

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
NOVEMBER 7, 2007

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, November 7, 2007, at 7:00 p.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Warpinski, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Kaye, Evans, Dantine, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, Wetzel, Zabel, Scray, Hoeft, Lund, Fewell

Excused: Zeller

Supervisors Johnson, Vander Leest and Fewell arrived later.

Total Present: 25 Total Excused: 1

**** Presentation ****

By Drug Task Force re: Overview of Operations

No. 1 -- Adoption of Agenda.

County Clerk, Darlene Marcelle, announced the addition to the agenda of 8e(ii) (Planning, Development and Transportation Committee "Special" Session of November 7, 2007 regarding a request to pass along State Solid Waste fee increases to Solid Waste customers at the Brown County Transfer Station).

Supervisor Evans requested to move agenda item #9k before #9a.

Supervisor Scray requested to move agenda item #9l before #9a.

Supervisor Evans requested to have Comments from the Public added to all future agendas.

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

No. 1a-- PUBLIC FORUM/COMMENTS FROM THE PUBLIC ON AGENDA ITEMS ONLY.

The following people addressed the County Board in opposition to Resolution #9k -- Resolution Authorizing the Brown County Sheriff to participate in the Federal Section 298(g) Program with the U.S. Immigration and Customs Enforcement Agency in Brown County:

1. J. C. Riquelme, 1530 University Avenue, Green Bay, WI
2. Jean Riquelme, 1530 University Avenue, Green Bay, WI
3. Matt Hollenbeck, 1012 Winford Avenue, Green Bay, WI
4. Kathryn Zavala, 2315 Preble Avenue, Green Bay, WI
5. Reanna Goodman, 2100 Humboldt Road, Green Bay, WI
6. Steve Herro, 1016 N. Broadway, De Pere, WI. Steve introduced himself as representing St. Norbert Abbey and the Diocese of Green Bay. Supervisor Evans asked Mr. Herro if he was indeed representing the Diocese tonight? Mr. Herro replied yes. Supervisor Evans asked Mr. Herro if the Diocese is 100% behind him on his appearance and speech this evening? Mr. Herro replied he would have to verify that with the Diocese. Supervisor Evans explained he just wanted that clarified for the record.

No. 2 -- APPROVAL OF MINUTES OF COUNTY BOARD OF OCTOBER 17, 2007

A motion was made by Supervisor De Wane and seconded by Supervisor Warpinski **“to adopt the County Board Minutes of October 17, 2007”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Dantine announced that FEMA will be here on November 28th to discuss the Flood Plains in Brown County.

Supervisor Fewell announced that there will be a Low Income Housing Presentation at Quality Inn tomorrow, Thursday, November 8th, at 4:30. This is vital information on Low Income featuring National Speaker David Rusk.

Supervisor Kaster encouraged all municipalities to get involved in FEMA regarding Flood Plains, explaining this could affect Brown County. Supervisor Kaster encouraged the Supervisors to sign the Resolution Mapping as this may have an impact on Brown County.

Supervisor Hoeft invited the Community to commemorate Veteran’s Day on Saturday. It will start at 10:30 a.m. and includes a memorial for our Veterans.

Supervisor Krueger announced on Sunday, November 11th, there will be a Veterans Day Breakfast at the VFW from 9:00 to 11:30 a.m. The cost is \$4.00. There is also a commemoration at 10:30 a.m. on Friday at the Brown County Veterans Memorial Arena.

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No. 4 -- COMMUNICATIONS. None. LATE COMMUNICATIONS:

No. 4a -- FROM SUPERVISOR DANTINNE REGARDING: TO HAVE SOLID WASTE LOOK INTO WAYS TO CUT DOWN THE WAIT TIME AT THE SOLID WASTE TRANSFER STATION.

Refer to Planning, Development and Transportation Committee.

No. 5 -- APPOINTMENTS BY COUNTY EXECUTIVE. None.

No. 6a -- COUNTY EXECUTIVE REPORT

County Executive Hinz announced that the October 31st Halloween Luncheon/Raffle held at the Northern Building raised \$2,000 for the United Way. He expressed his appreciation to all who participated, adding it was fun to observe the staff working together for a good cause.

Executive Hinz announced that on October 25th there was the reopening of the Museum Gift Shop. There are many unique gifts and he encouraged the Supervisors to visit the Gift Shop. He also encouraged the Supervisors to see the Photo Exhibit "Capture the Moment" (Pulitzer Prize photographs) at the Museum ending on November 18th.

County Executive Hinz announced that November 11th is Veteran's Day. Please remember the 20,000 Brown County Veterans and try to attend some of the Veteran's Day events.

In reference to a comment made earlier by a citizen, Mr. Hinz addressed the lack of diversity in law enforcement in Brown County. He explained why the numbers are small in Brown County. He explained it is not due to lack of encouragement by local Universities or NWTC. He assured the public that local police departments do recruit for minority law enforcement candidates to increase diversity within their departments. Moreover, County Executive Hinz said our schools have reached out to encourage minorities to pursue criminal justice careers. But, few minorities are enrolled in law enforcement programs locally which results in a limited pool of minority candidates available for employment.

On October 25th, Executive Hinz stated that he attended the Towns Association Meeting in Wrightstown. He will continue to attend these meetings as it provides great communication between municipalities.

No. 6b -- REPORT BY BOARD CHAIRMAN.

Chairman Lund said his report is short this evening; however, he encouraged the Supervisors to support Veterans and their families at the various events and celebrations this weekend.

No. 7 -- OTHER REPORTS.

No. 7a -- TREASURER'S FINANCIAL REPORTS FOR JULY, AUGUST AND SEPTEMBER 2007

**BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR
THE MONTH OF JULY 2007**

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 JULY 31, 2007.

Associated Bank	\$ 10,498,638.59
Wisconsin Development Fund	(1,949.80)
Sweep Account (Repurchase Agreements)	6,686,023.93
Deposits in Transit	2,325,460.02
Emergency Fund	(117,971.00)
Non-sufficient Fund Checks Redeposited	4,470.09
Clerk Passport Account	133.50
Workers comp Acct.	(12,072.12)

Fiserv Sweep Account	(607,362.33)
E-Flex Sweep Account	(1,100.92)
Bank Error(s)	0.00
Total	18,774,539.96
Less Outstanding Checks	(547,705.56)
Other Reconcilable Items	0.00
Balance Per Cash Book	\$ 18,226,834.30

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 JULY 31, 2007.

Year-To-Date Interest Received - Prior Month	3,075,012.90
Interest Received - Current month	705,940.59
Year-To-Date Interest Received on Unrestricted Funds	\$ 3,780,953.49
Working Capital Reserves Invested	152,701,066.29
Restricted Investments	11,956,684.90
Total funds invested	\$164,657,751.19

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 JULY 31, 2007 and the statement of Investments for the month of JULY have been compared and examined, and found to be correct.

 /s\ Kerry M. Blaney
County Treasurer

 /s\ Tom Hinz 11/13/2007
County Executive Date

**BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR
THE MONTH OF AUGUST 2007**

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 AUGUST 31, 2007

Associated Bank	\$ 1,998,815.75
Wisconsin Development Fund	(1,949.80)
Sweep Account (Repurchase Agreements)	0.00
Deposits in Transit	18,339.92
Emergency Fund	(34,915.36)
Non-sufficient Fund Checks Redeposited	82.25
Clerk Passport Account	200.00
Workers comp Acct.	5,085.89
Fiserv Sweep Account	(485,727.29)
E-Flex Sweep Account	(1,910.21)
Bank Error(s)	0.00
Total	1,498,021.15
Less Outstanding Checks	(1,613,088.45)
Other Reconcilable Items	0.00
Balance Per Cash Book	\$ (115,067.30)

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

AUGUST 31, 2007

Year-To-Date Interest Received - Prior Month	3,780,953.49
Interest Received - Current month	455,050.20
Year-To-Date Interest Received on Unrestricted Funds	\$ 4,236,003.69
Working Capital Reserves Invested	123,573,892.33
Restricted Investments	11,956,684.90
Total funds invested	\$135,530,577.23

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 AUGUST 31, 2007 and the statement of Investments for the month of AUGUST have been compared and examined, and found to be correct.

 /s/ Kerry M. Blaney
County Treasurer

 /s/ Tom Hinz 11/13/2007
County Executive Date

**BROWN COUNTY TREASURER’S FINANCIAL REPORT FOR
THE MONTH OF SEPTEMBER 2007**

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 SEPTEMBER 30, 2007

Associated Bank	\$ 2,471,497.46
Wisconsin Development Fund	0.00
Sweep Account (Repurchase Agreements)	0.00
Deposits in Transit	53,648.94
Emergency Fund	(32,824.82)
Non-sufficient Fund Checks Redeposited	134.00
Clerk Passport Account	0.00
Workers Comp Acct.	(7,884.90)
Fiserv Sweep Account	(1,045,007.08)
E-Flex Sweep Account	0.00
Bank Error(s)	0.00
Total	1,439,563.60
Less Outstanding Checks	(2,541,308.38)
Other Reconcilable Items	0.00
Balance Per Cash Book	\$ (1,101,744.78)

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 SEPTEMBER 30, 2007

Year-To-Date Interest Received - Prior Month	4,236,003.69
Interest Received - Current month	881,469.84
Year-To-Date Interest Received on Unrestricted Funds	\$ 5,117,473.53

Working Capital Reserves Invested	116,286,062.90
Restricted Investments	11,824,115.66
Total funds invested	\$128,110,178.56

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 SEPTEMBER 30, 2007 and the statement of Investments for the month of SEPTEMBER have been compared and examined, and found to be correct.

