

**PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS**  
**APRIL 18, 2006**

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the ORGANIZATIONAL meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Tuesday, April 18, 2006, at 9:30 a.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order.

Invocation by Supervisor Dan Haefs

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Warpinski, De Wane, Nicholson, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson, Dantine, La Violette, Zeller, Kaster, Backmann, Van Deurzen, Fleck, Clancy, De Cleene, Zabel, Scray, Hoeft, Lund, Fewell

Excused: Theisen

Total Present: 25 Total Excused: 1

**No. 1 -- Reading of certified list of County Supervisors and swearing-in ceremony.**

County Clerk Darlene Marcelle read the certified list of County Supervisors and Judge Donald Zuidmulder swore each Supervisor into office. At that time each Supervisor signed their Oath of Office before Judge Zuidmulder.

**No. 2 -- Informational reports from:**

**a) Circuit Court Judge Don Zuidmulder - Separation of Powers.**

Judge Zuidmulder explained to the Supervisors about the separation of powers.

**b) District Attorney John Zakowski - Conflict of Interest and Open Meetings Law.**

District Attorney Zakowski explained to the Supervisors about conflict of interest and the open meeting laws.

**No. 3 -- Selection of Temporary Chair.**

Supervisor Zima was recognized as the senior member of the Board and took his seat at the beginning of the County Board Meeting. No selection was necessary.

**No. 4 -- Election of County Board Chair.**

Acting Chairperson Zima asked for nominations for County Board Chair.

Supervisor Fewell nominated Supervisor Tom Lund.  
 Supervisor Scray nominated Supervisor Dan Haefs. Supervisor Haefs thanked Supervisor Scray for the nomination but explained that he will withdraw his name from nomination.  
 A motion was made by Supervisor Dantine and seconded by Supervisor Fleck **“to close the nomination for County Board Chair”**. Voice vote taken. Motion carried unanimously with no abstentions.  
 Supervisor Tom Lund was unanimously voted in as County Board Chair and took his seat. Chair Lund thanked the County Board for the honor to serve and thanked his predecessor for all he did in his role as County Board Chair. He also thanked the Citizens of District 25 for the faith they have shown by re-electing him to represent District 25. Additionally, he thanked his fellow Board members for electing him to this leadership role. He thanked his family for their patience and support.

**No. 5 -- Election of County Board Vice Chair.**

Chairman Lund opened the floor for nominations for Vice Chair.  
 Supervisor Erickson nominated Supervisor Jack Krueger.  
 Supervisor Van Deurzen nominated Supervisor Dan Haefs. Supervisor Haefs thanked Supervisor Van Deurzen for the nomination; however, he announced he is withdrawing his name from nomination.  
 Supervisor Zabel nominated Supervisor Mary Scray.  
 A motion was made by Supervisor Zima and seconded by Supervisor Evans **“to close the nomination for County Board Vice Chair”**. Voice vote taken. Motion carried unanimously with no abstentions.

The votes for Vice Chair were as follows:

	<u>Jack Krueger</u> -- 16 votes		<u>Mary Scray</u> -- 9 votes	
	Kathy Johnson		Norbert Dantine, Jr.	
	Pat La Violette		Paul Zeller	
	Patty Hoeft		Joe Van Deurzen	
	Steve Fewell		John Vander Leest	
	Bill Clancy		Joe Backmann	
	Mike Fleck		Mary Scray	
	Dave Kaster		Christopher Zabel	
	Norbert	De	Cleene	Andy
Nicholson			Thomas De	Dan
Haefs			Wane	
	Adam Warpinski			
	Jack Krueger			
	Bernie Erickson			
	Harold Kaye			
	Guy Zima			
	Patrick Evans			
	Thomas Lund			

Supervisor Jack Krueger was elected to the position of Vice Chair by a vote of 16 to 9 and took his seat. Vice Chair Krueger stated he has enjoyed his ten years representing the people of District 5 and he is honored by the County Board of Supervisors’ support.

**No. 6 -- Adoption of Agenda.**

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

**No. 7-- Approval of Minutes of County Board Meeting of March 15, 2006.**

A motion was made by Supervisor Nicholson and seconded by Supervisor Johnson **“to adopt the minutes of the March 15, 2006 County Board Meeting”**. Voice vote taken. Motion carried unanimously with no abstentions.

**No. 8 -- Announcements of Supervisors.**

Supervisor Evans explained he received a response from Attorney Mark Hazelbaker regarding the Mental Health Center. Supervisor Evans stressed the County Board must get the numbers from Administration, adding, we have been waiting too long.

Supervisor Nicholson thanked the people of District 3 for their vote in the April 4<sup>th</sup> Election. He also announced that St. Phillips’ Parish is having an auction on April 29<sup>th</sup> from 5:30 to 12:00.

Supervisor Clancy invited everyone to a party at Van Abel’s in Hollandtown on Thursday, April 20<sup>th</sup>, from 7:00 to 10:00 p.m. to celebrate his re-election as County Board Supervisor.

**No. 9 -- Communications. None.**

**No. 10 -- Appointments by County Executive. (None)**

**No. 11a -- Report by County Executive.**

County Executive Kelso congratulated the supervisors on their election and re-election. She also thanked the families of the County Board Members for their support.

Executive Kelso reminded the County Board that the members of the Brown County Board and herself are elected by the citizens of Brown County.

Ms. Kelso invited all members of the Brown County Board of Supervisors to call her office for any information.

She explained that by July she will have numbers for the Mental Health Center.

County Executive Kelso stated that work will start on the dredging of the Fox River in 1 ½ to 2 years.

She welcomed the County Board to join her for a tour of the Mental Health Center today following adjournment of the County Board meeting.

**No. 11b -- Report by Board Chairman. (None)**

**No. 12 -- Other Reports.**

**No. 12a -- TREASURER’S FINANCIAL REPORT FOR THE MONTHS OF NOVEMBER AND DECEMBER 2005.**

**BROWN COUNTY TREASURER’S FINANCIAL REPORT  
FOR THE MONTH OF NOVEMBER 2006**

Following is a statement of the county Treasurer of the Cash on Hand and in the General Account of the Brown County Treasurer as of NOVEMBER 30, 2005.

Associated Bank	\$ 2,333,687.23
Wisconsin Development Fund	0.00
Sweep Account (Repurchase Agreements)	792,600.22
Deposits in Transit	21,357.12
Emergency Fund	(16,267.57)
Non-sufficient Fund Checks Redeposited	(2.00)



**Balance Per Cash Book** **\$ 32,544,309.04**

Following is a statement of the County Treasurer of the Working Capital reserves placed in time deposits in the designated public depositories within Brown County for the purpose of investments as of DECEMBER 31, 2005.

Year-to-Date Interest Received - Prior Month	3,366,705.33
Interest Received - Current Month	<u>315,023.21</u>
Year-to-Date Interest Received on Unrestricted Funds	<b>\$ 3,681,728.54</b>
Working Capital Reserves Invested	134,699,855.66
Restricted Investments	<u>8,771,333.17</u>
Total Funds Invested	<b>\$ 143,471,188.83</b>

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of DECEMBER 31, 2005 and the Statement of Investments for the month of DECEMBER have been compared and examined, and found to be correct.

          /s\ Kerry M. Blaney            
County Treasurer

Approved by:           /s\ Carol Kelso, County Executive           Date: 5/1/2006

A motion was made by Supervisor Fleck and seconded by Supervisor Kaye **“to adopt the November and December 2005 Financial Reports”**. Voice vote taken. Motion carried unanimously with no abstentions.

**No. 13a -- REPORT OF ADMINISTRATION COMMITTEE OF APRIL 5, 2006**

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on April 5, 2006, and recommends the following motions:

1. Review minutes of:
  - a. Housing Authority (2/20/06). Receive & place on file.
2. Initial Resolutions, Authorizing the Issuance of Not to Exceed \$7,125,000 Corporate Purpose General Obligation County Bonds, Series 2006, of Brown County Wisconsin. (Referred to Executive Committee.) Committee approved. See Resolutions, Ordinances April County Board.
3. Request for Budget Transfer (#05-75): Interdepartmental Transfer (including contingency or general fund transfers): Transfer of \$50,000 from land Information Office (LIO) to Property Listing survey review fees account. Justification: Review of land division documents prior to recording with Register of Deeds is a critical component of maintaining the county’s parcel map to established accuracy standards. (Referred from Planning, Development & Transportation Committee.) Approve
4. Dept. of Administration - 2006 Budget Transfer Log. Approve.
5. Treasurer - Financial Reports for the months of November and December, 2005. Approve.

6. Treasurer - Office Highlights – 2005. Approve.
7. Extend Brown County’s Banking Contract through June 30, 2007. Approve.
8. Human Resources - Monthly Committee Report (February, 2006). Receive & place on file.
9. Human Resources - Update from Human Resources regarding employees requesting appeals of Class & Comp study. Approve.
10. Human Resources - Resolution re: Authority to Execute a 2004-2005-2006 Labor Agreement With the Brown County Human Services Professional Employees. Committee approved. See Resolutions, Ordinances April County Board.
11. Audit of bills. Approve audit of bills.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Backmann “**to adopt**”. Voice vote taken. Motion carried. Supervisors Zima, Scray and Vander Leest abstained from item #1 (Housing Authority Minutes of 2/20/06).

