its elected and appointed officials, employees and volunteers from any and all liability or responsibility to the Tenant or anyone claiming through or under the Tenant by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of Subtenant, its elected or appointed officials, employees or volunteers. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of Subtenant's occupancy or use, and Tenants policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Tenant to recover thereunder.

13.3. Contents Insurance. During the term of this Lease, Subtenant shall procure and maintain at its own expense personal property insurance as may be required by Tenant and or any mortgage company to protect itself against losses by fire, theft, or other causes on an all-risk basis. On the Commencement Date, Subtenant shall furnish to Tenant, the insurance policy together with proof of payment of the premium therefor, and shall upon the expiration of the term of any such policy similarly furnish to Tenant each renewal policy together with proof of payment of the premium therefor. The policy and each renewal thereof shall provide that it may not be canceled by the insurer without thirty (30) days' prior written notice to the Tenant and any named insured. \

13.4. Business Interruption Insurance. Subtenant, at is expense shall procure and maintain business interruption insurance to protect the financial interests of Subtenant and the Visitors and Convention Bureau against loss of earning and income from this property which are due to the direct result of fire or other insured peril.

14. Risk Loss Control Program. The Brown County Risk Manager and Subtenant shall develop and implement a risk loss control program for any and all risk hazards related to the leased premises and the Subtenant agrees to comply with all reasonable requests made for the purpose of minimizing the Subtenant's and Tenant's risk loss potential, including requiring sufficient insurance coverage from users of the

leased premises, which limits of required coverage shall not exceed industry standards.

15. Assignment and Subletting. Subtenant may, only after receiving the written approval of the County Executive, assign this Lease to an Operating Tenant, provided that all of the terms and conditions of this agreement are complied with.

16. Notices. All notices and other communication under the agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom such notice is to be given, or on the date of the receipt of the certified or registered letter by the party to whom such notice is addressed; if mailing is by registered or certified mail, postage prepaid, U.S. Mail.

All such notices shall be addressed as follows:

To Tenant: County Executive
Brown County, Wisconsin
Address: Northern Building
P.O. Box 23600
305 East Walnut Street
Green Bay, Wisconsin 54305-3600

To Subtenant: Green Bay Area Visitor and Convention Bureau
1901 South Oneida Street
P.O. Box 10567
Green Bay, Wisconsin 54307-0567

Any party may change its address for purposes of this paragraph by giving the other party written notice with a new address in the manner set forth above.

17. Default. Each of the following events shall constitute a default of this Lease by Subtenant:

17.1. If either party shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall make an assignment for the benefit of creditors.

17.2. If an involuntary proceeding under any bankruptcy law or insolvency act shall be instituted against either party.

17.3. Failure of either party to comply with any provision of this agreement.

18. Binding. The provisions of this lease shall inure to the benefit of, and be binding upon the parties hereto, their respective successors and assigns.

19. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

20. Definitions. The following terms used in this Lease have the meanings

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defined in this paragraph.

20.1. "Operating Revenues" means the gross revenue received from any source as a result of the business conducted in the Veterans Memorial Complex.

20.2. "Room Tax Revenue" means the gross amount of room tax collected by municipalities in Brown County, Wisconsin and the Oneida Tribe of Indians.

20.3. "Operating Deficits" means the net loss from operation of the business conducted in the Veterans Memorial Complex.

20.4. "Capital Improvements" means those items which are added to the buildings or grounds Veterans Memorial Complex whether in the nature of additions or repairs and maintenance, which, according to Generally Accepted Accounting Principles are classified as Capital Improvements.

21. Entire Agreement. This Lease contains the entire agreement between Tenant and Subtenant and any subsequent agreement shall be ineffective to change or modify it, in whole or in part, unless such subsequent agreement is in writing and signed by both the Tenant and the Subtenant.

IN WITNESS WHEREOF, the parties have signed this Lease.

Attest:

Ronald J. Antonneau

Subtenant: Green Bay Area Visitor and Convention Center, Inc.

By: [Signature]

By: _____

Attest:

Darlene K. Marcelle

Tenant: Brown County, Wisconsin

By: [Signature]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is made this 25 day of February, 2002, effective as of June 3, 1999, by and between the **Green Bay Area Visitor and Convention Bureau, Inc. ("VCB")**, and **Promotion Management, Inc. ("PMI")**.

WHEREAS, VCB is a Subtenant under a lease executed between it and Brown County, Wisconsin, for the operation of Veterans Memorial Complex ("Lease"); and

WHEREAS, VCB wishes to assign the performance obligations and income rights under said Lease to PMI; and

WHEREAS, PMI is willing to assume the rights and obligations under said Lease;

NOW, THEREFORE, for good and valuable consideration the parties do agree as follows:

1. **Assignment of Rights:** VCB assigns to PMI all of the rights granted to it under the Lease. Said rights include all income producing items, use, occupancy, operations, operational services, ticket sales, licenses and permits, special events, advertising rights, and any and all other rights granted under the Lease.

2. **Assumption of Obligations:** PMI assumes the assignment of said rights and also agrees to assume all the obligations under said Lease except the payment of rent as outlined in paragraph 2 of the Lease, which rental obligation shall remain the obligation of VCB.

3. **Payment:**

a. PMI shall pay VCB for this Assignment the sum of Fifty-Thousand Dollars (\$50,000.00), annually for the initial five (5) years of the Lease, and should PMI agree to extend the Lease, the Base Rent as set forth in paragraph 2 of the Lease. Said payments shall be paid in two (2) installments on the 1st day of January and the 1st day of July during the Lease term.

b. As additional consideration, PMI shall pay VCB the amount shown on Exhibit B of the Lease, during those years in which the Lease between VCB and Brown County is in full force and effect.

4. **Indemnity:** PMI does hereby indemnify and hold harmless VCB, its officers and directors from any and all claims, damages or suits which may arise from PMI's failure to

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undertake the obligations under the Lease, except for the payment of rent, unless PMI fails to make the payments required herein.

5. **Insurance:** Any and all insurance provisions under the Lease shall name PMI and VCB as co-insureds so as to cover both parties.

6. **Inurement:** The provisions of this Agreement shall inure to the benefit of, and be binding upon the parties hereto, their respective successors and assigns.

7. **Governance:** This Agreement shall be governed, construed and interpreted according to the laws of the State of Wisconsin.

8. **Entire Agreement:** This document contains the entire agreement between the parties with respect to the operation of the Veterans Memorial Complex and any subsequent agreement shall be ineffective to change or modify it, in whole or in part, unless such subsequent agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year first above-written.