 \s\ Kerry M. Blaney
 County Treasurer

 \s\ Tom Hinz 11/13/2007
 County Executive Date

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

Approved by: _____ \s\ Tom Hinz, County Executive Date: 11/13/2007

No. 8 -- STANDING COMMITTEE REPORTS:

No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF OCTOBER 30, 2007

TO THE MEMBERS OF THE BROWN COUNTY
 BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session (**non-budget items**) on October 30, 2007, and recommends the following motions:

1. Review minutes of:
 - a. Facility Master Plan Sub Committee (9/18/07).
 - b. Housing Authority (9/24/07).Receive & place on file items a-b.
2. Communication from Supervisor Steve Fewell re: Explore the potential and possible savings and efficiencies that could be possible by contracting for Corporation Counsel Services. (Referred from October County Board. Also on Executive Committee meeting of October 29, 2007.) Hold until December meeting.
3. Communication from Supervisor Harold Kaye re: County Vehicle Listing. Have Administration Department maintain a list of all motor vehicles owned by Brown County, updated twice annually and make available to Internal Auditor.
4. Communication from Supervisor Adam Warpinski re: Request that Brown County conduct an energy audit to quantify the current energy cost for each facility and develop a plan to reduce those costs. (Referred from October County Board.) Hold until next regular scheduled meeting.
5. Treasurer - Extension of Brown County banking contract through March 31, 2008. Approve extension through March 31, 2008.
6. Treasurer - Financial report for July, August & September 2007. Receive & place on file.
7. Treasurer - 2005 Outstanding Checks:
 - a. Emergency Fund.
 - b. Payroll.
 - c. Register of Deeds Office.
 - d. Accounts Payable.

e. Sheriff's Department.
Receive & place on file items a-e.

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8. Treasurer - Budget Financial Status Report for September 30, 2007. Receive & place on file.
9. Corporation Counsel - Resolution re: Disallowance of Claim (Jennifer Lake & on Behalf of Emily Lake). Committee approved. See Resolutions, Ordinances November 7, 2007 County Board.
10. Resolution re: Change in Table of Organization Corporation Counsel (The Child Support Department be a separate Department not under the oversight of Corporation Counsel.) **This item presented under Budget and will be on November 12, 2007 County Board meeting.**
11. Corporation Counsel - Budget Status Financial Report for Corporation Counsel & Child Support for September 30, 2007. Receive & place on file.
12. Dept. of Administration - Budget Status Financial Report for Dept of Administration & Information Services for September 30, 2007. Receive & place on file.
13. Dept. of Administration - 2007 Budget Transfer Log. Receive & place on file.
14. Dept. of Administration - Request for Budget Transfer (#07-67); Increase in Expenditures with Offsetting Increase in Revenue: Transfer to reflect change in actual bonding compared to adopted budget bonding. Adopted budget shows bonding of \$3,100,000 for Fiber Optics project and \$0 for MHC. Actual bonding was \$400,000 for Fiber Optic project and \$2,000,000 for MHC. Approve.
15. Dept. of Administration - Request for Budget Transfer (#07-65): Increase in Expenditures with Offsetting Increase in Revenue: Offsetting Human Services Budget Transfer 07-56 to purchase for PC's (\$23,065). Approve.
16. Human Resources - Communication from Supervisor Fewell re: Compensation Plan. (Held from previous meeting.) Hold until December meeting.
17. Human Resources - Communication from Supervisor Warpinski re: Request that Brown County merge the Human Resources Department with the Department of Administration under the direction of Director of Administration. (Held from previous meeting.) **This item presented under Budget and will be on November 12, 2007 County Board meeting.**
18. Human Resources - Ordinance re: To Amend Sec. 4.51 of the Brown County Code Entitled "Pay Rate Adjustments." (Referred back to Committee from October County Board.) Committee approved. See Resolutions, Ordinances November 7, 2007 County Board.
19. Human Resources - Review of Flex Plan (Todd Coisman, Human Resources). Approve Benefit Advantage.
20. Human Resources - Authorization Request for Health Risk Assessments. Approved.
21. Human Resources - Budget Status Financial Report for September 30, 2007. Receive & place on file.
22. Human Resources -Monthly Committee Report for September, 2007. Receive & place on file.
23. Facility Management - Request for Budget Transfer (#07-69): Increase in Expenditures with Offsetting Increase in Revenue: Bond money will not be received until 2008. In order to bond, Brown County needs to have a design plan for the Public Safety Communications building. Until project & bonding is approved, facilities will provide the funds from their 2007 budget to pay for the pre-design and architect/engineering services. Transfer funds from Facilities to Communications Center Building Capital Projects Fund. Once project is approved & bonding money is received, transfer back to reimburse facilities (\$5,000). Approve.
24. Facility Management - Budget Status Financial Report for September 30, 2007. Receive & place on file.
25. County Clerk - Budget Financial Status Report attached for September 30, 2007. Receive & place on file.
26. Audit of bills. Pay the bills.

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

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

No. 8b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF NOVEMBER 1, 2007

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session (**non-budget items**) on November 1, 2007, and recommends the following:

1. Review minutes:
 - a) Library Board (9/20/07). Receive & place on file.
2. Arena/Expo Centre - Attendance Report (September 2007). Receive & place on file.
3. Golf Course - Daily Financial & Attendance Report (October 15, 2007). Receive & place on file.
4. Golf Course - Budget Status Financial Report (September 30, 2007). Receive & place on file.
5. Golf Course - Superintendent's report. Receive & place on file.
6. Museum - Visitor Count (September 2007). Receive & place on file.
7. Museum - Budget Status Financial Report for September 30, 2007. Receive & place on file.
8. Museum - Director's report. Receive & place on file.
9. Library - Request for Budget Transfer (#07-72): Increase in Expenditures with Offsetting Increase in Revenue: Grant awarded for Federal LSTA grant of \$28,258 (Supplies & Expense, \$14,218; & Books Periodicals & Subscriptions \$4,040). Approve.
10. Library - Budget Status Financial Report for September 30, 2007. Receive & place on file.
11. Library - report. Receive & place on file.
12. Library - Approval of AMA bid (see attached) for the Ashwaubenon Library air handler unit in the amount of \$48,788. Approve low bid of AMA in the amount of \$48,788.
13. Library - Approval of Superior Power bid (see attached) for the Southwest Library ceiling and light removal and replacement in the amount of \$12,600. Approve low bid of Superior Power in the amount of \$12,600.
14. Library - Approval of Balco bid (see attached) for the Central Library hot water circulation pumps in the amount of \$14,920. Approve low bid of Balco in the amount of \$14,920.
15. NEW Zoo - Monthly Activity Report.
 - a) Admissions Revenue Attendance 2007 Report.
 - b) NEW Zoo Gift Shop Concessions Revenue 2007 Report
 - c) Animal Collection Report.Receive & place on file.
16. NEW Zoo -Education & Volunteer Programs Report (September 2007). Receive & place on file.
17. NEW Zoo - Budget Status Financial Report for September 30, 2007. Receive & place on file.

- 18. Parks - Request for Budget Transfer (#07-73): Change in any item within Outlay account which requires the transfer of funds from any other major budget category or the transfer of Outlay funds to another major budget category. Transfer of \$15,600 from Parks Outlay account to Parks Building Repair Account. Approve.
- 19. Parks - Update on lawsuit for Arena roof replacement project. (Referred back to Committee from October County Board.) Receive & place on file.
- 20. Parks - Budget Status Financial Report for September 30, 2007. Receive & place on file.
- 21. Parks - Director's report for September 2007. Receive & place on file.
- 22. Audit of bills. Approve audit of bills.

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

Approved by: \s\ Tom Hinz, County Executive

Date: 11/13/2007

ATTACHMENT TO 8B ITEM #12

BID TABULATION RECORD			
PROJECT: AIR HANDLER UNIT - ASHWAUBENON LIBRARY			
PROJECT #: 1271			
DATE: 10/10/07 AT 11:00 A.M. CST			
CONTRACTOR	Total Cost	Option 1 Cost	Addendum 1
August Winter & Sons	\$ 99,900.00	\$ 100,700.00	YES
AMA	\$ 48,788.00	ADD \$ 6,816.00	YES
Reeke Marold	\$ 59,687.00	\$ 5,587.00	YES
Hurckman Mechanical	\$ 61,900.00	\$ 19,650.00	NO
Foreman Heating & Ventilating	\$ 49,900.00	\$ 3,500.00	YES
Notes: With exception of August Winter and AMA, costs for option 1 from the other contractors is assumed at this point to be an additional cost to the total cost.			
Hurckman did not acknowledge receipt of the addendum but did use the correct cost sheet that was part of addendum 1.			