Approved by:           \s\ Carol Kelso, County Executive                                Date: 5/1/2006

**No. 13b -- REPORT OF EDUCATION AND RECREATION COMMITTEE (MEETING CANCELLED)**

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE did not meet in regular session in April 2006.

Approved by:           \s\ Carol Kelso, County Executive                                Date: 5/1/2006

**No. 13c -- REPORT OF EXECUTIVE COMMITTEE OF APRIL 10, 2006**

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on April 10, 2006 and recommends the following motions:

1. County Executive Report. (No report.)
2. Internal Auditor Report.
  - a) NEW Zoo Cash Handling Adjustments for A-10 Monetary Receipts, Disbursements and Deposits. Receive & place on file.
3. Legislative Subcommittee Report. (No report.)
4. Communication from Supervisor Erickson re: Requesting that Brown County obtain membership in NaCo because of prescription drugs. (Referred from March County Board.) Authorize \$4,159 for membership in NACo.
5. Communication from Supervisor Bill Clancy re: Wants to have Administration respond regarding the HIPPA inquiry. (Held from previous meeting.) Hold for one month.
6. Communication from Supervisor Steve Fewell re: Recommended Change in County Code regarding Appointments. (Held from previous meeting with motion: *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.*) Committee approved resolution.

including paragraphs one, two and four. See Resolutions, Ordinances April County Board.

7. Initial Resolutions Authorizing the Issuance of Not to Exceed \$7,125,000 Corporate Purpose General Obligation County Bonds, Series 2006, of Brown County, Wisconsin. (Referred from Planning, Development & Transportation Committee & Administration Committee.) Committee approved. See Resolutions, Ordinances April County Board.
8. Resolution re: Register of Deeds Office Reclassification of Three (3) Clerk Typist II/Real Estate Division/Positions to Clerk Typist III's. (Referred from Planning Development & Transportation Committee.) Committee approved. See Resolutions, Ordinances April County Board.
9. Resolution re: Authority to Execute a 2004-2005-2006 labor Agreement with the Brown County Human Services Professional Employees. (Referred from Administration Committee.) Committee approved. See Resolutions, Ordinances April County Board.
10. Resolution re: Pertaining to a Change in the Table of Organization for Brown County Human Services by adding a Half-Time Clerk II. (Referred from Human Services Committee of March 8, 2006.) Committee approved. See Resolutions, Ordinances April County Board.
11. Resolution re: Supporting State of Wisconsin 2005 Assembly Bill 591 and 2005 Senate Bill 295 regarding Placement of Violent and Child Sex Offenders. (Referred from Public Safety Committee of March 9, 2006.) Committee approved. See Resolutions, Ordinances April County Board.
12. **Closed Session:** Pursuant to Sec. 19.85(1)(e) of the Wisconsin Statutes, for the purpose of conducting public business whenever competitive or bargaining reasons require a Closed Session (Negotiation of Restitution Agreement of Zoo Funds).
  - a) Enter into closed session.
  - b) Return to regular order of business.
  - c) No action taken.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Nicholson **"to adopt"**. Supervisor Backmann requested item #4 be taken separately. Voice vote taken. Remainder of report carried unanimously with no abstentions.

Item #4 -- Communication from Supervisor Erickson regarding: Requesting that Brown County obtain membership in NACo because of prescription drugs. (Referred from March County Board.) COMMITTEE ACTION: Authorize \$4,159 for membership in NACo.

Supervisor Backmann questioned why are we joining NACo and asked what benefits Brown County citizens would get from the \$4,159 cost?

Supervisor Erickson explained this has been discussed for months. He stated there are lots of benefits and this would benefit the residents of Brown County.

Following discussion, a motion was made by Supervisor Warpinski and seconded by Supervisor Erickson **"to adopt item #4"**. Voice vote taken. Motion carried with Supervisors Backmann and Zeller voting nay.

Approved by: \_\_\_\_\_ \s\ Carol Kelso, County Executive \_\_\_\_\_ Date: 5/1/2006

**No. 13d -- REPORT OF HUMAN SERVICES COMMITTEE (MEETING CANCELLED)**

TO THE MEMBERS OF THE BROWN COUNTY  
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE did not meet in regular session in April 2006.

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

Date: 5/1/2006

**No. 13e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF MARCH 22, 2006**

TO THE MEMBERS OF THE BROWN COUNTY  
BOARD OF SUPERVISORS

Ladies and Gentlemen:

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

Land Conservation Subcommittee

1. 2005 Annual Report. Approve 2005 Annual Report & 2006 Work Plan.
2. Town of Morrison update. No action.
3. Communication from Supervisor Bernie Erickson re: Brown County mark all fractures in the rock structure in the Wayside area. (Referred from March County Board.) Direct the summer intern to mark the Karst fractures in the Wayside area.
4. Director's Report. No action.

Planning, Development & Transportation Committee

1. Review minutes of:
  - a) Planning Commission Board of Directors (1/4/06).
  - b) Solid Waste Board (1/16/06)
  - c) Harbor Commission (2/13/06).Receive & place on file items a-c.
2. Initial Resolutions Authorizing the Issuance of Not to Exceed \$7,125,000 Corporate Purpose General Obligation County Bonds, Series 2006, of Brown County, Wisconsin. Committee approved. See Resolutions, Ordinances April County Board.
3. Planning Commission/Property Listing - Request for Budget Transfer (#05-75): Interdepartmental Transfer (including contingency or general fund transfers): Transfer of \$50,000 from land Information Office (LIO) to Property Listing survey review fees account. Justification: Review of land division documents prior to recording with Register of Deeds is a critical component of maintaining the county's parcel map to established accuracy standards. Approve.
4. Register of Deeds Office - Reclassification of Three (3) Clerk Typist II/Real Estate Division/Positions to Clerk Typist III's. (Referred to Executive Committee.) Committee approved. See Resolutions, Ordinances April County Board.
5. Highway - Ordinance Dealing with Revision of Speed Zone on County Highway S Town of Lawrence, Brown County, State of Wisconsin. Committee approved. See Resolutions, Ordinances April County Board.
6. Zoning - Discussion of private on-site waste water treatment systems in Town of Morrison. Receive & place on file.
7. Communication from Andrew Iwen re: Transfer Station. (Referred by Supervisor Zima at February County Board.) Hold for one month.
8. Closed Session: Pursuant to Sec. 19.85 (1)(g) of the Wisconsin Statutes for the purpose of



- conferring with legal counsel who is rendering advice concerning strategy with respect to litigation:  
 Village of Hobart v. Brown County (Solid Waste Transfer Station litigation).
- a) Enter into closed session.
  - b) Return to regular order of business.
  - c) No action taken.
9. Audit of bills. Approve audit of bills.

A motion was made by Supervisor Erickson and seconded by Supervisor Fleck **“to adopt”**. Supervisor Dantine requested that item #3 under Land Conservation Subcommittee be corrected by changing the word “make” to “mark”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by:           \s\ Carol Kelso, County Executive                                Date: 5/1/2006

### **No. 13f --      REPORT OF PUBLIC SAFETY COMMITTEE OF APRIL 12, 2006**

TO THE MEMBERS OF THE BROWN COUNTY  
 BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on April 12, 2006, and recommends the following motions:

1. Review minutes/reports:
  - a) Local Emergency Planning Committee - LEPC (3/14/06).
  - b) Fire Investigation Task Force Board of Directors (1/19/06).
  - c) Radio Communications Interoperability Commission (2/23/06 & 3/27/06).
  - d) Criminal Justice Coordinating Board (3/28/06).

Receive & place on file items a-d.
2. Volunteers in Probation - Monthly Statistics ending February 28, 2006. Receive & place on file.
3. Public Safety Communications - Radio Communications Engineering Consultant Services Request for Proposal (March 2006). Held from previous meeting. Hold for one month.
4. Public Safety Communications - Renewal of Resolution re: Approving the Agreement for Enhanced 9-1-1 Service for Brown County. Committee approved. See Resolutions, Ordinances April County Board.
5. Public Safety Communications - Director’s report. Receive & place on file.
6. Emergency Government - Director’s Report. Receive & place on file.
7. Clerk of Courts - Resolution re: Authorizing the Clerk of Courts to Accept Payments by Credit or Debit Card for Any Required Payment to the Clerk of Courts. Committee approved. See Resolutions, Ordinances April County Board.
8. Sheriff - Request for grant approval: Technology Transfer Program that provides, at no cost to agencies, equipment and training for deployments and operations; & video enhancement technology. Approve.
9. Sheriff - Key Factor Report 2006 with Jail Average Daily Population by month and Overtime Expenditures by Division/Section 2006 – thru February. Receive & place on file.
10. Sheriff - Communication from Supervisor Andy Nicholson re: Presentation from Jeff Vander Leest of GPS monitoring on Huber inmates and individuals waiting to go to court. (Held from

previous meeting with motion: *Refer to Sheriff and report back.*). Hold for Sheriff's report.

- 11. Sheriff - Request for Budget Transfer (#06-23): Increase in Expenditures with Offsetting Increase in Revenue: Increase revenues to reflect receipt of a donation from Greater Green Bay Community Foundation for purchase of ballistic protective shields for Sheriff Department's ERU team (\$4,080). Approve.
- 12. Sheriff - Intergovernmental agreement between the City of Green Bay and Brown County regarding the 2006 Byrne Justice Assistance Grant. Committee approved. See Resolutions, Ordinances April County Board.
- 14. **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.)
- 15. Audit of bills. Approve audit of bills.