GREEN BAY AREA VISITOR
AND CONVENTION BUREAU

PROMOTION MANAGEMENT, INC.

By: Thomas G. Christofferson

By: [Signature]

Approved this ____ day of February, 2002.

Nancy Nusbaum, County Executive

qb

FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This First Amendment to Assignment and Assumption Agreement (hereinafter the "First Amendment to Assignment") is made and entered into this 15th day of March 2006, effective June 1, 2006, by and between the Green Bay Area Visitor and Convention Bureau, Inc., a Wisconsin non-stock corporation, with its offices located at 1901 South Oneida Street, Green Bay, Wisconsin ("VCB") and Promotional Management, Inc., a Wisconsin non-stock corporation, with its offices located 1901 South Oneida Street, Green Bay, Wisconsin ("PMI").

WHEREAS, VCB is a Subtenant under that certain Lease Agreement dated August 1, 1999 (the "Lease

Agreement”) by and between Subtenant and Brown County, Wisconsin (the “Tenant”); and

WHEREAS, the Lease Agreement was amended by the parties which provided for additional space to be incorporated within the Lease Agreement, that being the Hall of Fame Building and also providing for the control of that parcel of land known as the Youth Hockey lot for parking by the Subtenant as well as to modify the rental payments required under the Lease Agreement (the “First Amendment”); and

WHEREAS, on February 25, 2002, effective June 3, 1999, a certain Assignment and Assumption Agreement was entered into by and between VCB and PMI (the “Assignment and Assumption Agreement”) which the parties desire to amend to mirror the modifications made to the Lease Agreement by the First Amendment and also to fix the rental payments from PMI to VCB over the lease term.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and the Assignment and Assumption Agreement the parties do hereby agree as follows:

1. The provisions under the Assignment and Assumption Agreement at Paragraph 3 are deleted in their entirety and the following is inserted in lieu thereof:

3. Payment:

a. PMI shall pay to VCB during the term of the Lease Agreement commencing June 1, 2006, and continuing for a period of for a period of five (5) years thereafter (the “Term”) the sum of One Million Ten Thousand Dollars (\$1,010,000.00) annually in equal twelve (12) monthly installments commencing on the 1st day of June, 2006, and continuing on the 1st day of each month thereafter during the Term.

In the event that the Lease Agreement is renewed for an additional five (5) year term, the Assignment and Assumption Agreement shall likewise be renewed under continuing terms and conditions except for the rent payment which shall be subject to renegotiation by the parties.

2. Additional Options. PMI understands that pursuant to the provisions of the Lease Agreement, as amended by the First Amendment, it shall be obligated to assume all obligations as set forth therein with respect to that space known as the Hall of Fame Building and also that parcel known as the Youth Hockey lot for parking.

3. Indemnity. PMI agrees to indemnify and hold harmless VCB, its officers, directors, employees and agents from any and all claims, damages or suits which may arise from PMI’s failure to undertake the obligations under the Lease Agreement, as amended by the First Amendment, except for the payment of the rent which is set forth in Paragraph 2 of the First Amendment which shall be the obligation of VCB if, but only if, PMI continues to make its rental payments as required hereunder otherwise PMI shall likewise be obligated for the payments of rent required to be made under the Lease Agreement.

4. Except for the modifications set forth in this First Amendment to Assignment and Assumption all other terms and conditions set forth in the Assignment and Assumption Agreement are hereby ratified, adopted and confirmed.

IN WITNESS WHEREOF, the parties have signed this First Amendment to Assignment and Assumption the day and year first above written.

Attest: Green Bay Area Visitor and Convention Bureau, Inc.

By: _____
Kari Sliva, President

By: _____
Tim Quigley, Chairman

Attest: Promotion Management, Inc.

_____ By: _____

Approved as to form and content this 12th day of April, 2006.

 /s/ Carol Kelso
 Carol Kelso, County Executive

No. 9c -- AN ORDINANCE: TO AMEND SUBSECTION (10) OF SECTION 2.05 OF THE BROWN COUNTY CODE ENTITLED "COMMITTEES OF THE COUNTY BOARD"

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

Ladies and Gentlemen:

The Brown County Board of Supervisors does ordain as follows.

Section 1: Subsection (10) of Section 2.05 of the Brown County Code entitled "Committees of the County Board," is hereby amended to read as follows:

(10) Standing Committees shall act on all requests from departments, offices, committees, commissions and authorities over which they have policy oversight authority and to create new positions and forward a recommendation directly to the County Board including a job description of each position to be considered. Unless otherwise provided, the standing committee shall, at his/her discretion, appoint members from the standing committee to any office, committee, commission, or authority whose membership requires a representative from that standing committee. Any requests for newly created positions as described as follows, or changes to existing positions in the Table of Organization from departments and offices, will require review by the appropriate Standing Committee and approval of the County Board in the form of a resolution and such changes will not be considered for inclusion in the annual budget unless approved at or prior to the annual budget meeting: newly created regular full-time positions; newly created regular part-time positions; regular part-time positions that are increased to regular full-time positions.

Section 2: This Ordinance shall become effective upon passage and publication.

Respectfully submitted,
 EXECUTIVE COMMITTEE

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

Approved by: <u> /s/ </u> REFUSED TO SIGN **	Date: 4/10/2006
Approved by: <u> /s/ </u> Darlene K. Marcelle, County Clerk	Date: 3/24/2006
Approved by: <u> /s/ </u> Patrick Moynihan, Board Chairman	Date: 3/23/2006

** The County Executive's explanation for refusal to sign the above ordinance -- "I am not signing this provision because it could infringe upon the duties and powers prescribed to the Office of County Executive as defined in s.59.17 (5) Wisconsin Statutes, if the provision is applied to attempt to limit the responsibility and ability of the Office of the County Executive in submitting the Annual Budget without restrictions or limitations to the County Board in a timely manner. The Wisconsin Constitution and statutory provisions relating to the Office of County Executive would take precedence over any ordinance on the subject of submission of the Annual Budget to the County Board of Supervisors. Further, it duplicates county budget processes already in place and could jeopardize the County's ability to adopt the annual budget consistent with state-directed timelines promulgated by the Wisconsin Department of Revenue and Wisconsin Statutes."

 /s/ Carol Kelso

4-10-06

No. 9d -- AN ORDINANCE: TO AMEND SUBSECTION (5)(d) OF SECTION 1.11 OF THE BROWN COUNTY CODE ENTITLED "CODE OF ETHICS, CONFLICT OF INTEREST, CONTRACTS WITH THE COUNTY"

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

Ladies and Gentlemen:

The Brown County Board of Supervisors does ordain as follows.