ATTACHMENT TO 8B ITEM #13

BID TABULATION RECORD	
PROJECT:	CEILING & LIGHT REMOVAL & REPLACEMENT - SW. LIBRARY
PROJECT #:	1272
DATE:	10/15/07 AT 11:00 A.M. CST
CONTRACTOR	TOTAL COST
Superior Power	\$ 12,600.00
United Construction	\$ 23,357.55
Milbach Construction	\$ 19,350.00

ATTACHMENT TO 8B ITEM #14

BID TABULATION RECORD				
PROJECT: HOT WATER CIRCULATION PUMPS - CENTRAL LIBRARY				
PROJECT #: 1268				
DATE: 9/27/07 AT 11:00 A.M. CST				
CONTRACTOR	Total Cost	Addendum #1	Equipment Brand	Lead Time/ Est. Completion
Reeke Marold	\$ 23,000.00	NO	Bell-Gossett	Per project requirements
Groeschel Co.	\$ 17,665.00	YES	Per Spec	4-5 weeks
August Winter	\$ 23,700.00	YES	Hydro-Flo	Compelte by 12/15/07
Balco	\$ 14,920.00	YES	Bell-Gossett	6 weeks after contract award
Notes:				
1. Balco:				
Price read at bid opening was \$17,900.00. Price included new pumps, triple duty valves, suction diffusers, flex connectors, gauges, valves, insulation, balancing, electrical and controls.				
In order to obtain an apples to apples comparison, Balco was requested to remove the cost of the triple duty valves and suction diffusers from their bid. These items were not part of the original bid specifications. Below are the				
Deducts.				
Deduct for two triple duty valves - \$1,620.00				
Deduct for two suction diffusers - \$1,360.00				
Price of \$14,920.00 includes new pumps, flex connectors, gauges, valves, insulation, balancing, electrical & controls				
2. Groeschel Company:				
Voluntary alternate for suction diffusers - add \$1,960.00				
Voluntary alternate for triple duty valve for each pump - add \$2,685.00				
3. August Winter:				
Voluntary alternative 1: use Taco pumps in lieu of Hydro-Flo - deduct \$1,700.00				
Voluntary alternative 2: install (2) triple duty valves - add \$2,750.00				
Voluntary alternative 3: provide (2) 10hp vfd and required controls to convert this pumping system to variable flow system - add \$3,200.00				

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF OCTOBER 9, 2007

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session (**non-budget items**) on October 29, 2007 and recommends the following motions:

1. Review minutes:
 - a) Legislative Sub Committee (10/15/07).
Receive & place on file.
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2. County Executive.
 - a) Budget Status Financial Report (September 30, 2007).
Receive & place on file.
3. Internal Auditor Report.
 - a) Budget Status Financial Report for September 30, 2007.
 - b) Other.
Receive & place on file.
4. Communication from Supervisor Steve Fewell re: Explore the potential and possible savings and efficiencies that could be possible by contracting for Corporation Counsel services. (Referred from October County Board.) Hold until next regular meeting (December).
5. Communication from Supervisor Warpinski re: Request that Brown County review its' legislative procedures to establish a set of criteria for items required to be considered in resolution form. (Referred from October County Board.) Hold until next regular meeting (December).
6. Communication from Supervisor Steve Fewell re: Review and modify County Code 2.13(3)(4b)(4c)(4d) as it relates to Brown County Board agenda items; request to modify by removing committee reports; require all recommendations approved by committee action be placed in resolution or ordinance form; request a form be created for communications so that all communications be on a standard form; recommendation that County Board of Supervisors work with Corporation Counsel to have communications placed on sample resolution or ordinance format. (Referred from October County Board.) Hold until December meeting.
7. ** Remodeling of County Board office. Approve relocation of the Internal Auditor's office to Room 201, with no approval given for relocation of door in the present office. Ayes: 6 (Erickson, Fewell, Johnson, Kaye, Krueger, Lund); Nays: 1 (Evans). Motion Approved.
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- ** As per the County Board, refer item #7 back to Committee on 11/7/2007.
8. Resolution re; Supporting Economic Development Practices Guidelines for Brown county Communities. (Referred back to Executive Committee from September County Board.) Committee supported resolution. See Resolutions, Ordinances November 7, 2007 County Board.
9. Resolution re: Supporting Enactment of Legislation Related to County Board Powers and Duties as to Mass Transit Facilities and Plans. (Referred from Legislative Sub Committee.) Committee approved. See Resolutions, Ordinances November 7, 2007 County Board.
10. Resolution re: Approving the Addition of 1.4 Staff RN's to the Brown County Mental Health Center's Table of Organization. (Referred from Human Services Committee.) Committee approved. See Resolutions, Ordinances November 7, 2007 County Board.
11. Resolution re: Opposing Bill H.R. 811 entitled "The Voter Confidence and Increased Accessibility Act of 2007. (Referred from Legislative Sub Committee.) Receive & place on file.

Ayes: 5 (Erickson, Evans, Fewell, Johnson, Kaye); Nays: 2 (Krueger, Lund). Motion Carried. See Resolutions Ordinances November 7, 2007 County Board.

12. Resolution re: Opposing the Release of Aquatic Invasive Species from Ocean Going Ships in the Great Lakes. (Referred from Legislative Sub Committee.) Committee approved. Ayes: 6 (Erickson, Fewell, Johnson, Kaye, Krueger, Lund); Nays: 0; Abstain 1 (Evans). Motion Carried. See Resolutions, Ordinances November 7, 20007 County Board.

13. Resolution re: Supporting Change for Returning Federal Funds from Certified Public Expenditures of County Nursing Homes. (Referred from Legislative Sub Committee.). Committee approved. See Resolutions, Ordinances November 7, 2007 County Board.

14. **Closed Session:** For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85 (1) (e). In the alternative, the Executive Committee is meeting for the purpose of collective bargaining and is not subject to the Wisconsin open meetings law pursuant to 19.82 (1) of the Wisconsin State Statutes, and also for the purpose of conferring with legal counsel for Brown County as to legal advice concerning strategy as to litigation pending pursuant to sec. 19.85(1)(g) of the Wisconsin State Statutes. (No Closed Session held.)

A motion was made by Supervisor De Wane and seconded by Supervisor Warpinski **“to adopt”**. Supervisor Zima requested Item #7 be taken separately. Remainder of report passed unanimously with no abstentions.

Item #7 -- Remodeling of County Board Office. COMMITTEE ACTION: Approve relocation of the Internal Auditor’s office to Room 201, with no approval given for relocation of door in the present office. Ayes: 6 (Erickson, Fewell, Johnson, Kaye, Krueger, Lund); Nays: 1 (Evans). Motion Approved.

Supervisor Zima expressed his opposition to moving the Internal Auditor out of the County Board Office. A motion was made by Supervisor Zima and seconded by Supervisor Evans **“to refer back to Executive Committee”**. Following discussion, a voice vote was taken on referral. Motion carried with Supervisors Johnson, Warpinski and De Wane voting nay.

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

No. 8c(i) -- REPORT OF “SPECIAL” EXECUTIVE COMMITTEE OF NOVEMBER 5, 2007

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in special session (**non- budget items**) on November 5, 2007 and recommends the following motions:

1. Ordinance re: To Amend Sec. 4.51 of the Brown County Code Entitled “Pay Rate Adjustments.” (Referred back to Administration Committee & Executive Committee from October County Board. Referred from Administration Committee of October 30, 2007.) Committee approved. See Resolutions, Ordinances November 7, 2007 County Board.

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

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF OCTOBER 23, 2007

A motion was made by Supervisor Evans and seconded by Supervisor Warpinski **“receive and place on file”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF OCTOBER 22, 2007

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session (non-budget items) on October 22, 2007, and recommends the following motions:

1. Review minutes of:
 - a) Solid Waste Board (8/20/07). Receive & place on file.
2. Zoning - Resolution re: Opposing the Proposed Federal Emergency Management Agency (FEMA) Flood Plain Maps for the Unincorporated Areas of Brown County. Hold until after the FEMA meeting at the end of November. See Resolutions, Ordinances November 7, 2007 County Board.)
3. Zoning - Budget Status Financial Report for August 31, 2007. Receive & place on file.
4. Highway - Communication from Highway Commissioner re: CTH FF/Hillcrest Drive & CTH J/Riverdale Drive Intersection, Additional Street Patrol. (Requested from previous meeting.) Receive & place on file.
5. Highway - Communication from Wayne J. Calewarts, 1003 Brown Road, Suamico re: CTH “J” project proposal north of Brown Road. (As requested by Supervisor Tom Lund.) Refer to staff to work with Mr. Calewarts regarding the proposed project on CTH “J” and the impact on his property, and, in addition, resolve the issue with fence repair within a reasonable time.
6. Highway - Budget to Actual State Billing 2007. Receive & place on file.
7. Highway - Commissioner’s report. Receive & place on file.
8. Port/Solid Waste - Termination of US Energy Systems, Inc., land fill gas contract with Brown County Port & Solid Waste. Receive & place on file.
9. Port/Solid Waste - Request for approval of Pipeline Easement Agreement. Approve.
10. Port/Solid Waste - Budget Status Financial Report August 31, 2007. Receive & place on file.
11. Port/Solid Waste - Director’s report. Receive & place on file.
12. Planning Commission - Memorandum of Understanding for DNR Grant to fund Urban Non-Point Source and Storm Water Education, Outreach, and Marketing. Approve.
13. Planning Commission - Request for staff updates on recommendations and development options on the excess land east of the current jail site. (Standing item.) Receive & place on file.
14. Planning Commission - Budget Status Financial Report August 31, 2007. Receive & place on file.
15. Budget Status Financial Reports for August 31, 2007 for Property Listing, Register of Deeds & UW-Extension. Receive & place on file.
16. Audit of bills. Approve audit of bills.