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

Approved by: \_\_\_\_\_ \s/ Carol Kelso, County Executive \_\_\_\_\_ Date: 5/1/2006

**No. 14 -- Resolutions, Ordinances**

**No. 14a -- RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2004-2005-2006 LABOR AGREEMENT WITH THE BROWN COUNTY HUMAN SERVICES PROFESSIONAL EMPLOYEES**

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a three (3) year labor agreement on behalf of Brown County with the Brown County Human Services Professional Employees for the years 2004-2005-2006 effective January 1, 2004, which agreement shall provide the following major changes from the 2002-2003 labor agreement.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

- 1. ARTICLE 11.1 Health and Dental Insurance.
  - a) Retroactive to July 1, 2005, the Employee contribution will increase to 7.5 percent for the PPO and HSP and dental single and family plans.
  - b) Health Savings Plan Design - effective midnight, December 31, 2006:
    - i) Increase the individual annual deductible from \$100 to \$200.
    - ii) Increase the family annual deductible from \$200 to \$600.
    - iii) Increase the family out-of-pocket maximum from \$1,200 to \$1,800.
    - iv) Increase the prescription drug separate out-of-pocket per person maximum from \$500 to \$1,000.

- v) Increase the lifetime maximum benefit from \$1,000,000 to \$2,000,000
- c) Preferred Choice PPO Plan Design - effective midnight, December 31, 2006:
  - i) Increase the PPO in-network office co-pay from \$10 to \$15.
  - ii) Establish a prescription drug separate out-of-pocket per person maximum at \$1,000.
- 2. ARTICLE 12. Wisconsin Retirement System.  
The WRS contribution will be increased commensurate with the wage increases.
- 3. ARTICLE 31: Parking Expense.  
Include employee parking expense in the flexible spending benefit with the understanding that participation requires a three (3) person minimum per landlord.
- 4. ARTICLE 33. Duration of Agreement  
Three (3) years.
- 5. NEW ARTICLE: Flex-Time.  
Incorporate the flex-time memorandum of understanding into the contract.
- 6. NEW ARTICLE: Direct Deposit.  
Mandate that all employee pay be directly deposited.
- 7. SCHEDULE A.
  - a) 2004: 1.9% across the board retroactive.
  - b) 2005: 2.8% across the board retroactive.
  - c) 2006: 1.5% commencing 1/1/06 retroactive; an additional 1.6% commencing on 7/1/06.
  - d) A 20¢ increase in Step 8 commencing 7/1/06 after the percentage increase.
- 8. MEMORANDUMS OF UNDERSTANDING:
  - a) Christmas Eve and New Year’s Eve - Re-sign.
  - b) VEBA Account - Update and re-sign.
  - c) Insurance Side Letter - Update and re-sign.
  - d) County-wide Insurance - Delete.
  - e) EAP Gatekeeper - Delete.
  - f) Personal Time Off - Delete.

Respectfully submitted,  
ADMINISTRATION COMMITTEE  
EXECUTIVE COMMITTEE

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

Approved by:           \s\ Carol Kelso, County Executive                                Date: 5/1/2006

**No. 14b -- INITIAL RESOLUTIONS AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,125,000 CORPORATE PURPOSE GENERAL OBLIGATION COUNTY BONDS, SERIES 2006, OF BROWN COUNTY, WISCONSIN**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE

BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

Initial Resolution Authorizing General Obligation Bonds  
In an Amount Not to Exceed \$1,800,000

BE IT RESOLVED by the County Board of Supervisors of Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$1,800,000 for the purpose of paying the cost of a County-wide financial system.

Initial Resolution Authorizing General Obligation Bonds  
In an Amount Not to Exceed \$420,000

BE IT RESOLVED by the County Board of Supervisors of Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$420,000 for the purpose of paying the cost of building systems upgrades.

BE IT FURTHER RESOLVED, by the Board of Supervisors of Brown County, Wisconsin, that change orders in excess of \$10,000 or 25% of the contract price, whichever is less, for such building system upgrades shall be submitted to the appropriate oversight committee of the Board of Supervisors of Brown County for prior approval.

Initial Resolution Authorizing General Obligation Bonds  
In an Amount Not to Exceed \$4,905,000

BE IT RESOLVED, by the County Board of Supervisors of Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$4,905,000 for the purpose of paying the cost of highway improvements including the CTH "J" (Lakewood Drive and Riverside Drive), CTH "O" (Allouez Avenue), CTH "G" (George Street), CTH "X" (Heritage Road), CTH "R", CTH "EE" (Orlando Drive and Grant Street), CTH "JJ", and CTH "T" projects.

BE IT FURTHER RESOLVED, by the Board of Supervisors of Brown County, Wisconsin, that change orders in excess of \$10,000 or 25% of the contract price, whichever is less, for such construction shall be submitted to the appropriate oversight committee of the Board of Supervisors of Brown County for prior approval.

Respectfully submitted,  
BROWN COUNTY BOARD OF SUPERVISORS  
EXECUTIVE COMMITTEE  
PLANNING, DEVELOPMENT &  
TRANSPORTATION COMMITTEE  
ADMINISTRATION COMMITTEE

A motion was made by Supervisor Van Deurzen and seconded by Supervisor Kaye **"to adopt"**. Voice vote taken. Motion carried with Supervisor Haefs voting nay.

Approved by:           \s\ Carol Kelso, County Executive                                Date: 5/1/2006

No. 14c -- **RESOLUTION REGARDING: REQUESTING FISCAL IMPACT INFORMATION BE INCLUDED IN COUNTY EXECUTIVE DEPARTMENT HEAD APPOINTMENTS AS TO COMPENSATION AND PAID TIME OFF**



WHEREAS, funding for the ½ time Clerk II position is available in the existing Brown County Human Services budget;

NOW, THEREFORE BE IT RESOLVED that Brown County Human Services be allowed to add a ½ time Clerk II position to the Table of Organization for the Economic Support area.

Respectfully submitted,  
HUMAN SERVICES COMMITTEE  
EXECUTIVE COMMITTEE

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: 5/1/2006

ATTACHMENT TO RESOLUTION #14D

**BROWN COUNTY POSITION DESCRIPTION**

**POSITION TITLE:** CLERK II (SUPPORT SERVICES AIDE)  
**REPORTS TO:** ECONOMIC SUPPORT CLERICAL SUPERVISOR  
**DEPARTMENT:** HUMAN SERVICES

**JOB SUMMARY:**

Under general supervision performs clerical work of a varied nature calling for familiarity with basic agency and unit procedures as well as the ability to exercise independent judgment in carry out assignments.

**ESSENTIAL DUTIES:**

Retrieves, scans and indexes case file documents into the Electronic Case File for Economic Support. Redistributes documents appropriately.  
Assists in processing, scanning and/or distributing incoming Economic Support mail.  
Maintains case records (hard copy or electronic case file).  
Assists in maintaining current supply of forms, pamphlets and brochures.  
Maintains supply of packets used for application and reviews.  
Assists in maintaining inventory control of office supplies.  
Assists in the maintenance of office equipment for faxes, printers, copiers and scanner.  
Provides backup for the Support Services Representative and File Clerk.

**NON-ESSENTIAL DUTIES:**

Performs other related functions as assigned.

**MATERIALS AND EQUIPMENT USED:**

General Office Equipment  
Computer  
Scanner

**MINIMUM QUALIFICATIONS REQUIRED:**

**Education and Experience:**

High School Diploma, plus one year of office and/or customer service experience; or any equivalent combination of education, training and experience which provides the necessary

knowledge, skills and abilities.

**Licenses and Certifications:**

None

**Knowledge, Skills and Abilities:**

- Knowledge of general office procedures.
- Knowledge of correct spelling, and proper grammar.
- Knowledge of and ability to utilize a computer and the required software.
- Skilled in the operation of a variety of office machines (i.e. copy machine, fax machine, telephone, and personal computer).
- Ability to perform varied and somewhat complex clerical tasks.
- Ability to establish and maintain effective working relationships with staff and public.
- Ability to assume responsibility and to follow established procedures.
- Ability to understand and carry out fairly complex oral and written instructions.
- Ability to communicate effectively both orally and in writing.
- Ability to perform full data entry function at a rate of 65 net keystrokes per minute.
- Ability to work the required hours of the position.

**PHYSICAL DEMANDS:**

- Lifting 30 pounds maximum with frequent lifting and/or carrying of objects weighing up to 20 pounds.
- Intermittent standing, sitting and walking.
- Using hand(s)/feet for repetitive single grasping, fine manipulation and pushing and pulling.
- Communicating orally in a clear manner.
- Distinguishing sounds at various frequencies and volumes.
- Distinguishing people or objects at varied distances under a variety of light conditions.

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

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

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

**OUTSOURCING OPTIONS FOR ECONOMIC SUPPORT SCANNING POSITION  
TEMPORARY VS. PERMANENT STAFF  
COMPARISON/DISCUSSION**

**TEMPORARY STAFF-ADVANTAGES**

- Hiring process is quick (1 month)
- Easier to terminate if performance/absenteeism issues arise
- No long term commitment or union protection if state/county funding is reduced or eliminated
- Hourly rate is cheaper

**TEMPORARY STAFF-DISADVANTAGES**

- The position is responsible for continuous duties-not a limited term project
- Fulfilling the duties with a non-union employee will be a union issue-as per Article 30 of the Para-Professional Contract (This article states that to ensure the preservation of work and job opportunities for employees covered by the contract, services ordinarily performed by regular

employees will not be conveyed to another agency, even when the services can be provided at less than the county's cost.)