Section 1: Subsection (5)(d) of Section 1.11 of the Brown County Code entitled "Code of Ethics, Conflict of Interest, Contracts with the County", is hereby amended to read as follows:

(d) No County officer or employee who in his or her capacity as such officer or employee participates in the making of a contract in which such person has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the part of such official or employee, shall enter into any contract with the County unless, within the limitation of Section 946.13, Wis. Stats., the contract is awarded through a process of public notice and competitive bidding. No elected County officer, unless a 12 month period following the date on which he or she ceased to be a County officer has elapsed, may negotiate with any other County officer or employee which he or she was associated, or be eligible to enter into any personal services contract, employment contract or any appointments involving a payment to such former County officer. *County Constitutional Officials are exempt from sub. (5)(d) of Section 1.11 of the Brown County Code.* ** (This was added and approved as per the County Board on March 15, 2006.)

Section 2: This Ordinance shall become effective upon passage and publication.

Respectfully submitted,
EXECUTIVE COMMITTEE

A motion was made by Supervisor Fewell and seconded by Supervisor Lund "to adopt". After discussion, a motion was made by Supervisor Zima and seconded by Supervisor Haefs "to add the words "with the exception of the office of sheriff who shall be permitted to return to the Sheriff's Department upon leaving office"."

An amendment by substitution was made by Supervisor Collins and seconded by Supervisor Lund "by adding County Constitutional Officials are exempt from Sub. (5)(d) of Section 1.11 of the Brown County Code." Vote taken. Roll Call #9d(1):

Ayes: Van Den Heuvel, Graves, Nicholson, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Vander Leest, Johnson, Frohna, Collins, Beyl, Backmann, Van Deurzen, Fleck, Clancy, Zabel, Scray, Hinz, Lund, Fewell

Nays: Evans, Dantine, Moynihan

Total Ayes: 23 Total Nays: 3

Motion carried.

Approved by: \s\ Carol Kelso, County Executive Date: 4/10/2006
Approved by: \s\ Darlene K. Marcelle, County Clerk Date: 3/24/2006
Approved by: \s\ Patrick Moynihan, Board Chairman Date: 3/23/2006

No. 9e -- RESOLUTION REGARDING: PERTAINING TO CHANGES AT THE MENTAL HEALTH CENTER FOR THE BROWN COUNTY HUMAN SERVICES DEPARTMENT BY CONVERTING 17 DEVELOPMENTAL DISABILITIES (ICF/MR) BEDS TO NURSING HOME BEDS

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

Ladies and Gentlemen:

WHEREAS, when the Brown County Human Services Department converted nursing home beds to Intermediate Care Facility for Developmental Disabilities (ICF/MR) beds, the State of Wisconsin provided that these beds could be converted back to nursing home beds; and

WHEREAS, the current number of licensed beds in the ICF/MR at the Brown County Mental Health Center is 32; and

WHEREAS, there are only 15 people currently residing on the ICF/MR unit; and

WHEREAS, the legal restrictions set forth in current Wisconsin Statutes Sec. 55.06(9)(a) concerning admissions to ICF/MR programs make it very difficult for any new persons to be admitted to the developmental disabilities program at the Brown County Mental Health Center, because persons with developmental disabilities must be placed in the most integrated setting in the community in order to be able to interact with persons without developmental disabilities rather than be placed by the Circuit Court in an institution; and

NOW, THEREFORE, BE IT RESOLVED that as of March 15, 2006, Brown County Human Services Department is hereby authorized to convert 17 ICF/MR beds at the Brown County Mental Health Center to nursing home beds and to request approval from the Wisconsin Department of Health and Family Services for such action.

Respectfully submitted,
 HUMAN SERVICES COMMITTEE
 EXECUTIVE COMMITTEE

Fiscal Impact: Potential to admit to 17 nursing home beds at Mental Health Center at \$117.00 per day x 17 beds = \$1,989.00 per day if the beds are filled (after the downsizing agreement with the state ends on August 31, 2007.) An immediate reduction of the bed tax from \$445 per month per bed for ICF/MR beds to \$75 per month per bed for nursing home beds.

Total 2006 Savings: \$56,610.00
Mental Health Center: \$56,610.00

A motion was made by Supervisor Evans 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: 4/10/2006

No. 9e(i) -- ORDINANCE REGARDING: TO AMEND CHAPTER 38 OF THE BROWN COUNTY CODE ENTITLED “PUBLIC HEALTH NUISANCE”

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

The Brown County Board of Supervisors does ordain as follows.

SECTION 1: Subsection (4) of Section 38.01 of the Brown County Code entitled “Odor Violations”, is hereby repealed and recreated to read as follows:
 38.01(4)(1): Definitions:

- (a) Noxious Odors, etc.: Any use of property, substances or things within the County emitting or causing any foul, offensive, noisome, noxious or disagreeable odors, gases, effluent or stenches extremely repulsive to the physical sense of ordinary persons which annoy, discomfort, injury or inconvenience the health of any appreciable number of persons within the County.
- (b) Air Pollution: The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash, industrial dust or other atmospheric pollutants within the County in such quantities as to endanger the health of persons of ordinary sensibilities.
- (c) Atmosphere: All space outside of buildings, stacks or exterior ducts.

38.01(4)(2): Odor Violations. It shall be deemed an unlawful nuisance for any individual or business to cause or permit the emission of odorous air contaminants or particulate air contaminants from any source such as to result in detectable odors and/or particulate emissions within Brown County which leave the premises upon which they originated and which interfere with the reasonable and comfortable use and enjoyment of property.

(a) An odor shall be deemed to interfere with reasonable and comfortable use and enjoyment of property if it meets or exceeds any of the following limits:

- (i) It is a violation to continuously emit particulate air contaminants above levels allowed in the U.S. EPA National Ambient Air Quality Standards (NAAQS) and/or Wisconsin Health Standards, whichever is more strict.
- (ii) The Brown County Health Department shall issue a citation when the Health Department receives *and verifies* ** three (3) verifiable complaints from individuals representing separate properties within Brown County within an 8-hour period relating to a single odor description. The Health Department shall provide a designated phone number to call to report an odor complaint. The complaints shall be recorded by a staff member or by an electronic means and shall be considered as an individual odor complaint when the following information is provided:

** The words "*and verifies*" were added as per the County Board on March 15, 2006.

- Name, address, and phone number of complainant.
- Time and date of call.
- Description of odor nuisance, including estimated location or source of complaint.