A motion was made by Supervisor Fleck and seconded by Supervisor Clancy **“to adopt”**. Voice vote

taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

No. 8e(i) -- REPORT OF LAND CONSERVATION SUB COMMITTEE OF OCTOBER 22, 2007

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session (non-budget items) on October 22, 2007, and recommends the following motions.

1. Communication from Supervisor Norbert Dantine re: Vehicles in use at the Land Conservation Department. Receive & place on file.
2. Cost Analysis of Implementing Recommendations from Northeast Wisconsin Regional Karst Task Force Report in Brown County. Receive & place on file.
3. Director’s report. Receive & place on file.

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

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

No. 8e(ii) -- REPORT OF “SPECIAL” PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF NOVEMBER 7, 2007

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in special session on November 7, 2007, and recommends the following motions.

1. Request to pass along State Solid Waste fee increases to Solid Waste customers at the Brown County Transfer Station. (Information to be distributed at meeting.) Approve the increase of the Solid Waste Fee by \$2.10 a ton.

A motion was made by Supervisor Warpinski and seconded by Supervisor Van Deurzen **“to adopt item #1 to increase tipping fees by \$2.10 per ton, to be effective immediately”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF OCTOBER 24, 2007

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session (**non-budget items**) on October 24, 2007, and recommends the following motions:

1. Review minutes & reports of:
 - a) Emergency Medical Services Council (9/19/07).
 - b) Circuit Courts Security Committee (10/4/07).
 - c) Drug Task Force Activities – September 2007.

Receive & place on file items a-c.
2. Closed Session: Pursuant to Sec. 19.85 (1) of the Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved – Brown County verses Village of Howard.
 - a) Enter into closed session.
3. Return to Open Session for Discussion and possible action on tentative settlement agreement with Howard lawsuit and the Lease between the Village of Howard and Brown County/Brown County Sheriff's department for a Westside Substation. (Referred from Executive Committee.) (Held from previous meeting.)
 - a) Return to regular order of business.
 - b) Approve Lease Agreement as presented in Open Session.

See Resolutions, Ordinances November 7, 2007 County Board.
4. Teen Court - Stats for September 2007. Receive & place on file.
5. Volunteers in Probation - Monthly Statistics Ending September 30, 2007. Receive & place on file.
6. Medical Examiner - Communication from Supervisor Joe Van Deurzen re: What is the cost of the autopsies that the County of Brown paid for in 2005, 2006 & to date for 2007? (Held from previous meeting.) To hold.
7. Medical Examiner - Budget Status Financial Report for August 31, 2007. Receive & place on file.
8. Public Safety Communications - Budget Status Financial Report. Receive & place on file.
9. Public Safety Communications - Director's report. Receive & place on file.
10. Sheriff - Communication from Supervisor Pat Evans re: Request to move the Fraud Investigators from Human Services to the Sheriff's Department (Held from previous meeting.) To hold.
11. Sheriff - Communication from Supervisor Vander Leest re: Request Brown County Drug Task Force give an update at the next Public Safety Committee meeting in Closed Session. (Held from previous meeting.) To hold.
12. Sheriff - Communication from Supervisor Vander Leest re: Request to review security of the Brown County Court House. (Held from previous meeting for a recommendation from Court House Security Committee.) Hold until further notice.
13. Sheriff - Resolution re: Authorizing the Brown County Sheriff to Participate in the Federal Section 287 (G) Program with the U.S. Immigration and Customs Enforcement Agency in Brown County. Committee adopted. See Resolutions, Ordinances November 5, 2007 County Board.
14. Sheriff - Key Factor Report 2007 with Jail Average Daily Population by month and overtime by expenditures by division/session 2007 – for October 2007. Receive & place on file.
15. Sheriff - Resolution re: 2008 County-Tribal Law Enforcement Grant. Committee approved. See Resolutions, Ordinances November 5, 2007 County Board.

Ayes: Warpinski, Krueger, Clancy, Wetzel, Hoeft, Fewell
Nays: De Wane, Nicholson, Theisen, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson,
Dantine, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Zabel, Scray, Lund
Excused: Zeller
Total Ayes: 6 Total Nays: 19 Excused: 1
Motion defeated.

After discussion, Supervisor Fewell requested that it be reflected in the minutes that this resolution is a fact finding resolution and that the Sheriff agreed he will come back to the County Board with the costs involved.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Johnson **“to adopt the resolution as presented”**. Vote taken. Roll Call #9k(2):
Ayes: De Wane, Nicholson, Theisen, Haefs, Erickson, Kaye, Zima, Evans, Vander Leest, Johnson,
Dantine, La Violette, Kaster, Backmann, Van Deurzen, Fleck, Clancy, Wetzel, Zabel, Scray, Hoeft,
Lund, Fewell
Nays: Warpinski, Krueger
Excused: Zeller
Total Ayes: 23 Total Nays: 2 Excused: 1
Motion carried.

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

No. 9L -- RESOLUTION REGARDING: AUTHORIZING A SETTLEMENT AGREEMENT AND LEASE BETWEEN BROWN COUNTY AND THE VILLAGE OF HOWARD

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

Ladies and Gentlemen:

WHEREAS, Brown County and the Village of Howard are parties to pending litigation in Brown County Circuit Court, Case No. 06 CV 1990, and have negotiated a proposed Settlement Agreement and Lease attached herewith.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves the attached Settlement Agreement and Lease between Brown County and the Village of Howard under the terms and conditions set forth therein; and

BE IT FURTHER RESOLVED that the appropriate County officials are hereby authorized to execute the Settlement Agreement and Lease approved by their respective governing bodies.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

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

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 11/13/2007

ATTACHMENT TO RESOLUTION #9L

**LEASE BETWEEN THE VILLAGE OF HOWARD AND
BROWN COUNTY/BROWN COUNTY SHERIFF'S DEPARTMENT
FOR A WESTSIDE SUBSTATION**

LEASE

THIS LEASE ("Lease"), is made and entered into this 1st day of January, 2008, by and between the VILLAGE OF HOWARD, a Wisconsin municipal corporation ("Landlord"), and BROWN COUNTY/BROWN COUNTY SHERIFF'S DEPARTMENT, a Wisconsin municipal corporation, ("Tenant"), upon the following terms and conditions:

RECITALS

A. Lease is contingent upon continuation of Landlord and Tenant Police Services Agreement. As it is the intent of the Landlord and Tenant to have the Tenant locate a Westside Substation for the Brown County Sheriff's Department at the Village Hall at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin.

B. This Lease is also consideration for a full release and settlement of all claims by and between the parties relating to Brown County Circuit Court Case, Brown County vs. Village of Howard, 06 CV 1990 which resolves payment disputes relating to the Police Services Contract between the Village of Howard and Brown County for 2003 through 2005.

C. Landlord and Tenant have agreed to execute and deliver this Lease.

**ARTICLE I
GRANT AND TERM**

1.01 Leased Premises. Landlord demises and leases to Tenant, and Tenant rents from Landlord, and any improvements located thereon (the "Leased Premises") described as the following rooms located in the Village Hall, 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin:

Legal Description: Lot 1, 39 CSM 85, Parcel No. VH-300-1

Office Space

Total Square Feet – 2,200
See Exhibit A attached hereto and made part
of this Agreement

Room Number

- Briefing Room A131
- Closet A132
- Closet A133
- Passage A134
- Interview Room A135
- Office A136
- General Office A137
- Bathroom A138
- Office A139

Office A140
General Office A141
Office A142
Reception A143
Waiting Room A144

Indoor Garage Space:

Total Square Feet – 1,600
Easterly Bay of the Village Garage as identified on
Exhibit B attached hereto and made part of this agreement.

Outside Parking: The Landlord will furnish designated outside parking spaces signed for approximately five to six police squad cars and furnish general parking for Brown County Sheriff's Employees working at the substation.

Village Training Room: Brown County Sheriff's Employees assigned to the Westside Substation will have non-exclusive access to the Village Training Room to be approved and coordinated through the Village of Howard Fire Chief.

Village Weight Room: Brown County Sheriff's Employees assigned to the Westside Substation shall have non-exclusive access to the Village's Weight Room and Training Area.