- This would be the first permanent position filled by outside staff being brought into a union environment within Human Services
- Backup by union staff to a non-union position will be problematic
- Despite being less expensive “up front” indirect time and resulting costs associated with administrative coordination with another agency, training or re-current training due to turnover, and supervisory obligations over a non-staff member can make this a “more costly” alternative
- Absenteeism and self-termination will create coverage issues
- The advantage of not making a long term commitment is also a disadvantage in terms of potential lack of dedication, stability, morale and buy-in, lack of commitment can work both ways
- Do not have the ability to utilize temporary staff person for coverage in other areas when needed per union contract

**PERMANENT STAFF-DISADVANTAGES**

- In the event there are performance issues, termination beyond the probationary period becomes more difficult
- Eligible to be able to exercise union related options to post into vacancies after the probationary period
- At first glance, a permanent staff person appears to be more expensive given benefits

**PERMANENT STAFF-ADVANTAGES**

- Ongoing, continuous duties require stable, permanent staffing (This is not a typical short term project or a situation which is typical of temporary employment ventures.)
- Reasonable to assert that we will assuredly secure a more qualified candidate at \$13.6386\* plus benefits than what we will at \$10.00 with the remainder of the balance paid by the county going to a temporary agency (The temp agency continues to profit on an hourly basis \$4 to \$7 per hour for simply hiring an employee. The remainder of the supervision, QC'ing for accuracy, training and oversight is deferred to the county supervisor. The County is not reaping a benefit for the money expended.)
- Allows the immediate supervisor the ability to recruit, select, hire and train to meet the specific needs/skills/qualifications of the position while also being able to assess the overall dynamics of the team to determine a good fit for all
- Establishes a main contact person to lead the project and oversee workload/issues
- County supervisor exercises the ability to supervise directly without having to work thru a third party to coordinate issues which results in a large, indirect cost savings
- Responsibility, authority and accountability all lie with the county
- Once hired, a commitment is made by both the employee and the county which instills buy-in, establishes relationships and ownership and supports accountability
- Given the nature and complexity of the training period, training could extend beyond 30 days, however, the initial time invested in training will pay off based on the quality of the person who will become a permanent employee
- Employee can be utilized to provide backup coverage, when needed, within other areas on the team
- Other staff can be utilized to provide backup coverage to assist in project completion without creating union related issues

Responder #1	\$19.20 an hour
Responder #2	\$14.60 an hour
County position	\$13.6386* an hour plus benefits or \$20.7920* an hour (includes benefits)



\* hourly rate is an estimate. The Para Professional contract has not been settled.

**No. 14e -- ORDINANCE REGARDING: DEALING WITH REVISION OF SPEED ZONE ON COUNTY HIGHWAY S, TOWN OF LAWRENCE, BROWN COUNTY, STATE OF WISCONSIN**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

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

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

County Trunk Highway S/Freedom Road, Town of Lawrence:

Add: Forty-five miles per hour from its intersection with Mid-Valley Road, easterly to the U.S. Highway 41 east side ramps.

Section 3: This ordinance shall take effect upon passage and publication. Adopted this 18th day of April 2006.

Respectfully Submitted,  
 PLANNING, DEVELOPMENT &  
 TRANSPORTATION COMMITTEE

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

Approved by: _____ \s\ Carol Kelso, County Executive	Date: 5/1/2006
Approved by: _____ \s\ Darlene K. Marcelle, County Clerk	Date: 5/1/2006
Approved by: _____ \s\ Thomas Lund, Board Chairman	Date: 5/2/2006

**No. 14f -- RESOLUTION REGARDING: REGISTER OF DEEDS OFFICE RECLASSIFICATION OF THREE (3) CLERK TYPIST II/REAL ESTATE DIVISION/POSITIONS TO CLERK TYPIST III'S**

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

Ladies and Gentlemen:

WHEREAS, a study of the Clerk Typist II positions in the Real Estate Division of the Register of Deeds office was completed, and it was determined that the Clerk Typist II's are performing duties beyond the Clerk Typist II position description; and

WHEREAS, requests for reclassification were submitted in 2004, and the basis for the reclassifications relates to changes that have occurred as a result of a new Land Records System and additional duties of the Real Estate Division staff to better serve the needs of the Department and the community; and

WHEREAS, the Human Resources Department has conducted a thorough study of the change in job duties and recommends the three (3) Clerk Typist II positions in the Real Estate Division of the Register of Deeds office be reclassified to Clerk Typist III positions (study attached); and

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the three (3) Clerk Typist II positions in the Real Estate Division of the Register of Deeds office, be reclassified as Clerk Typist III's in the Register of Deeds table of organization retroactive to the original dates of the reclassification requests which are dated March 3, 2004.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

Respectfully submitted,  
 PLANNING, DEVELOPMENT &  
 TRANSPORTATION  
 EXECUTIVE COMMITTEE

COMMITTEE  
Fiscal Note:  
 (2003 Hourly Wage) (1 year rate)

Clerk Typist II - Category B	\$13.1143
Clerk Typist III - Category F	<u>13.7292</u>
Difference	\$ .6149

Total Estimated Fiscal Impact per Clerk Typist: \$1,199.05

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

Approved by:       \s\ Carol Kelso, County Executive       Date: 5/1/2006

**ATTACHMENT TO RESOLUTION 14F**  
**ON NEXT PAGE**

HUMAN RESOURCES DEPARTMENT



305 E. WALNUT STREET  
 P.O. BOX 23600  
 GREEN BAY, WI 54305-3600

MICHAEL KWATERSKI

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

DIRECTOR

TO: Michael Kwaterski  
 Human Resources Director

DATE: March 13, 2006

FR: Samantha Tonn  
 Human Resources Analyst

RE: Request for reclassification of Clerk Typist II – Register of Deeds (Real Estate)

**I. Introduction**

In March 2004, the Clerk Typist II's (Real Estate) submitted a reclass request due to an increase in job duties.

**II. Research Completed**

- A. Review and update of Position Description Questionnaire
- B. Discussion with one Clerk Typist II (Real Estate)
- C. Discussion with Register of Deeds – Cathy Williquette

**III. Discussion**

In discussion with the Clerk Typist II (Real Estate) the basis for the reclass are changes that have occurred as a result of a new Land Records System (Idoc), the responsibility to account for cash drawer/bookkeeping functions, utilization of ervicecord technology, the changes that have occurred to the review and verification of documents and the additional responsibility of utilizing and maintaining Ithica imprinting equipment.

Job changes identified by the Clerk Typist II's (Real Estate) are:

Changes related to implementation of Land Records System

- Imprint documents using Ithaca imprinter with date, time exemption number or transfer fee and document number.
- Endorse Checks.
- Close out and account for own cash drawer and balance.
- Using the document images(s) sight verifies the document type, recording date and time, determines and verifies the entry of the grantor(s), grantee(s), and any cross references(s) to other document from this recorded document on Land Records System
- Sight verifies the document returnee information for accuracy
- Identify errors and corrects by re-key method.
- Process refunds into escrow and/or internal account.
- Edit transactions through Reset Utilities program.
- Perform routine maintenance and troubleshooting of Ithica Imprinters.
- Using Administration Rights electronically route documents using "batch" assignment
- Learn how to function in a Windows computer environment

149

- Full legal description required on documents to be indexed in real estate records – SB 287 March 25, 1994
- Assist customers to complete Use of Corporate Name Form – 1995 Wisconsin Act 201
- Standard format required for documents presented to be recorded – 1995 Wisconsin Act 110
- Deed of Trust documents require a transfer form before they can be recorded - 1/28/1997
- New Transfer Return Forms staff required to enter recording information – 1/1/2000
- No longer accept documents for re-recording use Affidavit of Correction instead – January 1, 2000
- Record Transportation Project Plats – June 26, 1998 (1997 Wisconsin Act 282)
- Documents recorded in order presented – June 1, 2000 (1999 Wisconsin Act 96)
- Documents making reference to CSM must contain map number – June 1, 2000
- Learn how to accept and process documents using eRecord technology. – September 2, 2003
- Review and accept conveyance documents by Parcel Identification Number – March 1, 2004

In evaluating the reclassification request, the following three areas must be analyzed:

- Are there significant job duty changes?
- If so, do those significant job duty changes affect the knowledge, skills, and abilities necessary to perform the position?
- If so, do the new requirements for knowledge, skills, and abilities warrant the position to be reclassified to another position or pay grade?

#### IV. Analysis of Job Changes

A Clerk Typist II (Real Estate) is responsible for the processing and maintenance of real estate records. This includes reviewing, recording, indexing, cashiering, receipting, verifying and bookkeeping regarding legal instruments presented for recording which affects interest in real estate; acts as a reference resource on real estate document recording and the Wisconsin Real Estate Transfer return; and works with the public, vendors and services related to the transfer of real estate. As a result of technological advancements including the implementation of an automated Land Records System and changes in state statutes, the following job changes resulted:

Changes related to implementation of Land Records System

- Imprint documents using Ithaca imprinter with date, time exemption number or transfer fee and document number.