38.01(4)(3): Exceptions: Violation of the odorous air contaminant standard may not be subject to penalty if any of the following circumstances exist:

- (a) Temporary sources or events, such as rodeos, county fairs, and stock shows;
- (b) Odorous air contaminants existing solely within residences, or solely within commercial and industrial plants, works or shops, or to affect the relations between employers and employees with respect to or arising out of any condition of air pollution, provided that such odors do not penetrate the atmosphere and extend beyond the property boundary so as to become a public nuisance;
- (c) The violator has made application to the Brown County Health Department, not less than 1 week prior to the violation, and such application has been approved, in writing, by the Brown County Health Department for a temporary exemption from Chapter 38.01(4) of the Brown County Code;
 - (i) The approval of such application is subject to the sole discretion of the Brown County Health Department. A copy of the procedures and criteria is available upon request;

38.01(4)(4): Penalties: The intention of this section is to act as a replacement of 38.03 Brown County Code, only as it pertains to violations and forfeitures under 38.01(4) Odor Violations;

- (a) The forfeitures created under this section shall be graduated, and shall be cumulative for a 365 day period;
 - (i) for the purposes of calculation under this section, the tolling of the 365 day period shall commence the day after the occurrence of the violation which resulted in the initial forfeiture;
- (b) Any individual or business who violates the provisions of 38.01(4) Brown County Code, upon conviction shall be subject to the following penalty;
 - (i) First violation: a forfeiture of not less than \$50.00 but not more than \$500.00, to be determined by the Brown County Health Department;
 - (ii) Second violation occurring within a 365 day period of the first violation described in 38.01(4)(4)(b)(i); a forfeiture of not less than \$250.00 and not more than \$1,000.00 to be determined by the Brown County Health Department;

- (iii) Third violation occurring within a 365 day period of the first violation described in 38.01(4)(4)(b)(i) and subsequent violations; penalty to be determined by the Brown County Board of Health;

(c) Nothing in this section would preclude Brown County or other affected municipalities from taking necessary action in other forums to prevent further violations of this section.

SECTION 2: Subsection (4) of Section 38.01 of the Brown County Code entitled "Coordination with State and other County, City, Villages and Town Agencies", is hereby renumbered to be Subsection (5) of Section 38.01 of the Brown County Code.

SECTION 3: Subsection (5) of Section 38.01 of the Brown County Coded entitled "Actions Against Agricultural Uses", is hereby repealed, recreated and renumbered to read as follows:

38.01(6): Actions Against Agricultural Use: No person or business shall be deemed in non-compliance of this section for violations arising from agricultural use of property in which the nuisance stems from the activities conducted in the normal course of agricultural business; on property under exclusive legal control of the individual or business; and prevention of such activity would hamper agricultural production;

(a) Agricultural Use is defined as any tract of real property which is used to raise, harvest or store crops, feed, breed, or manage livestock, or to produce plants, trees, fowl, or animals useful to man, including the preparation of the products raised thereon for man's use and disposed of by marketing or other means. It includes, but is not limited to, such real property used for agricultural, grazing, horticulture, forestry, and dairying.

- (i) such definition does not include industrial processing of agricultural products, refinement of agricultural products, or agricultural use that otherwise violates public health standards or Wisconsin Law;

(b) The intent of this section is not to be used as a restriction on zoning of property or limitations on use of private land. Local units of government are best equipped to resolve such use disputes through the powers enumerated in §823.08 Wis. Stats., and are best settled through the zoning process.

SECTION 4: This Ordinance shall become effective upon passage and publication.

Respectfully submitted,
HUMAN SERVICES COMMITTEE

A motion was made by Supervisor Frohna and seconded by Supervisor Clancy "to adopt".
A motion was made by Supervisor Evans and seconded by Supervisor Haefs "to add the words "and verifies" to Sec. 38.01(4)(2)(a)(ii), to read as follows: **The Brown County Health Department shall issue a citation when the Health Department receives *and verifies* three (3) verifiable complaints from individuals representing separate properties within Brown County within an 8-hour period relating to a single odor description.**" Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: _____	\s\ Carol Kelso, County Executive	Date: 4/10/2006
Approved by: _____	\s\ Darlene K. Marcelle, County Clerk	Date: 3/24/2006
Approved by: _____	\s\ Patrick Moynihan, Board Chairman	Date: 3/23/2006

No. 9f -- AN ORDINANCE REGARDING: AMENDING CHAPTER 21 OF THE BROWN COUNTY CODE ENTITLED "SUBDIVISION" AND CREATING SECTION 21.455 OF THE BROWN COUNTY CODE ENTITLED "PROCEDURE FOR REVIEW AND APPROVAL OF

CONDOMINIUM PLATS

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

The Brown County Board of Supervisors does ordain as follows:

Section 1: Section 21.455 of the Brown County Code of Ordinances is created to read and is entitled as follows:
“Procedure for Review and Approval of Condominium Plats.”

(1) Submittal. The subdivider shall submit the necessary copies of the plat and declaration along with the required fees and application to Brown County Planning and Land Services Department. Copies of the map will then be circulated to the appropriate agencies or departments for their review and recommendations concerning matters within their jurisdiction. ~~The Brown County Planning Commission and~~ Brown County Property Listing office shall have objecting authority in the condominium plat approval process.

(2) Review. The Preliminary Plat and Final Plat review shall occur simultaneously as a “Final Plat.” Review will be performed pursuant to Section 703.115 of the Wisconsin Statutes.

(3) Approval. Within ten (10) days of submittal the Brown County ~~Planning Commission~~ *Property Listing* staff shall approve, conditionally approve or reject the condominium plat. In the event of rejection or conditional approval the subdivider may appeal the decision ~~of to~~ the Brown County Planning Commission ~~staff to the~~ Board *of Directors*. The subdivider or agent shall be notified in writing of any condition of approval or the reasons for rejection. *Any conditional approvals of condominium plats under the procedures of this section shall be valid for one year from the date of written notification.* Approval of the plat will be indicated by signing and sealing a county certificate on the plat.

~~**(4) Effect of Approval.** Approvals of condominium plats by the Brown County Planning Commission under the procedure in this section shall be valid for one year from the date of the written approval notification. Approved condominium plats shall be brought for signature of the Brown County Planning Commission within the one-year period following written notice. Brown County’s approval of any condominium plat, which has not been signed by the Brown County Planning Commission, shall lapse after the one-year time period and may require resubmittal under this section.~~

~~**(5)**~~ **(4) Review by local municipalities.** Any city, village, or town within Brown County may adopt an ordinance requiring local review of a Condominium Subdivision. Local Condominium Subdivision review and timelines shall be facilitated independently from review and timelines established by Brown County.