Locker Rooms: Brown County Sheriff's Employees assigned to the Westside Substation shall have non-exclusive access to the men and women's locker rooms with locker assignments mutually agreed to by the parties.

Signage: There would be outside signage for the Westside Substation to be determined by mutual agreement of the parties.

1.02 Term. Twenty (20) years, contingent upon continuation of Landlord and Tenant Police Services Agreement. The term of this Lease will commence on January 1, 2008, (the "Commencement Date") and expire at 12:01 a.m. on December 31, 2027 ("Expiration Date").

1.03 Acceptance of Leased Premises. Tenant accepts the Leased Premises "AS IS" without any warranty or representation whatsoever.

ARTICLE II RENT

2.01 Rent. Tenant agrees to pay rent for the demised premises to Landlord, at the Village Hall in the Village of Howard at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin or else where as designated from time to time by Landlord the following Lease payments:

See attached Schedule of all inclusive Rental Payments for property and services as identified in this Lease document for 2008 through 2027 attached hereto and made part of this agreement as Exhibit C.

Payment of Rent: Tenant will receive a pre-payment credit of rent in the amount of Four Hundred Five Thousand Eight Hundred Sixty-Five (\$405,865.00) Dollars which will be applied to the Rental Schedule amounts commencing January 1, 2008 and the credit for payments continuing thereafter until the Four Hundred Five Thousand Eight Hundred Sixty-Five (\$405,865.00) Dollars has been expended for rental payments. Upon the last payment or portion thereof of the pre-payment of rent by the Tenant, the Tenant will commence payment to the Landlord on a monthly basis with payment made on or before the

1st of each month and each month thereafter. Upon execution of this Agreement by the parties the Landlord will pay to the Tenant the sum of Thirty-Two Thousand (\$32,000.00) Dollars which represents interest that has been earned on the pre-payment funds. The parties may mutually agree to allow future rental payments that would be due and owing by Tenant after the pre-payment of rent by application of a credit to the Tenant's payments for the Police Services Contract.

ARTICLE III USE OF PREMISES

3.01 Use of Premises. Tenant shall use the Leased Premises as a Westside Substation for the Brown County Sheriff's Department and for no other business or purpose without the prior written consent of Landlord.

ARTICLE IV ALTERATIONS AND LIENS

4.01 Alterations. Tenant shall not, without Landlord's prior written consent, either make or cause to be made any alterations, including additions and improvements, to the Leased Premises. Consent shall include approval of Tenant's plans and contractors and shall be at Landlord's sole discretion. Any alterations, additions or improvements consented to by the Landlord shall be made at Tenant's sole expense. Tenant shall secure any and all governmental permits, approvals, or authorizations required in connection with any such work and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees) and liens resulting therefrom. All alterations shall immediately become the property of the Landlord. In making any such alterations, Tenant agrees that Tenant is not the agent of Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

4.02 Tenant Shall Discharge All Liens. Tenant shall promptly pay its contractors, consultants, and materialmen for all work done and performed by or on behalf of Tenant, so as to prevent the assertion or imposition of liens upon or against the Leased Premises, and shall, upon request provide Landlord with lien waivers, and should any such lien be asserted or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. In the event Tenant fails to remove said lien within said thirty (30) days, Landlord may at its sole option elect to satisfy and remove the lien by paying the full amount claimed or otherwise, without investigating the validity thereof, and Tenant shall pay Landlord upon demand the amount paid out by Landlord in Tenant's behalf, including Landlord's costs and expenses with interest or Tenant shall be in default hereunder. Landlord's election to discharge liens as provided hereunder shall not be construed to be a waiver or cure of Tenant's default hereunder.

ARTICLE V MAINTENANCE OF LEASED PREMISES, SURRENDER AND RULES

5.01 Cleaning. Landlord would be responsible for all cleaning of inside leased facilities. The Landlord will provide exterior building maintenance, snow removal, mowing and landscape maintenance.

5.02 Property. Tenant shall continue to own, maintain and operate Brown County computers, servers, internet connections, peripherals, personal property and other equipment located at the Village Hall per an inventory of said property to be filed with the Landlord. Landlord will furnish existing furniture, accessories and other equipment which will be maintained by the Landlord per an inventory that will be filed with the Tenant.

5.03 Surrender of Premises. At the expiration or termination of the tenancy hereby created, Tenant shall peaceably surrender the Leased Premises, including all alterations, additions and improvements made thereto in good condition.

5.04 Miscellaneous.

(a) Tenant shall not permit on the Leased Premises any act or practice which is unlawful, immoral, or which would constitute a hazard or a nuisance.

(b) Tenant shall keep the Leased Premises orderly, neat, clean and free from rubbish, construction waste or other types of waste, trash and weeds at all times.

ARTICLE VI INSURANCE AND INDEMNITY

6.01 Casualty Insurance. Throughout the term of this Lease and any extensions thereof:

(a) Tenant shall (to the extent applicable) obtain and pay for fire and extended coverage casualty insurance for all personal property located on the Leased Premises (“Personal Property”), and shall show the Landlord as an additional insured thereon. Tenant shall at all times keep such insurance in force and provide Landlord with copies of said policies or certificates evidencing said coverage. If Tenant fails to keep said insurance in effect, then Landlord may, but shall not be required to, immediately obtain insurance coverage as provided for herein.

(b) Landlord shall (to the extent applicable) obtain and pay for fire and extended coverage casualty insurance for all real property located on the Leased Premises.

6.02 Waiver of Subrogation. Each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss from which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful acts of either of the parties hereto. The parties further covenant that any insurance obtained on their respective properties shall contain an appropriate provision whereby the insurance company or companies consent(s) to the mutual release of liability contained in this paragraph.

6.03 Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises in which the limits of coverage shall not be less than \$2,000,000 per occurrence for bodily and/or personal injuries, and in which the coverage for property damage liability shall not be less than \$2,000,000 or a combined single limit of \$5,000,000. The policy shall be in form approved by Landlord, shall name Landlord as an additional insured, and shall contain a clause that the insurer will not cancel, materially modify or fail to renew the insurance without first giving Landlord thirty (30) days’ prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord. The policy shall insure Tenant’s performance of the indemnity provisions below.

6.04 Indemnification.

(a) To the extent permitted by law, Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term in the Premises. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord with respect to any claims of whatever nature arising from any act, omission, or negligence of Landlord, or of Landlord's contractors, licensees, agents, servants, or employees.

(b) To the extent permitted by law, Landlord agrees to indemnify and save harmless Tenant from and against all claims of whatever nature from a third party arising from any act, omission, or negligence of Landlord, or of Landlord's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the Term in the Site. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant with respect to any claims of whatever nature arising from any act, omission, or negligence of Tenant, or of Tenant's contractors, licensees, agents, servants, or employees.

(c) Such indemnification obligations shall survive the termination or expiration of this Lease.

6.05 Worker's Compensation. Tenant shall maintain worker's compensation insurance in accordance with the requirements of Wisconsin law.

6.06 Additional Rent. If Tenant shall not comply with its covenants made in this Article VI, Landlord may cause insurance as aforesaid to be issued, in such event Tenant agrees to pay, as additional rent, the premium for such insurance upon Landlord's demand.

ARTICLE VII UTILITIES

7.01 Utility Charges. Landlord shall pay for and deliver to the Leased Premises heat, air conditioning, electrical and sewer and water utilities and shall contract in its own name and be solely responsible for and promptly pay for any utility service used on or attributable to the Leased Premises. Landlord will furnish and continue to pay for three (3) telephone lines to the leased premises.

ARTICLE VIII MORTGAGES

8.01 Tenant. Tenant shall not be entitled to mortgage or otherwise place a lien on its interest in the Leased Premises without the prior written consent of the Landlord, such consent to be granted or withheld in Landlord's sole discretion.

ARTICLE IX ASSIGNMENT AND SUBLETTING

9.01 Consent Required. Tenant shall not voluntarily or involuntarily assign, transfer or encumber this Lease in whole or in part, nor sublet all or any part of the Leased Premises without the prior written consent of Landlord in each instance, which consent may be granted or withheld in

Landlord's sole discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting. The foregoing shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or sublease, original Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions hereof. Landlord shall have the right to transfer or assign all or any part of its interest in the Leased Premises or its interest in this Lease only to an affiliate of Landlord.

ARTICLE X GOVERNMENTAL REGULATIONS AND HAZARDOUS SUBSTANCES

10.01 Governmental Regulations. Tenant shall, at its sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force.

10.02 Hazardous Substances. Tenant shall not allow any hazardous materials to exist on the Leased Premises in violation of any environmental laws or allow any underground storage tank systems on the Leased Premises.

ARTICLE XI DEFAULT OF TENANT

11.01 Default. The following shall constitute a default or an "Event of Default" under this Lease:

- (a) failure of Tenant to pay any rental or charge due hereunder or under the Purchase Agreement within ten (10) days after the date due hereunder; or
- (b) Tenant's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice thereof.