Ithaca imprinting software/hardware is a new procedure for recording document information. Using this equipment the Clerk II's are able to more accurately record transaction date/time and document numbers printing them directly on the documents. This replaces the process of hand-stamping and logging numbers manually to assure that duplicate numbers are not used. The Clerk II's attended training (Fidler) to utilize the Idoc software and associated printer. The maintenance and troubleshooting of the printer is also the responsibility of the Clerk II. The knowledge of and ability to utilize the Ithaca imprinting software/hardware which required the attendance of training provided by an outside vendor is not a current responsibility of the job description therefore, additional knowledge, skills and abilities are required as it relates to the use of this office equipment.

- Endorse Checks.

Endorsing checks was a previous responsibility of the Deputy Clerk Register of Deeds. This responsibility has since been transferred to the Clerk II position. Although no additional knowledge, skills and abilities are required to physically endorse the checks, the

142

responsibility of doing so requires the ability to accept responsibility and exercise independent judgment which is not a current responsibility of the job description therefore, the responsibility of endorsing the checks is an advanced decision making skill associated with a higher level of responsibility requiring additional knowledge, skills and abilities.

- Close out and account for own cash drawer and balance.

The Clerk II's are responsible for maintaining their own cash bags that account for cash, checks and associated fees received as it relates to the transfer and recording of real estate records. This is a new responsibility of the role as the maintaining of cash was handled in one central location (drawer) and the responsibility for balancing was previously handled by the Chief Deputy Register of Deeds. The ability to account for monies handled and the ability to keep complex financial records is not a current responsibility of the job description therefore additional knowledge, skills and abilities as it relates to maintaining individual cash bags is associated with a higher level of responsibility.

- Using the document images(s) sight verifies the document type, recording date and time, determines and verifies the entry of the grantor(s), grantee(s), and any cross references(s) to other document from this recorded document on Land Records System

The document management system as it relates to real estate records was previously maintained in AS400 and has since been updated and replaced by the Idoc or Land Records System. Utilizing a scanner, the image of the record is uploaded into the Idoc system and the Clerk II's are responsible for verifying and entering information as to properly catalog the document. The previous process was manual in nature. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the sight verification of related real estate records is associated with a higher level of responsibility.

- Sight verifies the document returnee information for accuracy

The Clerk II's are responsible for verifying returnee information for accuracy. This was not a previous responsibility of the position as the returnee information was assumed to be accurate. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the sight verification of returnee information is associated with a higher level of responsibility.

- Identifies errors and corrects by re-key method.

See above (sight verification pertaining to Land Records System) for related assessment of job change. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the sight verification of related real estate records is associated with a higher level of responsibility.

- Process refunds into escrow and/or internal account.

The Clerk II's are responsible for monies due into related accounts. They are responsible for assuring the accuracy of the account and making corrections as necessary so that the monies are transferred correctly. The associated account number was assumed to be accurate with the prior procedure. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the verification of refunds and account information is associated with a higher level of responsibility.

148

- Edit transactions through Reset Utilities program.

Related to the Land Records/Idoc System the Clerk II's are responsible for editing transactions through the Reset Utilities program (Idoc software). Making these corrections was a previous responsibility of the Chief Deputy Register of Deeds. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the verification of transactional information is associated with a higher level of responsibility.

- Perform routine maintenance and troubleshooting of Ithica Imprinters.

See above (Ithica imprinting) for related assessment of job change. The maintenance of the manual system was previously maintained by the Chief Deputy Register of Deeds. The Clerk II's attended training (Fidler) to utilize the idoc software and associated printer. The maintenance and troubleshooting of the printer is also the responsibility of one of the Clerk II's. The knowledge of and ability to utilize the Ithica imprinting software/hardware which required the attendance of training provided by an outside vendor is not a current responsibility of the job description therefore, additional knowledge, skills and abilities are required as it relates to the use of this office equipment.

- Using Administration Rights electronically route documents using "batch" assignment

One of the Clerk II's is responsible for batching, assigning and routing electronic documents for processing. This individual has "administration rights" as defined with the Land Records/Idoc system. The previous process allowed for each Clerk II to gather their own documents for processing. In the absence of the Clerk II with "administration rights" the Chief Deputy Register of Deeds assigns the documents for processing. The ability to direct the work activities of employees is a current responsibility of the job description although the ability to determine workload and decide the amount of documents to route to other Clerk II's is a responsibility that requires independent judgment and is not a current responsibility of the job description, therefore the responsibility of routing documents for processing is an advanced decision making skill associated with a higher level of responsibility.

- Learn how to function in a Windows computer environment

The ability to operate in a Windows environment is a current responsibility of the job description, defined as the ability to utilize a computer and related software. However, related applications associated with the Clerk II position require additional knowledge, skills and abilities by way of obtaining a WAMS (Web Access Management System) id, a program associated with the DOR. This program allows the Clerk II's to compare Deed information online. They were required to attend training and complete a background check prior to being granted access to the program therefore, the responsibility of maintaining a WAMS id is associated with a higher level responsibility and additional knowledge, skills and abilities is required. See also required training associated with Ithica imprinting software/hardware and Land Records/Idoc system.

- Full legal description required on documents to be indexed in real estate records – SB 287 March 25, 1994

New State Statute requiring full legal description on documents. Prior processing of documents did not require review for completion and/or accuracy. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the verification full legal description is associated with a higher level of responsibility.

14f

- Assist customers to complete Use of Corporate Name Form – 1995 Wisconsin Act 201  
Clerk II's are required to assist customers in completing a form to register a corporate name whereas previously they were only allowed to provide them with the form without providing assistance. The job description does not currently require this responsibility and assisting the public in searching for information and answering inquiries of a complex nature is associated with a higher level of responsibility therefore, additional knowledge skills and abilities as it relates to interpreting information of a complex nature pertaining to the department which they are employed is required.
- Standard format required for documents presented to be recorded – 1995 Wisconsin Act 110  
New State Statute requiring the need for related real estate documents to be presented in a standard format. The standard format did not exist previously and documents were allowed to be accepted "as is." The ability to accept responsibility and exercise independent judgment as it relates to the acceptance of these documents is associated with a higher level of responsibility and is not a current responsibility of the job description therefore, additional knowledge, skills and abilities is required.
- Deed of Trust documents require a transfer form before they can be recorded - 1/28/1997  
New State Statute requiring the completion of a transfer form prior to recording Deed of Trust documents. Previously the recording did not necessarily require the completion of the form. The ability to interview and obtain information from the public (sometimes under stressful circumstances) is associated with a higher level of responsibility and is not a current responsibility of the job description therefore, additional knowledge, skills and abilities is required.
- New Transfer Return Forms staff required to enter recording information – 1/1/2000  
New County Ordinance requires the entry of recording information from new transfer return forms. This process was not previously in place. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the verification of new transfer return forms is associated with a higher level of responsibility.
- No longer accept documents for re-recording use Affidavit of Correction instead – January 1, 2000  
New County Policy no longer allowing acceptance of documents for correction must use Affidavit of Correction instead. The process in place previously allowed the Clerk II's to manually change information and now often times incorrect documents will not be accepted and must be returned for correction. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the re-recording is associated with a higher level of responsibility.
- Record Transportation Project Plats – June 26, 1998 (1997 Wisconsin Act 282)  
New State Statute requiring the recording of transportation of Project Plats. This process was not previously in place. The ability to learn and apply the specialized knowledge and terminology of the department in which employed is associated with a higher level of responsibility and is not a current responsibility of the job description and therefore, additional knowledge, skills and abilities is required.

14f

- Documents recorded in order presented – June 1, 2000 (1999 Wisconsin Act 96)

New State Statute requiring documents to be recorded in the order presented. If the documents were out of order previously, the Clerk II's were allowed to rearrange them. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the re-recording order of documents is associated with a higher level of responsibility.

- Documents making reference to CSM must contain map number – June 1, 2000

Clarification of State Statutes by State DOA requiring documents legal description to contain map number. Prior processing of documents did not require review for completion and/or accuracy of the map number. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the assurance of having a map number is associated with a higher level of responsibility.

- Learn how to accept and process documents using eRecord technology. – September 2, 2003

The document management system as it relates to real estate records was previously maintained in AS400 and has since been updated and replaced by the Idoc system or Land Records System. Utilizing a scanner, the image of the record is uploaded into the Idoc system and the Clerk II's are responsible for verifying and entering information as to properly catalog the document. The previous process was manual in nature. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the sight verification of related real estate records is associated with a higher level of responsibility.

- Review and accept conveyance documents by Parcel Identification Number – March 1, 2004

New County ordinance requiring parcel identification number which was not previously required. The ability to verify information for accuracy, make corrections and accept responsibility for the accuracy of a variety of documents, reports and forms is not a current responsibility of the job description therefore, additional knowledge, skills and abilities as it relates to the sight verification of related real estate records is associated with a higher level of responsibility.

#### V. Recommendation:

Changes have occurred with the Clerk Typist II (Real Estate) responsibilities as it relates to the processing and maintenance of real estate records. This includes the way in which real estate records are reviewed, recorded, indexed, cashiered, receipted for and verified in addition to related bookkeeping regarding legal instruments presented for recording which affects interest in real estate. Clerk Typist II's (Real Estate) act as a reference resource on real estate document recording and the Wisconsin Real Estate Transfer return and work with the public, vendors and services related to the transfer of real estate. As a result of technological advancements including the implementation of an automated Land Records System (Idoc) and changes in state statutes as described above, significant job changes have resulted in the requirement of attaining additional knowledge, skills and abilities not associated with the current job description but rather with a higher functioning level of responsibility. Therefore, a reclassification of the Clerk Typist II (Real Estate) is warranted.