~~**(6)**~~ **(5) Amendment.** If the subdivider wishes to amend the condominium plat as originally approved, the ~~map~~ *plat* may be resubmitted. The amended condominium plat shall be reviewed following the same procedures, except that an additional fee is not required unless the changes to the ~~map~~ *plat*, in the opinion of the Brown County Planning Commission staff, are of such magnitude as to constitute a new land division.

~~**(7)**~~ **(6) Recordation.** After all the required certificates have been signed, the condominium plat shall be recorded with the Register of Deeds of Brown County. The Register of Deeds shall not accept a condominium plat for recording unless it is offered for record within 6 months after the date of the last approval. It shall include the signed certificates of the Surveyor, the Planning and Land Services Department and the municipality where the plat is located, if applicable.

Section 2: Section 21.20 of the Brown County Code of Ordinances is amended to read and to add the definition of “Condominium Plat” *and redefine “subdivider”* to Section 21.20 of the Brown County Code of Ordinances as follows:

Condominium Plat: Property subject to a condominium declaration established under Chapter 703,

Wisconsin Statutes.

Subdivider: Any individual, firm, association, syndicate, partnership, corporation, guardian, attorney, trust, condominium declarant or any other legal entity commencing proceedings under the regulations of this chapter to effect a subdivision of land or a condominium plat hereunder for the owner of record or for another with consent of the owner of record.

Section 3: Section 21.03 of the Brown County Code of Ordinances is amended to read as follows:

Jurisdiction of these regulations shall include all towns within Brown County. Jurisdiction shall also include any village or city within Brown County that has agreed to county subdivision review authority under Section 66.0301, Wisconsin Statutes. Where the governing body of a town or municipality within Brown County has enacted an ordinance regulating subdivisions, compliance must be made with the most restrictive requirements as provided in Section 236.13(4), except that Condominium Plats in every city, village or town within Brown County will be subject to review and approval by Brown County under the authority delegated to a County by Sec. 703.115 of the Wisconsin Statutes.

Section 4: Section 21.04(5) of the Brown County Code of Ordinances is amended to read and to add the applicability of "Condominium Plat" to Section 21.04 of the Brown County Code of Ordinances, as follows:

(5) Condominium Plat: Property subject to a condominium declaration established under Chapter 703, Wisconsin Statutes. Condominium ownership shall comply with Section 21.455 of this Ordinance.

Section 5: Section 21.04(5) of the Brown County Code of Ordinances is renumbered to Section 21.04(6).

Section 6: Section 21.48(6)(b) of the Brown County Code of Ordinances is amended to read as follows:

The Planning Commission staff and Brown County ~~Surveyor's~~ ***Property Listing*** Office shall review the certified survey map for conformance with Chapter 236 of the Wisconsin Statutes, this ordinance, and other pertinent regulations affecting the certified survey map. Within 30 days of its submittal, the Planning Commission staff shall approve, conditionally approve, or reject the certified survey map. The divider shall be notified in writing of any conditions of approval or the reasons for rejection. In the event of rejection or conditional approval, the land divider may appeal the decision of the planning staff to the Board of Directors.

Section 7: Section 21.49(5) of the Brown County Code of Ordinances is amended to read as follows:

The approval procedure for such certified survey maps shall be in accordance with Section 21.48(6) of this ordinance. The Brown County ~~Surveyor's~~ ***Property Listing*** Office shall have objecting authority in the certified survey map approval process.

Section 8: This ordinance shall become effective upon passage and publication.

Respectfully Submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

PLEASE NOTE: ALL CHANGES TO THIS ORDINANCE WERE APPROVED BY THE BROWN COUNTY BOARD OF SUPERVISORS ON MARCH 15, 2006.

A motion was made by Supervisor Evans and seconded by Supervisor Zima **"to receive and place on file"**.

After discussion, a motion was made by Supervisor Zima and seconded by Supervisor Evans **"to refer"**. After discussion a vote was taken. Roll Call #9f(1):

Ayes: Van Den Heuvel, Nicholson, Theisen, Haefs, Zima, Evans, Vander Leest, Johnson, Beyl, Van Deurzen, Moynihan, Zabel

Nays: Graves, Krueger, Erickson, Kaye, Dantine, Frohna, Collins, Backmann, Fleck, Clancy, Scray, Hinz, Lund, Fewell

Total Ayes: 12 Total Nays: 14

Motion defeated **“to refer”**.

A revised form of the Ordinance was presented by Supervisor Dantine. Discussion followed.

A motion was made by Supervisor Dantine and seconded by Supervisor Krueger **“to adopt as amended”**. Vote taken. Roll Call #9f(2):

Ayes: Graves, Theisen, Krueger, Haefs, Erickson, Kaye, Zima, Dantine, Frohna, Collins, Backmann, Fleck, Clancy, Scray, Hinz, Lund, Fewell

Nays: Van Den Heuvel, Nicholson, Evans, Vander Leest, Johnson, Beyl, Van Deurzen, Moynihan, Zabel

Total Ayes: 17 Total Nays: 9

Motion carried **“to adopt as amended”**.

Approved by: \s\ Carol Kelso, County Executive Date: 4/10/2006

Approved by: \s\ Darlene K. Marcelle, County Clerk Date: 3/24/2006

Approved by: \s\ Patrick Moynihan, Board Chairman Date: 3/23/2006

No. 9g -- RESOLUTION REGARDING: APPROVING THREE-YEAR STATEMENT OF INTENTIONS FOR WISCONSIN DEPARTMENT OF TRANSPORTATION’S HARBOR ASSISTANCE PROGRAM

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

Ladies and Gentlemen:

WHEREAS, the attached Three-Year Harbor Development Statement of Intentions describes proposed improvements which are in the best interest of the Port of Green Bay; and

WHEREAS, the Wisconsin Department of Transportation, in accordance with state statute, requires a statement of project intentions from local units of government intending to apply for federal and/or state aid related to harbor work of benefit to commercial transportation within the next three years; and

WHEREAS, the Harbor Commission and the Planning, Development and Transportation Committee have carefully reviewed the estimated project costs, funding sources, physical locations and alternatives to the proposed projects; and

WHEREAS, the total local matching funds required for the projects indicated as being funded through the Wisconsin Department of Transportation’s Harbor Assistance Program range from twenty (20%) percent to fifty (50%) percent; and

WHEREAS, this Three-Year Harbor Development Statement of Intentions is used by the Wisconsin Department of Transportation for planning purposes only and is not a petition for federal and/or state aid.

NOW THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves the attached Harbor Development Statement of Intentions.