11.02 Remedies. If any Event of Default occurs the Landlord, besides all such other rights or remedies it may have in law in equity, shall (i) have the immediate right to enter the Leased Premises and take possession thereof and of all improvements thereon and may remove all persons and property from the Leased Premises by force, summary action, or otherwise, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process, and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and (ii) terminate this Lease. Tenant agrees to quit and deliver up the possession of the Leased Premises, including improvements to the Leased Premises, when this Lease terminates by limitation or in any other manner provided for herein. In addition, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord for any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Leased Premises. No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after the termination in any way of this Lease or after the giving of any notice of termination, shall reinstate, continue or extend the term of this Lease or affect any notice given to Tenant prior to the receipt of such money, it being agreed that after the service of notice of termination or commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any rent or other amounts due Landlord and such payment shall not in any respect reinstate said lease and shall not waive, affect or impair said notice, said suit or said judgment without the express written consent of Landlord.

11.03 Cure of Tenant's Default. In addition to Landlord's remedies in Section 11.02 above, Landlord shall be entitled, but not obligated, to cure any default by Tenant, and Tenant agrees to pay, as additional rent, Landlord's cost of such cure, within ten (10) days after Landlord's written demand.

11.04 Legal Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.

11.05 Failure to Pay; Interest. If Tenant at any time shall fail to pay any taxes, assessments, or liens, to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate equal 10% per annum, from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate equal to 10% per annum, from their due date until paid, said interest to also constitute additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

ARTICLE XII HOLDING OVER; SUCCESSORS

12.01 Holding Over. Any holding over after the expiration of the term hereof shall be construed to be a tenancy from month to month at the current applicable CPI increase of the Minimum Rent herein specified (prorated on a monthly basis) and all other items of Additional Rent and shall otherwise be on the terms and conditions herein specified, so far as applicable.

12.02 Successors and Assigns. Except as otherwise herein provided, this Lease and all the covenants, terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, representatives, successors and assigns of each party hereto, and all covenants herein contained shall run with the land and bind any and all successors in title to Landlord. No rights shall inure to the benefit of any assignee or subtenant of Tenant unless the assignment or subletting to such assignee or subtenant has been made in accordance with the provisions of this Lease.

ARTICLE XIII QUIET ENJOYMENT

13.01 Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord; subject, nevertheless, to all the terms and conditions of this Lease.

ARTICLE XIV TERMINATION AND NOTICE

14.01 Termination. If the Contract for Police Services between the Village of Howard and Brown County is not renewed, either party may terminate this lease agreement upon six (6) months notice. In the event of termination either party, the Village agrees to pay any unused pre-payment credits due to the County as identified within this lease as referenced in Article II. and Recital B. of this document.

14.02 Right of First Refusal. If the Landlord, during the term of this lease, desires to sell the property described as the Village Hall, 2456 Glendale Avenue, Green Bay, Brown County, or lease other existing space within the property not occupied by tenant, and has a True Prospect identified, Tenant shall be granted First Right of Refusal for said property. Tenant shall respond to First Right of Refusal requests within 60 days notice of intent by Landlord.

14.03 Notices. Any notice required to be provided to any party to this Lease shall be in writing and shall be considered effective two (2) business days after the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested, or by overnight mail for which evidence of delivery is obtained by the sender, and addressed to the party at the address set forth on the signature page hereto, or as modified in writing from time to time by either party.

If to the Village:
 Village President
 2456 Glendale Avenue
 P.O. Box 12207
 Green Bay, WI 54307-2207

With copy to:
 Village Administrator
 2456 Glendale Avenue
 P.O. Box 12207
 Green Bay, WI 54207-2207

If to Brown County:
 County Executive
 305 East Walnut Street
 P.O. Box 23600
 Green Bay, WI 54305-3600

With copy to:
 Brown County Corporation Counsel
 305 E. Walnut Street
 P.O. Box 23600
 Green Bay, WI 54305-3600

**ARTICLE XV
 MISCELLANEOUS**

15.01 Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing.

15.02 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount due hereunder shall be deemed to be other than on account of amounts due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction.

15.03 Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

15.04 Captions and Section Numbers. The captions, section numbers, article numbers, and headings appearing in this Lease are inserted only as a matter of convenience, and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease.

15.05 Partial Invalidity. If any term, covenant, or condition of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.06 Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

15.07 Recording. This Lease, or a certificate or memorandum thereof, may at the option of either party be recorded.

15.08 Entire Agreement. This Lease and documents and instruments executed in conjunction therewith, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein or therein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed by the party against which such subsequent alteration, amendment, change or modification is to be enforced.

15.09 Applicable Law. This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Wisconsin.

15.10 Interpretation. Both parties have read this Lease and had the opportunity to employ legal counsel and negotiate changes to the Lease. The Lease is the joint product of the parties and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

VILLAGE OF HOWARD

BROWN COUNTY

By: /s/ Carlene Felmer
Name: Carlene Felmer
Title: Village President

By: /s/ Tom Hinz
Name: Tom Hinz
Title: County Executive

By: /s/ Dennis Kocken
Name: Dennis Kocken
Title: Sheriff

By: /s/ Joshua Smith
Name: Joshua A. Smith
Title: Village Administrator/Clerk

By: /s/ Darlene K. Marcelle
Name: Darlene K. Marcelle
Title: County Clerk

THE ATTACHMENTS TO THE LEASE AGREEMENT IS ON THE FOLLOWING PAGE:

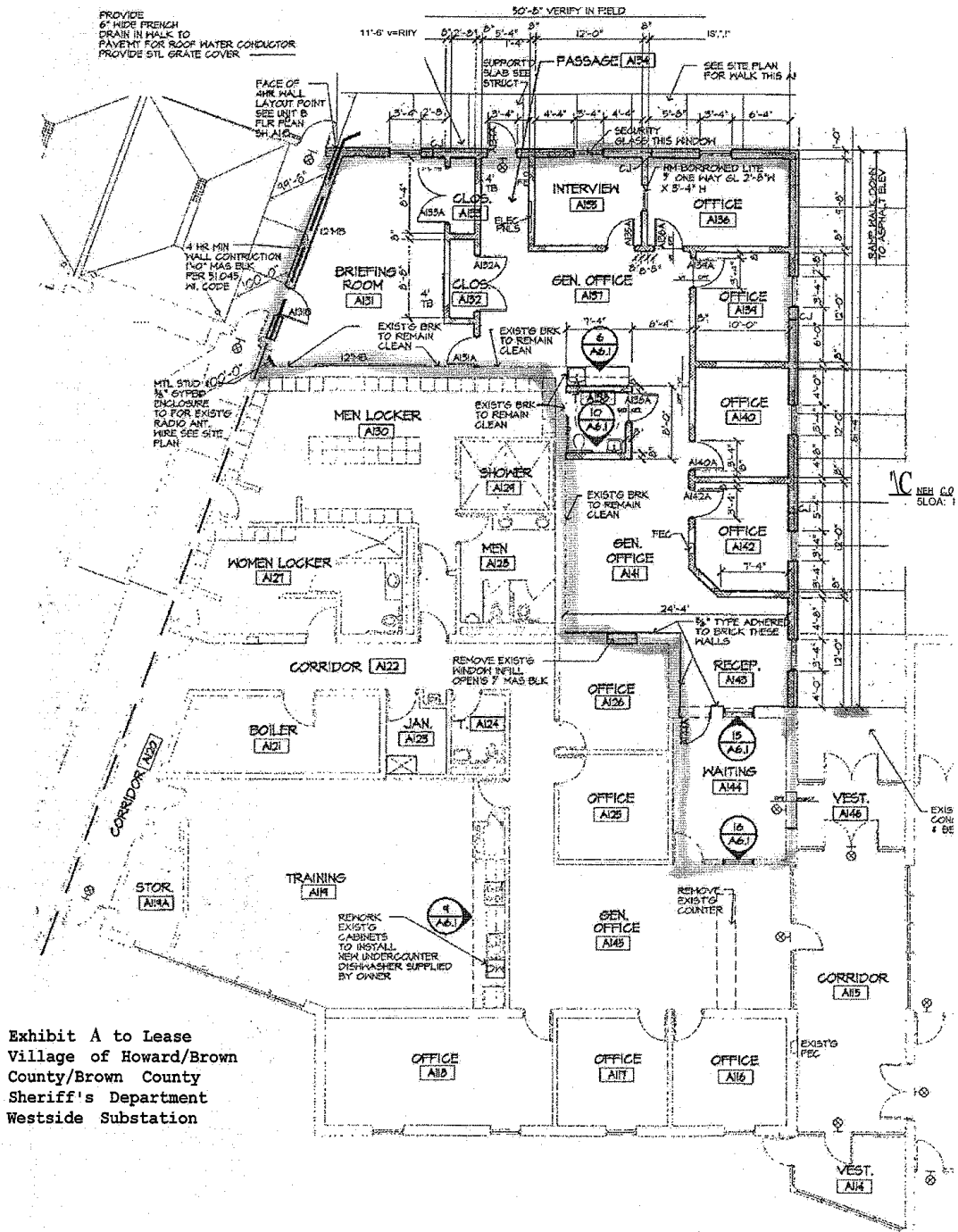
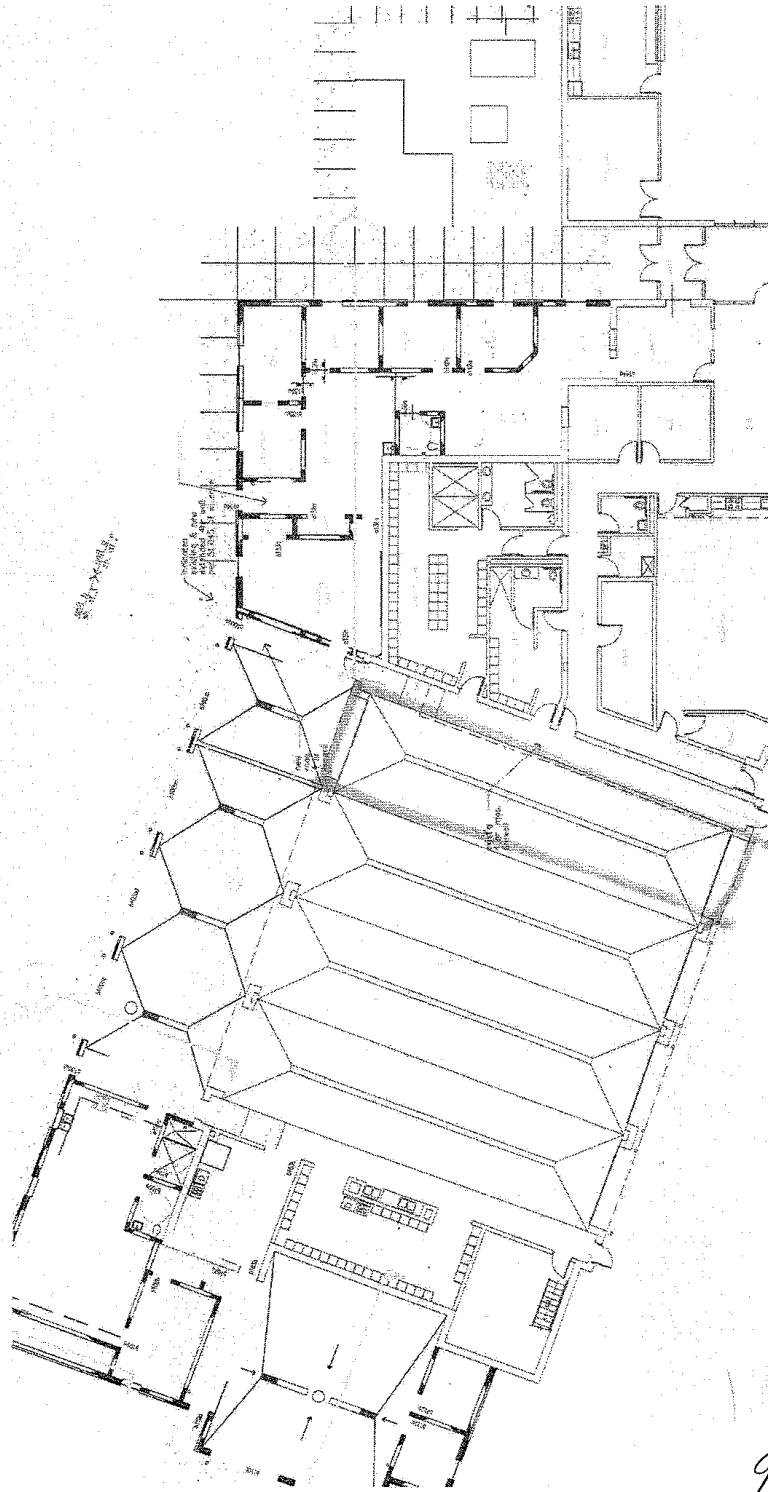