147



A Clerk Typist III performs work of considerable difficulty calling for the exercise of independent judgment in making decisions. The work performed is often difficult in nature calling for initiative and specialized knowledge. A Clerk Typist III often times develops the routine procedures necessary to carry work to completion. A Clerk Typist III performs difficult and varied clerical work. A Clerk Typist III may be called upon to act as a lead worker, including instructing and training employees. Types of duties performed include: Analyzing and interpreting information of a complex nature pertaining to the department which employed, checking a variety of documents, reports and forms for accuracy and making necessary changes, accounting for monies handled, knowledge of modern office procedures, ability to accept and exercise independent judgment, and the ability to learn and apply the specialized knowledge and terminology of the department which employed.

Although some overlap exists between the Clerk/Typist II and Clerk/Typist III positions, the Clerk Typist III performs difficult and increasingly responsible clerical work calling for independent judgment, initiative and specialized knowledge and understanding of laws, regulations and departmental policies and procedures.

Based on the above the Clerk Typist II's (Real Estate) are performing additional duties that require additional knowledge, skills and abilities beyond their current classification. The responsibilities are more aligned with a Clerk Typist III. It is recommended that the Clerk Typist II (Real Estate) be moved to Classification F, Schedule A, of the Courthouse Agreement.

**FISCAL IMPACT:**

In accordance with the Memorandum of Understanding titled Job Analysis Procedure in the Courthouse Bargaining Unit, Teamster's Local 75, the recommendation is to be retroactive to the date the completed Position Description Questionnaire is received. That date is March 3, 2004.

Wage Rate: 2003 (1 year rate)

Clerk Typist II - Category B	\$13.1143
Clerk Typist III - Category F	<u>\$13.7292</u>
Difference	\$ .6149

Fiscal Impact per Clerk Typist: \$1199.055

Retroactive Wages

Three (3) Clerk Typist II's will receive retroactive wages based on March 3, 2004. The 2003 wage rate was used for the 2004 estimated back wages. The actual wage rate is subject to negotiations.

	Clerk Typist II	Clerk Typist III	Difference	Back Wages
2004	13.1143	13.7292	.6149	\$ 415.05
2005	13.1143	13.7292	.6149	\$ 3,597.16
2006	13.1143	13.7292	.6149	\$ 230.58

14f

No. 14g -- **RESOLUTION REGARDING: APPROVING THE AGREEMENT FOR ENHANCED 9-1-1 SERVICES FOR BROWN COUNTY**



**AGREEMENT FOR ENHANCED 9-1-1 SERVICE**  
**BROWN COUNTY**

AGREEMENT ("this Agreement"), made effect this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, f/k/a SBC WISCONSIN (hereinafter referred to as "AT&T"), CENTURYTEL OF THE MIDWEST- WISCONSIN, LLC; CENTURYTEL OF CENTRAL-WISCONSIN, LLC; NORTHEAST TELEPHONE COMPANY, LLC; STOCKBRIDGE & SHERWOOD TELEPHONE COMPANY-DBA TDS TELCOM; FRONTIER COMMUNICATIONS INC.; MCLEODUSA TELECOMMUNICATION SERVICES INC.; NET-TEL LLC., SPRINT COMMUNICATIONS COMPANY, L.P.-WI; TDS METROCOM LLC, US XCHANGE OF WISCONSIN, LLC, d/b/a CHOICE ONE COMMUNICATIONS. (hereinafter collectively referred to as "Participating Carriers"), and BROWN COUNTY, a municipal corporation existing under the laws of Wisconsin (hereinafter the "County").

**WITNESSETH:**

WHEREAS, the County, by ordinance, has determined to establish a county-wide emergency telephone system; and

WHEREAS, the County, by ordinance, has further determined to fund said system partially through a levy on the telephone bills of the users of said system as permitted by sec. 146.70(3), Stats.; and

WHEREAS, AT&T, with the cooperation and assistance of the Participating Carriers, is able to provide the essential components of such a system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, AT&T, the Participating Carriers and the County hereby agree as follows:

**1. Provision of Emergency Network and Universal Number Service**

(a) AT&T agrees to install and maintain an enhanced (E 9-1-1) network system and to provide a universal central office number 9-1-1 for the use of the public emergency answering centers engaged in assisting local governments within the county in protecting the safety and property of the general public. Except as noted in Schedule A attached hereto and by this reference made a part hereof, the system will operate so that, when the number 9-1-1 is dialed, it will provide to all access lines served by central offices identified in Schedule B, the 9-1-1 system features described in Section 3 below.

(b) The network system will be furnished subject to the availability of appropriate facilities in AT&T's and the Participating Carriers' central offices and to the compatibility of the terminal equipment provided by the participating public agencies.

(c) The features offered under the E 9-1-1 system will be available 24 hours a day, 7 days per week.

(d) The system will be provided by AT&T with participation by the Participating Carriers and New Entrant Carriers as described in Section 7b.

(e) Provision of E 9-1-1 service by Participating Carriers is subject to the limitations, if any, listed in Schedule A of this agreement.

14g

## **2. Application of Tariff**

AT&T's provision of the services contemplated herein will be governed by AT&T's tariff, P.S.C. of W. 20, Part 20, Section 8, Universal Emergency Number Service - 911 Via End User Funding (hereinafter referred to as "Tariff"), the applicable provisions of which, as amended and in effect from time to time, are hereby incorporated by reference. The inclusion of individual provisions of the Tariff in this agreement will not be construed as an exclusion of any other Tariff provision.

## **3. Network Features**

The following E 9-1-1 system features, as described by the Tariff, will be provided to the County:

- (a) Automatic Number Identification (ANI)
- (b) Automatic Location Identification (ALI)
- (c) Selective Routing (SR)

## **4. Grade of Service**

AT&T's and the Participating Carriers intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where 9-1-1 is offered.

## **5. Network Configuration**

AT&T, the Participating Carriers, and the County agree that the exchange areas identified in Schedule B, attached hereto and by this reference made a part hereof, by their designated telephone number prefixes, as established by AT&T and the Participating Carriers, and as filed with the Public Service Commission of Wisconsin ("PSCW"), and the number of circuits associated with each exchange, will comprise the County E-9-1-1 system as of the date of execution of this Agreement. In some cases, multiple carriers may serve the same number prefixes and exchange areas. The County, acting through its 911 PSAP Coordinator, AT&T, and the Participating Carriers may agree on changes to this configuration at any time and such changes will be reflected in Schedule B and in the rates specified in Schedules C and D attached hereto and by this reference made a part hereof. Revised Schedules B, C, and D will be filed with the PSCW with the line count described in Section 7 of this Agreement.

## **6. Monitoring and Testing**

The rates charged for E 9-1-1 service do not contemplate and AT&T and the Participating Carriers will not undertake inspection or constant monitoring to discover errors, defects and malfunctions of the services. The County or participating public agencies shall have the responsibility of discovering all errors, defects and malfunctions, and assumes the duty of, and will make such tests, as, in the judgment of the County and/or the participating public agencies, are required to determine whether the system is functioning properly for its use. The County shall promptly notify AT&T in the event that the system is not functioning properly.

14g

## **7. Service User Rates**

(a) The County may provide, by ordinance, that AT&T and the Participating Carriers bill the nonrecurring and recurring charges to service users within the County as provided in sec. 146.70(3), Stats. and in the manner described in AT&T's tariff P.S.C. of W. 20, Part 20, Section 8.

(b) In accordance with sec. 146.70(3), AT&T or the Participating Carriers may petition the PSCW to charge service users that are outside of the County. For purposes of determining the charges to be so billed, the rates provided in Schedule C, attached hereto and incorporated by reference, will control for the initial service period.

(c) AT&T and the Participating Carriers will review the access line counts annually except as provided in subsections d-g of this section 7, and will provide the count in writing to the County. The access line count will provide the basis for review and possible recalculation of the monthly user fee.

(d) In the event a local exchange carrier that is certified by the PSCW but is not already party to this Agreement ("New Entrant Carrier") begins providing local exchange service in the County, such New Entrant Carrier may become a party to this Agreement by providing written notice to all Parties to this Agreement that it fully accepts all terms and conditions of this Agreement. The rates, costs and access line counts will be recalculated by AT&T ("NEC Recalculation") in accordance with the same methodology used to create the initial rates and access line counts and put into effect on the New Entrant Carrier Rate Date ("NEC Rate Date") as described below. In the event that a Party ceases to provide local exchange service in the County, AT&T will also include any resulting redistribution or reduction of access line counts or costs into account when performing the NEC Recalculation. Schedules B, C and D will be updated in accordance with the NEC Recalculation.

(e) There will be a maximum of two (2) NEC Rate Dates on **January 1st** and **July 1st** in each year. All New Entrant Carriers who begin or Participating Carriers who cease providing local exchange service in the county at least sixty (60) days prior to a NEC Rate Date will be included in the NEC Recalculation to be put into effect by that date. Any New Entrant Carriers who begin or Participating Carriers who cease providing local exchange service less than sixty (60) days prior to a NEC Rate Date or after a NEC Rate Date will not have its access lines included in the New Entrant Recalculation until the next NEC Rate Date. The NEC Carrier will be considered a Participating Carrier when the NEC Rate Date becomes effective.