Respectfully submitted,
 PLANNING, DEVELOPMENT AND
 TRANSPORTATION COMMITTEE

The following documents are
Attachments to the above resolution.
They are Three-Year Harbor
Development Statements Of Intentions

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2006
Send to: WisDOT

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Port and Solid Waste Department
Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2006**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: US Oil Marine Vapor Recover Unit

US Oil would like to install a Marine Vapor Recovery Unit (possibly a Flare) to allow for the barging of ethanol from Wisconsin to the East Coast along with gasoline and diesel fuel to other American and Canadian ports. Estimated volume would be as much as 60,000,000 million gallons of ethanol and 50,000,000 gallons of diesel/gasoline. A recovery unit is necessary to ensure that vapors do not escape into the atmosphere. We believe this project would benefit Wisconsin agriculture.

PART II Project Resources

PART III Rank & Probability

Expected Funding Sources (All types)

Amount

(a) Of the projects listed for the year noted above,
this project is of 5th priority to the applicant

(a) **Wisconsin DOT HAP 80%** **\$800,000**

(b) **Brown County (20%)** **\$200,000**
(US Oil Company)

(b) The estimated probability of (b) The estimated
probability of this project being started in year
noted above is :

(c)

(Circle One) High

(d)

\$1,000,000

Medium

Total

Low

Prepared By: **Dean Haen, Port Manager**
Mike Koel, US Oil Company

Date: **January 30, 2006**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

**Due: April 1, 2006
Send to: WDOT**

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)
Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2006**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Pipeline Installation to Utilize US Oil Company's Broadway Dock Facility

The US Oil Company has purchased BP Amoco's Broadway facility that has approximately 400' dock wall unutilized for the waterborne delivery of petroleum products for many years. The project consists of installing a pipeline from the dock wall to the main manifold at the rack to facilitate the delivery of product for themselves and other customer's liquid products at a cost of \$125,000.

Replace and upgrade Dock wall supports @ 1124 N. Broadway to hold barges or ships at a cost of \$25,000.

PART II Project Resources

PART III Rank & Probability

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>	(a) Of the projects listed for the year noted above, this project
(a) Wisconsin DOT HAP (80%)	\$120,000	is of <u>4th</u> priority to the applicant.
(b) Brown County (20%) (US Oil Company)	\$ 30,000	(b) The estimated probability of this project being started in
(c)		year noted above is:
(d)	<u>\$150,000</u>	(Circle One) High
	Total	<u>Medium</u>
		Low

Prepared By: **Dean Haen, Port Manager**
Mike Koel, US Oil Company
Date: **January 30,**

2006

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

**Due: April 1, 2006
Send to: WDOT**

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)
Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2006**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Dredge North Dock for KK Warehousing

KK Warehousing has opportunities to utilize Western Lime's warehousing property, formerly known as Leicht's North Dock. KK Warehousing is interested in bringing in forest products to the facility. The area needs to be dredged to 24' LWL. An estimated 1,200 cy needs to be dredged at a cost of \$21/cy for a total cost of \$25,200.

PART II Project Resources

PART III Rank & Probability

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>	(a) Of the projects listed for the year noted above, this project is of <u>1st</u> priority to the applicant.
(a) Wisconsin DOT HAP (80%)	\$ 20,160	(b) The estimated probability of this project being started in year noted above is:
(b) Brown County (20%) (KK Warehousing)	\$ 5,040	
(c)		(Circle One) High
(d)	<u>\$ 25,200</u>	<u>Medium</u>
	Total	Low

Prepared By: **Dean Haen, Port Manager**
Tom Kuber, KK Warehousing
Date: **January 30, 2006**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

**Due: April 1, 2006
Send to: WDOT**

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)
Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2006**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Public Port Terminal

Purchase river front property along Fox River, presently owned by U.S. Oil Company and Mobil Company for creation of a public terminal facility that would be available for new port operations. The project would include constructing a dock wall at the bulkhead line and filling behind.

PART II Project Resources

PART III Rank & Probability

Expected Funding Sources (All types)

Amount

(a) Of the projects listed for the year noted above, this project

(a) **WI DOT HAP (80%)**

\$8,000,000

is of 3rd priority to the applicant.

(b) **Brown County (20%)
(Green Bay)**

\$2,000,000

(b) The estimated probability of this project being started in year noted above is:

(d)

(Circle One) High

\$10,000,000

Medium

Total

Low

Prepared By: **Dean Haen, Port Manager**

Date: **January 30, 2006**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

**Due: April 1, 2006
Send to: WDOT**

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)

Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2007**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 20078. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Green Bay Harbor Navigational Channel Deepening Project

Deepen federal navigational channel from Grassy Island to the East River Turning basin to St. Lawrence Seaway specification of 26' 3". Presently the channel is 26' to Grassy Island then shallows to 24' until the Main St. Bridge and 22' beyond. The channel would need to be dredged a distance of 4 miles. The U.S. Army Corps of Engineers may then be authorized to conduct a Feasibility Study consisting of a cost/benefit analysis to determine if deepening the whole federal channel is warranted. The port would benefit by decreasing shipping costs and expanding cargoes presently not received because the cargoes are transported on ocean-going ships requiring the necessary seaway draft. The total quantity of material to be dredged from the navigational channel is an est. 870,369 cy at a cost of \$18.00/cy or \$15,666,642.

PART II Project Resources

PART III Rank & Probability

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>	(a) Of the projects listed for the year noted above, this project is of <u>3rd</u> priority to the applicant.
(a) Wisconsin DOT HAP (50%)	\$7,833,321	(b) The estimated probability of this project being started in year noted above is:
(b) Brown County (50%) (Terminal Operators)	\$7,833,321	
(c)		(Circle One) High
(d)	\$15,666,642	Medium
	<u>Total</u>	Low

Prepared By: **Dean Haen, Port Manager**

Date:

January 30, 2006

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

**Due: April 1, 2006
Send to: WDOT**

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)
Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2007**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Cat Island Chain Restoration

Restoration of the Cat Island chain using outer harbor (sandy) dredge material from the navigational channel. The original three Cat Islands were destroyed during high water and storm events in the 1970s. The islands served ecological and environmental benefits to lower Green Bay. Under Section 204 of the Water Resources Development Act of 1992, the United States Army Corps of Engineers conducted a Ecosystem Restoration Report and Draft Environmental Assessment in November 1999 and are willing to pay 75% of the project cost with the remaining cost being local. The Fox River Group has already designated \$800,000 as part of the natural resources damage assessment funds for this project. The remaining local share of reconstructing one of the three islands is \$850,000. This project is supported by U.S. Fish & Wildlife Service, WI Department of Natural Resources, UW-Sea Grant Institute, and other agencies and local environmental groups. Assuming the outer channel generates 80,000 cy of dredge material when dredged, the construction of the first island would take 24 years to construct and use 1.3M cy of sandy dredge material, thus extending the disposal capacity of Bay Port.