Exhibit A to Lease
 Village of Howard/Brown
 County/Brown County
 Sheriff's Department
 Westside Substation

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Exhibit B to Lease
Village of Howard/Brown County/
Brown County Sheriff's Department
Westside Substation



	Schedule of Rental Payments for 2008 through 2027				2200 square feet		Settlement Amount		Settlement Credit Balance
	Monthly rate	Annual Rate	NNN Allowance	Total Annual Rate	Monthly Payment	Annual Total	Cumulative Total	Annual Payment	
2008	\$1.25	\$14.00	\$1.00	\$15.00	\$2,750.00	\$33,000.00	\$33,000.00	\$0.00	\$372,865.00
2009	\$1.25	\$14.00	\$1.00	\$15.00	\$2,750.00	\$33,000.00	\$66,000.00	\$0.00	\$339,865.00
2010	\$1.25	\$14.00	\$1.00	\$15.00	\$2,750.00	\$33,000.00	\$99,000.00	\$0.00	\$306,865.00
2011	\$1.25	\$14.00	\$1.00	\$15.00	\$2,750.00	\$33,000.00	\$132,000.00	\$0.00	\$273,865.00
2012	\$1.25	\$14.00	\$1.00	\$15.00	\$2,750.00	\$33,000.00	\$165,000.00	\$0.00	\$240,865.00
2013	\$1.35	\$15.00	\$1.25	\$16.25	\$2,979.17	\$35,750.00	\$200,750.00	\$0.00	\$205,115.00
2014	\$1.35	\$15.00	\$1.25	\$16.25	\$2,979.17	\$35,750.00	\$236,500.00	\$0.00	\$169,365.00
2015	\$1.35	\$15.00	\$1.25	\$16.25	\$2,979.17	\$35,750.00	\$272,250.00	\$0.00	\$133,615.00
2016	\$1.35	\$15.00	\$1.25	\$16.25	\$2,979.17	\$35,750.00	\$308,000.00	\$0.00	\$97,865.00
2017	\$1.35	\$15.00	\$1.25	\$16.25	\$2,979.17	\$35,750.00	\$343,750.00	\$0.00	\$62,115.00
2018	\$1.42	\$15.50	\$1.50	\$17.00	\$3,116.67	\$37,400.00	\$381,150.00	\$0.00	\$24,715.00
2019*	\$1.42	\$15.50	\$1.50	\$17.00	\$3,116.67	\$37,400.00	\$418,550.00	\$12,685.00	\$0.00
2020	\$1.42	\$15.50	\$1.50	\$17.00	\$3,116.67	\$37,400.00	\$455,950.00	\$37,400.00	\$0.00
2021	\$1.42	\$15.50	\$1.50	\$17.00	\$3,116.67	\$37,400.00	\$493,350.00	\$37,400.00	\$0.00
2022	\$1.42	\$15.50	\$1.50	\$17.00	\$3,116.67	\$37,400.00	\$530,750.00	\$37,400.00	\$0.00
2023	\$1.48	\$16.00	\$1.75	\$17.75	\$3,254.17	\$39,050.00	\$569,800.00	\$39,050.00	\$0.00
2024	\$1.48	\$16.00	\$1.75	\$17.75	\$3,254.17	\$39,050.00	\$608,850.00	\$39,050.00	\$0.00
2025	\$1.48	\$16.00	\$1.75	\$17.75	\$3,254.17	\$39,050.00	\$647,900.00	\$39,050.00	\$0.00
2026	\$1.48	\$16.00	\$1.75	\$17.75	\$3,254.17	\$39,050.00	\$686,950.00	\$39,050.00	\$0.00
2027	\$1.48	\$16.00	\$1.75	\$17.75	\$3,254.17	\$39,050.00	\$726,000.00	\$39,050.00	\$0.00

* Pre-payment settlement Completed in 2018 with a payment of \$218.36 Due on August 1, 2018 and regular scheduled payments as noted due on the first of the month for the remaining lease.

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No. 9a -- **RESOLUTION REGARDING: DISALLOWANCE OF CLAIM (JENNIFER LAKE AND ON BEHALF OF EMILY LAKE)**
TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE

BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a claim was filed on July 10, 2007 in the Brown County Clerk's office; and

WHEREAS, said Claim alleges that Jennifer and Emily Lake sustained damages, and alleges that said damages were caused by Brown County and officials and employees of Brown County; and

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

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

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimants, Jennifer and Emily Lake, as a notice of disallowance.

Respectfully submitted,
ADMINISTRATION COMMITTEE

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

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007

No. 9b -- ORDINANCE REGARDING: TO AMEND SEC. 4.51 OF THE BROWN COUNTY CODE ENTITLED “PAY RATE ADJUSTMENTS”

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Sub-section (6) of Sec. 4.51 of the Brown County Code entitled “Pay Rate Adjustments” is hereby created to read as follows:

(6) Adjustments Upon Approval of Reclassification: An employee who has been granted a reclassification of the position held to a higher pay grade than his/her current rate, shall be paid at the higher rate of pay from the date the reclassification is approved by county board.