(f) AT&T will provide the Parties with the new rates, costs and access line counts from the NEC Recalculation at least thirty (30) days prior to the NEC Rate Date. Unless a Party provides written notice to all Parties that it objects to the new rates, costs or access line counts, ("Objection Notice") within fifteen (15) days of receipt of the new rates, costs, or access line counts from the NEC Recalculation, the new rates and access line counts will be deemed accepted by all Parties and put into effect on the NEC Rate Date. All Objection Notices must be accompanied by a written explanation as to why the Party objects to the NEC Recalculation. A Party may not provide an Objection Notice that such Party objects to the addition of a New Entrant Carrier.

(g) The Parties will endeavor to resolve any Objection Notices prior to the NEC Rate Date. If the Parties resolve an Objection Notice after an NEC Rate Date, the new rates, costs, or access line counts will be put into effect in the next full calendar month after a resolution is reached. If the Parties cannot resolve an Objection Notice within sixty (60) days of the day that the Objection Notice was sent by a Party, any Party may petition the PSCW to resolve the issue.

149

**8. County Charges.**

(a) The total nonrecurring and recurring rates associated with the system are shown on Schedule C attached hereto and by this reference made a part hereof.

(b) Due to the limitations imposed by Wis. Stats. 146.70(3)(b) condition 8, the County would be responsible for any charges in excess of the limitations imposed by Wis. Stats. 146.70(3)(b) condition 8.

**9. Limitation of Liability**

(a) E 9-1-1 service is provided solely for the benefit of the County and the participating public agencies. The provision of 9-1-1 service by AT&T and the Participating Carriers will not be interpreted, construed or regarded either expressly or implied as being for the benefit of, or creating any obligation toward any third person or entity other than the County.

(b) AT&T and the Participating Carriers do not undertake to answer or forward 9-1-1 calls, but furnish the use of their facilities to enable the County and all participating public agencies and their personnel to respond to such calls when received by such personnel on the County's or participating public agencies' premises.

(c) The County will not be liable for any losses or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service prior to the information being received at the Public Safety Answering Point (PSAP). AT&T and the Participating Carriers will not be liable for any losses or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service after the information has been received at the Public Safety Answering Point. Nothing in this agreement will operate as a waiver of any limitation of liability of AT&T or the Participating Carriers as provided in sec. 146.70(7), Stats.

(d) AT&T's and the Participating Carrier's liability for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service, including any and all equipment and data processing systems associated therewith, will not exceed the greater of \$50.00 or an amount equal to the pro rata charges for the service during the period that the service was fully or partially inoperative and after AT&T and any Participating Carrier has been notified of such interruption, defect, failure or malfunction and has had a reasonable time for repair.

(e) Each of the parties hereto agree to release, indemnify, defend and hold harmless, each other party, and its affiliates, its and their officers, directors, employees and suppliers from any and all loss, cost, claims, demands, suits or other action for (i) any personal injury to or death of any person or persons, (ii) any loss, damage or destruction of property, or (iii) any infringement or invasion of the right to privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, maintenance, removal, or presence, condition, occasion, or use, or failure to install, operate, maintain, remove, or by the presence, condition, occasion or use of E 9-1-1 service, its features and equipment associated therewith, or by any services or information furnished in association therewith to the extent that any such loss, cost, claim, demand, suit or other action will be grounded on the negligent or wrongful acts or omissions of any employee, agent or equipment of the releasing party.

67  
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**10. Term of Agreement and Initial Service Period**

(a) This Agreement will be effective for a period of three (3) years commencing on the initial service date and at the expiration of such three year term, will be automatically renewed on a month-to-month basis until replaced by a successor agreement negotiated by the Parties . The initial service date will be such date as will be mutually agreed upon between AT&T and the County, with notice to the Participating Carriers. Notwithstanding the foregoing, neither AT&T nor the Participating Carriers will be liable in damages (special, consequential or otherwise) resulting from delays in the initial service date.

(b) In the event a Participating Carrier ceases to provide local exchange service in the county or seeks to withdraw from this Agreement for other reasons, such Participating Carrier shall provide sixty (60) days written notice to the remaining Participating Carriers and the County of its intent to withdraw. If the Participating Carrier seeks to withdraw from this Agreement for reasons other than cessation of its provision of local exchange service in the county, it shall also provide 60 days advance notice to the PSCW and comply with any conditions imposed by the PSCW on such withdrawal.

(c) In the event that the County or any participating public agency cancels service prior to installation, the County and any canceling public agency will be liable for payment of an amount equal to the cost of engineering, equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up to the time of cancellation which have resulted due to this order for service; said payment not to exceed the total installation charges.

(d) Neither the County nor any participating public agency will be held liable for any costs relating to delays necessitated by securing the approval of this Agreement by the PSCW.

**11. Execution**

This Agreement may be executed in two or more counterparts each of which shall be considered an original, but one and the same instrument.

**12. Entire Agreement**

The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement by, between, and among the County, AT&T, and the Participating Carriers with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Except as otherwise set forth in this Agreement, this Agreement may only be modified in a writing signed by the Parties. Notwithstanding the foregoing, this Agreement is not intended to replace or supersede any E 9-1-1/9-1-1 compensation arrangements between the Participating Carriers, including but not limited to E 9-1-1/9-1-1 terms and conditions that may be part of an interconnection agreement or any applicable tariff.

7  
14g

IN WITNESS WHEREOF, the parties, by their duly authorized agents, have executed this Agreement as of the day and date set forth beneath the signatures of each but effective as of the date first set forth above.

**PARTICIPATING CARRIERS**

**BROWN COUNTY**

By \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

**WISCONSIN BELL, INC.**  
**d/b/a AT&T WISCONSIN**

By \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

**CENTURYTEL OF CENTRAL WISCONSIN, LLC**

By \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

**CENTURYTEL OF THE MIDWEST- WISCONSIN, LLC**

By \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

**STOCKBRIDGE & SHERWOOD TELEPHONE COMPANY- d/b/a TDS TELECOM**

By \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

**NET TEL, LLC**

By \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

71  
14g



IN WITNESS WHEREOF, the parties, by their duly authorized agents, have executed this Agreement as of the day and date set forth beneath the signatures of each but effective as of the date first set forth above.

TDS METROCOM LLC

MCLEOD USA TELECOMMUNICATION SERVICES, INC

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHEAST TELEPHONE COMPANY, LLC

US EXCHANGE OF WISCONSIN, LLC, d/b/a CHOICE ONE COMMUNICATIONS

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SPRINT COMMUNICATIONS COMPANY, L.P.-WI

FRONTIER COMMUNICATIONS

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

7  
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**Brown County  
E9-1-1 Contract  
Schedule B**

<u>CARRIERS</u>	<u>CIRCUITS</u>
AT&T	24
Century Tel of Central Wisconsin, LLC	4
Century Tel of Midwest Wisconsin, LLC	2
Frontier Communications	2
McLeod USA	2
Net Lec, LLC	4
Northeast Telephone Company, LLC	6
Sprint Communication Company, L.P. WI.	2
Stockbridge & Sherwood d/b/a TDS-Telcom	2
TDS Metrocom	2
US Xchange of Wisconsin, LLC d/b/a Choice One Communications	2

**EXCHANGES**

- Abrams
- Appleton
- De Pere
- Denmark
- Green Bay
- Kaukauna
- Krakov
- Little Chute
- Luxemburg
- Mill Center
- Neenah
- New Franken
- Oneida
- Oshkosh
- Pulaski
- Sherwood
- Sturgeon Bay
- Wayside
- Wrightstown

23  
14g

Brown Schedule B-D1 March 06

**Brown County  
E9-1-1  
Schedule C**

<u>Carrier</u>	<u>Billable Access Lines</u>	<u>Non-Recurring</u>	<u>Recurring</u>
AT&T-Wisconsin	73,365	PAID	\$14,709.26
Century Tel of Central Wisconsin, LLC.	5,564	PAID	\$732.26
Century Tel of the Midwest, Wisconsin, LLC.	1,525	PAID	\$188.68
Frontier Communications	131	PAID	\$113.30
McLeod USA	5,584	PAID	\$474.11
NET LEC, LLC.	3,686	PAID	\$586.90
Northeast Telephone Company, LLC	5,183	PAID	\$415.00
Sprint Communication Company, L.P.-WI	2,002	PAID	\$160.29
Stockbridge & Sherwood d/b/a TDS-Telcom	30	PAID	\$101.37
TDS-Metrocom	21,172	PAID	\$1,552.61
US Xchange of Wisconsin, LLC d/b/a Choice One Communications	6,081	PAID	\$517.73
<b>Total</b>	<b>124,323</b>		<b>\$19,551.51</b>

	<u>Monthly Rate</u>
Install	\$0.00
Monthly	<u>\$0.157</u>
Monthly Subscriber Rate (rounded)	\$0.16