PART II Project Resources

PART III Rank & Probability

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>	(a) Of the projects listed for the year noted above, this project is of <u>1st</u> priority to the applicant.
(a) Wisconsin DOT HAP (50%)	\$425,000	(b) The estimated probability of this project being started in year noted above is: (Circle One) x High Medium Low
(b) Brown County (50%)	\$425,000	
(c) Fox River Group(NRDA funds)	\$800,000	
(d)	\$1,650,000 Total	

Prepared By: **Dean Haen, Port Manager**

January 30, 2006

Date:

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2006
Send to: WDOT

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)

Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2007**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Western Lime Corporation's North Dock Wall

Rehabilitation of existing dockwall, to include major repairs to dock face, 920 feet of renewed sheet piling, replacing sheet anchors, replacing outside bumper guards, and installing new pavement between the dockwall and the new warehouse facility to facilitate across dock loading and unloading of commercial bulk product.

PART II Project Resources

PART III Rank & Probability

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>	(a) Of the projects listed for the year noted above, this project is of <u>2nd</u> priority to the applicant.	(b) The estimated probability of this project being started in year noted above is: (Circle One) High Medium Low
(a) WIDOT HAP (80%)	\$856,000		
(b) Brown County (20%) (Leicht's Transfer & Storage)	\$214,000		
(c)			
(d)			
Total	\$1,070,000		

Prepared By: **Dean Haen, Port Manager**
Fred Nast, Western Lime Co.
Date: **January 30, 2006**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2006
Send to: WDOT

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)
Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year: **2006**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Leicht's Transfer & Storage's State Street Dock Wall

Replacement of existing wakefield wall on Fox River slip facility, to include replacement of dock face, 553' feet of replacement sheet piling, replacing sheet anchors, and replacing outside bumper guards at a cost of \$1,300/lf or \$718,900 to facilitate across dock loading and unloading of commercial bulk product. Draft of 24' LWD will require dredging 62,000 cy of sediment @21/cy at a cost of \$1,302,000. In addition, a 300 foot long by 50 foot wide structural pad with support piles at a cost of \$100,000 would be installed on the existing portion of the slip wall currently not requiring replacement. Bollards and a wood fender system would also be added along the entire face of the slip.

PART II Project Resources

PART III Rank & Probability

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>	(a) Of the projects listed for the year noted above, this project is of <u>2nd</u> priority to the applicant.	(b) The estimated probability of this project being started in year noted above is:
(a) WIDOT HAP (80%)	\$1,696,720		
(b) Brown County (20%) (Leicht's Transfer & Storage)	\$ 424,180		
(c)			
(d)		(Circle One) High	
		\$2,120,900	Medium
	Total	<u>Low</u>	

Prepared By: **Dean Haen, Port Manager**
Carol Jamrosz, Leichts

Date: **January 30,**

2006

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

**Due: April 1, 2006
Send to: WDOT**

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)
Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2008**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Port of Green Bay Slip and Dock Wall Deepening Project

Dredge the necessary slips and dock walls to St. Lawrence Seaway specification of 26'3". Presently the slips are approximately 24'. The Fox River Dock slip would need to be dredged at an estimated cost of \$600,000. The Western Lime Company dock wall would need to be dredged at an estimated cost of \$300,000. WPS, Koch Materials, Anamax, St. Mary's Cement, Leicht's, C. Reiss Coal, LaFarge, NE Asphalt and Georgia-Pacific would also have to dredged. Estimated dredging cost of an additional \$2.5 million.

PART II Project Resources

PART III Rank & Probability

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>	(a) Of the projects listed for the year noted above, this project is of <u>1st</u> priority to the applicant.	(b) The estimated probability of this project being started in _____ year noted above is:
(a) WIDOT HAP (80%)	\$ 2,720,000		
(b) Brown County (20%) (Terminal Operators)	\$ 680,000		
(c)			
(d)		(Circle One) High	
		\$ 3,400,000	Medium
	Total	Low	

Prepared By: **Dean Haen, Port Manager**
Date: **January 30,**

2006

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2006

Send to: WDOT

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay

Harbor Name

Brown County (Brown County Port & Solid Waste Department)

Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2008**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Public Terminal Facility

Purchase river front property 300' x 1600' along Fox River, presently owned by Green Bay Packaging, Inc., Proctor & Gamble, and Georgia-Pacific for creation of a public terminal facility. Construction of 1,000 lf of dock wall along Green Bay Packaging, Inc., including major dock face, sheet piling, anchors, bumper guards. Construction of an access road from the river front to Quincy Avenue along Interstate Highway 43 through Green Bay Packaging, Inc., property. Relocate Georgia-Pacific intake clarifier. Remove old railroad tracks and prepare property for port commerce.

PART II Project Resources

PART III Rank & Probability

Expected Funding Sources (All types)

Amount

(a) Of the projects listed for the year noted above, this project

(a) **WI DOT HAP (80%)**

\$8,000,000

is of 2nd priority to the applicant.

(b) **Brown County (20%)
(Green Bay)**

\$2,000,000

(b) The estimated probability of this project being started in year noted above is:

(c)

(d)

(Circle One) High
\$10,000,000

Medium

Total

Low

Prepared By: **Dean Haen, Port Manager**

Date: **January 30,**

2006

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2006
Send to: WDOT

Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)

Responsible Local Unit of Government
(County, City, Village or Town)

Improvements Proposed in Calendar Year **2008**

Instructions: Complete one of these sheets for each project contemplated in calendar 2006, 2007 and 2008. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Redevelopment of the Port of Green Bay including expanding port operations and relocating the C. Reiss Coal Co.

The City of Green Bay and Brown County have received a \$90,000 US Housing and Urban Development grant through Congressman Mark Green to conduct a feasibility study of redeveloping the Port of Green Bay to relocate the C. Reiss Coal Company from an urban neighborhood to a more industrial area. The C. Reiss would be relocated from their 40-acre site to a larger site in the Bay Port Industrial Park. Relocating C. Reiss Coal Co. would also expand port operations by making available up to an additional 50 acres for new port purposes. Western Lime has indicated a need for a larger facility in Green Bay or relocation to another port. This project would create port property, owned by the port and under the control of the port. The project would include relocating C. Reiss to the US Oil/ Mobil Oil Companies property, constructing a dock wall at the bulkhead line and filling behind. US Oil and Mobil will be relocated. The Fox River Dock slip would be widened and extended inland to access 40 acres of property on the west side of Bylsby Ave. This property would be available for expansion. Bylsby Ave. and the railroad track would be rerouted following I-43 and Atkinson Road. WPS slip would be reconstructed, extended inland and ownership transferred to a new port operator. WPS's coal storage would be relocated.

PART II Project Resources

PART III Rank & Probability

Expected Funding Sources (All types)	Amount	(a) Of the projects listed for the year noted above, this project is of <u>1st</u> priority to the applicant.
(a) Wisconsin DOT HAP (80%)	\$16,000,000	
(b) Brown County (20%) (City of Green Bay)	\$ 4,000,000	(b) The estimated probability of this project being started in year noted above is:
(c)		(Circle One) High
(d)	\$20,000,000	Medium
	Total	Low

A motion was made by Supervisor Krueger and seconded by Supervisor Erickson **“to adopt”**. Voice vote taken. Motion carried. Supervisor Zabel abstained.

Approved by: \s\ Carol Kelso, County Executive Date: 4/10/2006

No. 9h -- RESOLUTION REGARDING: AQUATIC NUISANCE SPECIES

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

Ladies and Gentlemen:

WHEREAS, nonindigenous aquatic species have the potential to negatively impact the state’s natural environment;

WHEREAS, current federal laws governing the unintended introduction of aquatic nuisance species into state waters on Lake Michigan via the ballast water of ocean-going cargo ships are inadequate;

WHEREAS, Port of Green Bay’s international port on Lake Michigan provides the state’s farmers and manufacturers with access to foreign markets;

WHEREAS, the State of Wisconsin has a responsibility to protect its environment and economy;

WHEREAS, the Brown County Board of Supervisors recognizes the difficulty that any one state has in either legally or practically regulating international shipping;

WHEREAS, the Brown County Board of Supervisors recognizes the possible limits of state jurisdiction over international maritime commerce;

WHEREAS, the Brown County Board of Supervisors recognizes that there is currently no technology available to ship operators that is proven to adequately treat ships' ballast water:

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

Section 1. That the Brown County Board of Supervisors declares its support for the efforts of the United States Coast Guard and International Maritime Organization to put in place an international ballast water treatment and regulatory program.

Section 2. That the Brown County Board of Supervisors urges the United States Congress to recognize the importance of this issue to all Great Lakes states and move quickly to enact federal legislation to establish a strong ballast water regulatory program sufficient to prevent future introduction of aquatic nuisance species into the Great Lakes.

Section 3. That the Brown County Board of Supervisors declares its support for the "Great Ships Initiative", a research and development project funded jointly by the Port of Green Bay and other Great Lakes ports, the U.S. Department of Transportation and other federal agencies with the goal of accelerating the development and availability of ballast water treatment technology.

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted by the Brown County Clerk to all State and Federal Legislators representing constituents within Brown County, to the Wisconsin Counties Association, and to the Office of Governor James Doyle.

Respectfully submitted,
 PLANNING, DEVELOPMENT AND
 TRANSPORTATION COMMITTEE

CERTIFICATION

I, Darlene K. Marcelle, Clerk of Brown County, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a County Board Meeting of the county Board Supervisors on March 15, 2006, adopted by a majority vote, and recorded in the minutes of said meeting.

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

Dated: 4-12-2006 _____

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

Approved by: \s\ Carol Kelso, County Executive _____ Date: 4/10/2006

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

Late Communications.

No. 10a -- From Supervisor Haefs regarding: A request for staff to update Renard Island Closure Plan including recommendations.

Refer to Planning, Development and Transportation Committee.

No. 10b -- From Supervisor Van Den Heuvel regarding: for an end capping of Renard island with an impermeable cap. In addition, a Sand Filter System with activated carbon to filter the surface. If the additional cost will not be absorbed by the Army Corps, then I am asking the County to go to the original Fox River Clean-Up budget which was set up to pay for this type of cleanup.

Refer to Planning, Development and Transportation Committee.

No. 10c -- From Supervisor Krueger regarding: to have Land Conservation Subcommittee look at the information in a recent issue of Wisconsin Counties Association Monthly Magazine (I will supply the Article to the County Board Office tomorrow to be included in next weeks packet). Pertaining to the Federal Government looking at the infrastructure of ground water contamination, and asking the Committee to decide if Brown County should be asking the Federal Government to include Brown County and our south County problems to be looked at.

Refer to Land Conservation Sub Committee.

No. 10d -- From Supervisor Erickson regarding: I am requesting that Brown County once again obtain membership in the National Association of Counties (NACo). My main reason is my concern about the cost of prescription drugs. Thru NACo any Brown County resident can obtain a prescription card at no cost to them or the county and begin receiving discounts of 13% - 50% at participating pharmacies or thru mail order. This program will benefit Brown County residents of all ages whether they are uninsured or under insured. Membership in NACo is only \$4,159 annually. This is a small price for Brown County to offer it's residents for the above drug discounts plus many additional benefits by joining NACo. I recommend that the appropriate committee approve the membership fee so Brown County can move ahead with NACo and it's many benefits. The funding has been located thru carryover funds.

Refer to Executive Committee.

No. 10e -- From Supervisor Erickson regarding: A request that Brown County mark all fractures in the rock structure in the Wayside area. This could be accomplished by driving in a T-post at each end of the fracture and marking each post with a sign or a flag. This would make everyone more aware of these fractures and help prevent spreading of harmful waste on top or too close to these areas. Please forward this to Land Conservation to review and to determine a cost estimate.

Refer to Planning, Development and Transportation Committee.

No. 11 -- Bills over \$10,000 for period ending March 1, 2006.

A motion was made by Supervisor Collins and seconded by Supervisor Dantine "to approve paying the bills for period ending March 1, 2006". Voice vote taken. Motion carried unanimously with no abstentions.

No. 6b -- Report of Board Chairman:

Chair Moynihan thanked the people of Ashwaubenon for electing him to the position of Brown County Supervisor. He also thanked the Board for the years working with them.

No. 12 -- Closing Roll Call:

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

Total Present: 26

No. 13 -- ADJOURNMENT TO TUESDAY, APRIL 18, 2006, AT 9:30 A.M., LEGISLATIVE ROOM 203, 100 N. JEFFERSON STREET, GREEN BAY, WISCONSIN.

A motion was made by Supervisor Krueger and seconded by Supervisor Fewell "to adjourn to the above date and

time.” Voice vote taken. Motion carried unanimously with no abstentions.

_____/s/ Darlene K. Marcelle_____
Brown County Clerk