**Effective date:** April 15, 2006

14g

Brown Schedule B-D1 March 06

Brown County  
EB-1-1  
Schedule D

ILEC	Circuits	Exchange Access Lines <sup>1</sup>	Biliable Access Lines <sup>2</sup>	End Office to Control Office Facilities		Carrier Incremental Charges		ALIANISR and Database Management		PSAP Circuits	
				Carrier Network Costs	Monthly	NRC	Monthly	AT&T Wisconsin, Inc.	Monthly	AT&T Wisconsin, Inc.	Monthly
AT&T	24	90,770	73,395	\$2,661.00		\$0.00		\$9,534.00			
Century Tel of the Midwest, Wisconsin, LLC	2	1,464	1,525	\$12.15		\$176.53		\$157.50			
Century Tel of Central Wisconsin, LLC	4	5,593	5,564	\$127.90		\$604.48		\$586.00			
Northeast Telephone Company, LLC	6	5,472	5,183	\$112.60		\$302.40		\$577.50			
Stuebbridge & Shawwood d/b/a TDS-TELECOM	2	30	30	\$36.45		64.92		\$10.50			
CLEC											
McLeod USA	2	6,144	5,694	\$81.54		\$160.07		\$232.50			
Frontier Communications	2	176	131	\$81.54		\$24.28		\$7.50			
TDS Metrocom	2	30,976	21,172	\$105.16		\$284.95		\$1,162.50			
US Exchange of Wisconsin, LLC d/b/a Choise One Communications	2	8,115	6,081	\$81.54		\$128.69		\$307.50			
Sprint Communication Company, LP -WI	2	2,002	2,002	\$81.54		\$0.00		\$78.75			
NET-LEC, LLC	4	3,937	3,699	\$163.08		\$273.92		\$150.00			
<b>PSAP</b>											
Brown County Sheriff	12										\$1,160.76
<b>Total</b>		154,679	124,323	\$3,564.40		\$2,020.10		\$12,806.25			\$1,160.76

**Notes:**  
 1- Exchanges Access Lines are based upon the 911 database records that are routed to the county's PSAPs. The 911 database provides data at the NPA-NXX level but does not contain a logical End Office Identifier. A recent 911 database extract is used to determine the Exchange Access Lines by telephone entity.  
 2- Biliable Access Lines represent the access lines that are billed the county surcharge by the telephone entities providing service within the county. An annual extract (August 2005) from AT&T Wisconsin's billing systems is used to determine AT&T biliable access lines. All other biliable access line counts are provided by the telephone entities providing service in the county.  
 3- AT&T B-1 Tariff(s)

14g

BROWN COUNTY  
ES-1-1  
SCHEDULE D-1

End Office	Circuits	Total Mileage	AT&T Tariffed Cost	Line %	AT&T Monthly	Century Tel Line %	Century Tel Monthly	Line %	NET TEL Monthly	Line %	TDS Monthly	Line %
<b>AT&amp;T</b>												
De Pere	3	22	\$210.00	100%	\$210.00							
Green Bay Huth (UV)	2	27	\$165.00	100%	\$165.00							
Green Bay Huth	3	27	\$247.50	100%	\$247.50							
Green Bay Huth (remote)	2	27	\$165.00	100%	\$165.00							
Green Bay Jefferson	3	26	\$240.00	100%	\$240.00							
Green Bay Jefferson (remote)	2	26	\$160.00	100%	\$160.00							
Green Bay Cardinal	2	28	\$170.00	100%	\$170.00							
Green Bay Ridge	3	25	\$232.50	100%	\$232.50							
Green Bay Ridge (remote)	2	25	\$155.00	100%	\$155.00							
Wrightstown	2	13	\$95.00	100%	\$95.00							
Appleton	0	0										
Kaukauna	0	0										
Little Chute	0	0										
Oshkosh	0	0										
Sturgeon Bay	0	0										
<b>Century Tel</b>												
Denmark	2	30	\$180.00	75%	\$140.40	22%	\$39.60					
New Franken	2	38	\$210.00	58%	\$121.80	42%	\$88.20					
Wayside	2	21	\$135.00	91%	\$122.85	9%	\$12.15					
Luxemburg	0	0										
<b>NorthEast Telephone</b>												
Mill Center	2	26	\$160.00	76%	\$121.60							
Onelia	2	20	\$130.00	90%	\$117.00							
Pulaski	2	30	\$160.00	66%	\$116.80							
Krakow	0	0										
<b>IDS-Sherwood</b>												
Sherwood	2	21	\$135.00	73%	\$98.55							
<b>Totals</b>			<b>\$2,370.00</b>		<b>\$2,661.00</b>		<b>\$139.95</b>		<b>\$112.80</b>		<b>\$36.45</b>	

Notes

- 1-The number of circuits and the associated circuit cost are reflected in the Outagamie County Contract.
- 2-The number of circuits and the associated circuit cost are reflected in the Winnebago County Contract
- 3-The number of circuits and the associated circuit cost are reflected in the Door County Contract
- 4-The number of circuits and the associated circuit cost are reflected in the Kewaunee County Contract
- 5-The number of circuits and the associated circuit cost are reflected in the Shawano County Contract

14g

Brown Schedule B-D1 March 06

No. 14h -- **RESOLUTION REGARDING: AUTHORIZING THE CLERK OF COURTS TO ACCEPT PAYMENTS BY CREDIT OR DEBIT CARD FOR ANY REQUIRED PAYMENT TO THE CLERK OF COURTS**



WHEREAS, this Agreement is made by and between the above parties and has been approved by their respective governing bodies; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of the Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$25,166 from the JAG award, GMS APPLICATION NUMBER 2006-F2671-WI-DJ, for Correctional Emergency Response Team (CERT) equipment and ballistic equipment.

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

1. CITY agrees to pay COUNTY a total of \$26,166 of JAG funds.
2. COUNTY agrees to use \$26,166 for the Correctional Emergency Response Team (CERT) equipment and ballistic equipment until February 28, 2010.
3. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
4. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Dated: 4-18-06

CITY OF GREEN BAY  
 By: \s\ James J. Schmitt  
 James J. Schmitt, Mayor  
 Attest: \s\ Douglas R. Daul  
 Douglas R. Daul, Clerk

Dated: May 1, 2006

BROWN COUNTY  
 By: \s\ Carol Kelso  
 Carol Kelso, County Executive  
 Attest: \s\ Darlene K. Marcelle  
 Darlene K. Marcelle, Clerk

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

Approved by: \s\ Carol Kelso, County Executive Date: 5/1/2006

**No. 14j -- RESOLUTION REGARDING: SUPPORTING STATE OF WISCONSIN 2005 ASSEMBLY BILL 591 AND 2005 SENATE BILL 295 REGARDING PLACEMENT OF VIOLENT AND CHILD SEX OFFENDERS**

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

Ladies and Gentlemen:

WHEREAS, the members of the Brown County Board of Supervisors are concerned about the inordinate number of convicted violent and child sex offenders residing in Brown County upon release into the community; and

WHEREAS, convicted violent and child sex offenders residing within Brown County, specifically in residential neighborhoods, can substantially and unreasonably affect the health and safety of those residing in those neighborhoods, particularly children; and

WHEREAS, it is logical and reasonable for such convicted violent and child sex offenders, upon release into the community, to be continuously monitored for life in order to help ensure the safety of the citizens of the State of Wisconsin and of Brown County; and

WHEREAS, the members of the Brown County Board of Supervisors support 2005 Assembly Bill 591 and 2005 Senate Bill 295, but also urge that they be amended to require electronic monitoring for the duration of the life of the convicted violent and/or child sex offender.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors supports State of Wisconsin 2005 AB 591 and 2005 SB 295 and the amendment of the bills to include the requirement of lifetime electronic monitoring of convicted violent and/or child sex offenders.

BE IT FURTHER RESOLVED, by the Brown County Board of Supervisors that the County Clerk forward copies of this resolution to Governor James Doyle, Brown County’s state legislators and the Wisconsin Counties Association.

**Fiscal Impact:** Not Applicable

Respectfully submitted,  
 PUBLIC SAFETY COMMITTEE  
 EXECUTIVE COMMITTEE

A motion was made by Supervisor Kaye and seconded by Supervisor Dantine “**to adopt**”. Supervisor Vander Leest asked if the City of Green Bay had taken up this issue. Supervisor Zima responded yes. Voice vote taken. Motion carried with Supervisor Nicholson abstaining.

Approved by: \_\_\_\_\_ \s\ Carol Kelso, County Executive \_\_\_\_\_ Date: 5/1/2006

**No. 15 -- Such other matters as authorized by law.**

Supervisor Zeller questioned why there was no public comment area on the agenda. Chairman Lund explained the process the County Board follows.

**Late Communications.**

**No. 15a -- From Supervisor Evans regarding: To investigate further the opinion written by our Board Attorney, Mark Hazelbaker, in regard to the Brown County Executive not signing and fulfilling the contract to provide an estimate of what a new mental health center price would be. To determine if the Brown County Board seek legal action in this subject matter.**



Refer to Executive Committee.

**No. 15b -- From Supervisor Vander Leest regarding: a request to review the effectiveness and benefits of joining NACo in 1 year (April 2007) or at the appropriate budget time.**

Refer to Executive Committee.

**No. 16 -- Bills over \$10,000 for period ending April 1, 2006.**

A motion was made by Supervisor Kaye and seconded by Supervisor Johnson **“to approve paying the bills for period ending April 1, 2006”**. Voice vote taken. Motion carried unanimously with no abstentions.

**No. 17 -- Closing Roll Call:**

Present: Warpinski, De Wane, Nicholson, Krueger, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson, Dantine, La Violette, Zeller, Kaster, Backmann, Fleck, Van Deurzen, Clancy, De Cleene, Zabel, Scray, Hoeft, Lund, Fewell

Excused: Theisen

Total Present: 25 Total Excused: 1

**No. 13 -- ADJOURNMENT TO TUESDAY, MAY 17, 2006, AT 7:00 P.M., LEGISLATIVE ROOM 203, 100 N. JEFFERSON STREET, GREEN BAY, WISCONSIN.**

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

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