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

Respectfully submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

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

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007
Approved by: \s\ Darlene K. Marcelle, County Clerk Date: 11/15/2007

Approved by: _____ \s\ Thomas Lund, Board Chairman _____

Date: 11/15/2007

No. 9c -- RESOLUTION REGARDING: SUPPORTING ECONOMIC DEVELOPMENT PRACTICES GUIDELINES FOR BROWN COUNTY COMMUNITIES

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

Ladies and Gentlemen:

WHEREAS, Advance the economic development division of the Green Bay Area Chamber of Commerce, is a public-private partnership, committed to improving and diversifying the local economy by attracting and retaining businesses in the greater Green Bay area; and

WHEREAS, the municipalities of Allouez, Ashwaubenon, Bellevue, Brown County, De Pere, Denmark, Green Bay, Hobart, Howard, Lawrence, Ledgeview, Suamico and Wrightstown are all municipal contributors to the Advance partnership; and

WHEREAS, competition among Brown County communities for economic development can have regional benefit; however when such competition results in municipal upon municipal predatory solicitations or municipal expenditure of unnecessary public infrastructure expenses, the region, as a whole, does not benefit; and

WHEREAS, representatives of Advance communities have met on a regular basis to discuss economic development issues of common concern in Brown County; and

WHEREAS, recognizing the benefits of regional cooperation in economic development have developed a mission statement to guide individual municipalities in dealing with economic development competition in the future, such mission statement being:

“... to develop and promote cooperative intergovernmental strategies that create and maintain regional economic development initiatives and improve the overall efficiency of municipal services through Brown County”; and

WHEREAS, in order to achieve the goals of this mission statement, guidelines for implementation of such mission statement have also been developed.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Brown County Board of Supervisors that Brown County hereby adopts the following:

1. Competition Guidelines
 - Municipalities should not initiate solicitation of businesses from another Brown County community.
 - Municipalities may compete for existing Brown County businesses which invite competition on the basis that without moving from its current location, it would cease business operations or move out of Brown County.
 - Municipalities which receive inquiries from a business currently located within a Brown County community about relocating their community should notify the current locale community to advise them of this contact provided that the business has not requested confidentiality of the contact.

set forth in Sec. 59.84, Wis. Stats; and

WHEREAS, the Brown County Board of Supervisors seeks to introduce and enact legislation for extending those provisions set forth in Sec. 59.84 of the Wisconsin Statutes delegating extensive powers and duties to County Boards as to planning and acquiring mass transit facilities and projects for those counties with a population of 200,000 or more, such as Brown County.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby requests that legislation be introduced and enacted for extending and delegating the current statutory powers and duties as to mass transit facilities and plans set forth in Sec.

59.84 of the Wisconsin Statutes to those counties with a population of 200,000 or more, which would include Brown County.

BE IT FURTHER RESOLVED that the County Clerk shall provide a copy of this resolution to legislators representing Brown County, the Wisconsin Counties Association and other Wisconsin counties through their respective county clerks.

Respectfully submitted,
 LEGISLATIVE SUB-COMMITTEE
 EXECUTIVE COMMITTEE

Fiscal Impact: Not Applicable

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

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007

No. 9e -- RESOLUTION REGARDING: OPPOSING BILL H.R. 811 ENTITLED “THE VOTER CONFIDENCE AND INCREASED ACCESSIBILITY ACT OF 2007”

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

Ladies and Gentlemen:

WHEREAS, Congress has before it a proposed Bill, H.R. 811, entitled “The Voter Confidence and Increased Accessibility Act of 2007; and

WHEREAS, H.R. 811 will, among other things, mandate counties such as Brown County and all other counties in the State of Wisconsin to replace the current voting machines with such voting equipment as set forth in new standards which would be mandated by the proposed Federal legislation; and

WHEREAS, the current successful practices in Brown County for standardized voting procedures currently meet objectives of existing Federal and State election practices; and

WHEREAS, election officials of the State Board of Elections have expressed opposition to the

specific provisions set forth in H.R. 811 as being overly prescriptive, overly detailed and difficult for compliance, as would other of the general mandates set forth in the proposed Federal legislation.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby expresses its opposition to the provisions set forth in Bill H.R. 811; and

BE IT FURTHER RESOLVED, that the County Clerk forward a copy of this resolution to Governor Doyle; legislative representatives of Brown County; Congressman Steven Kagen; Senators Herb Kohl and Russ Feingold and other Wisconsin counties.

Respectfully submitted,
 LEGISLATIVE SUBCOMMITTEE
 EXECUTIVE COMMITTEE

Fiscal Impact: Not applicable.

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

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007

**No. 9f -- RESOLUTION REGARDING: OPPOSING THE RELEASE OF AQUATIC
 INVASIVE SPECIES FROM OCEAN GOING SHIPS IN THE GREAT LAKES**

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

Ladies and Gentlemen:

WHEREAS, Aquatic Invasive Species (AIS) in the Great Lakes and inland waters continue to threaten the ecological integrity, biological diversity and economic health of the Great Lakes region; and

WHEREAS, ballast water, that being liquid and entrained solids, from commercial vessels is a primary means for the introduction and spread of AIS to the Great Lakes system; and

WHEREAS, an estimated 183 aquatic invasive species are already established in the Great Lakes with additional introductions occurring on average every six months; and

WHEREAS, recreational boating and sport and commercial fishing are important industries on the Great Lakes, dwarfing the economic benefits of commercial shipping; and

WHEREAS, recreational boating and fishing have a huge positive impact on the quality of life in northeastern Wisconsin and the waters of Green Bay; and

WHEREAS, AIS have created \$3 billion per decade in costs for clean up of public infrastructure, are turning our water toxic in some areas and creating direct health and safety hazards; and

WHEREAS, the introduction and spread of AIS in the Great Lakes system must be addressed as a regional, national and international issue and, therefore, a multi-jurisdictional approach is needed to promote consistency with regard to laws, policies and programs.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors supports requiring ocean going ships to perform whatever level of ballast water treatment is necessary to end the release of AIS to the Great Lakes.

BE IT FURTHER RESOLVED, that the County Clerk forward a copy of this resolution to Governor Doyle; legislative representatives of Brown County; Congressman Steven Kagen; Senators Herb Kohl and Russ Feingold; State Senator Neil Kedzie, Chair of the Legislative Council Special Committee on Great Lakes Water Resources Compact; John Baird; Canadian Minister of the Environment; and Dennis L. Schornack and Herb Gray; Chairpersons of the International Joint Commission.

Respectfully submitted,
 LEGISLATIVE SUBCOMMITTEE
 EXECUTIVE COMMITTEE

Fiscal Impact: Not Applicable

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

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007

**No. 9g -- RESOLUTION REGARDING: SUPPORTING CHANGE FOR RETURNING
 FEDERAL FUNDS FROM CERTIFIED PUBLIC EXPENDITURES OF COUNTY
 NURSING HOMES**

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

Ladies and Gentlemen:

WHEREAS, Brown County owns and operates a skilled nursing care facility that provides a safety net for a population that has difficulty securing services elsewhere because of the special and expensive care that is required as well as limited funds; and

WHEREAS, the facility operates at a loss each year because of the difficulty and high cost of providing care, and Brown County will be forced to provide funds for 2008 to supplement the facility’s operating losses; and

WHEREAS, the State of Wisconsin claims those losses in reports to the federal government and receives 58% matching funds to compensate for the reported losses under the Certified Public Expenditure (CPE) program; and

WHEREAS, the State of Wisconsin claimed approximately \$90,000,000 in Federal funds for state-wide government nursing home losses in budget years 2005 – 2007, and diverted those funds from counties to the State’s Medicaid Trust Fund; and

WHEREAS, the State of Wisconsin decreased supplemental funding from the Intergovernmental Transfer Program (ITP) for governmental nursing homes from \$54,773,148 to \$37,100,000 and diverted \$17,673,148 from counties to the State’s Medicaid Trust Fund resulting in a decrease in ITP funds available to the Brown County Mental Health Center; and

WHEREAS, the 2007-2009 State budget proposed by Governor Doyle estimates claiming \$77,000,000 in Federal Funds for state-wide governmental nursing home losses and diverting these funds from counties to the state's Medicaid Trust Fund.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors supports returning all Federal funds received from the Certified Public Expenditures Program for covering county nursing home losses, be returned to the county nursing homes in order to bring tax relief to the citizens of Brown County; and

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to the Governor of the State of Wisconsin, Brown County Legislative Representatives, to the Wisconsin Counties Association and to all Wisconsin counties.

Respectfully submitted,
 LEGISLATIVE SUBCOMMITTEE
 EXECUTIVE COMMITTEE

Fiscal Impact: Not applicable.

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

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007

No. 9h -- RESOLUTION REGARDING: APPROVING THE ADDITION OF 1.4 STAFF RN'S TO THE BROWN COUNTY MENTAL HEALTH CENTER'S TABLE OF ORGANIZATION

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

Ladies and Gentlemen:

WHEREAS, the Mental Health Center currently has 15.4 FTE Staff RN's budgeted for 2007. 8.4 FTE Staff RN's are for Unit 7 based on an average daily census of 20; and

WHEREAS, the daily average census for Unit 7 has increased to 24.2 through September, 2007; and

WHEREAS, the Human Resources Department has reviewed the request with the department and the Mental Health Center has justified the request for adding 1.4 Staff RN's to Unit 7 (acute psychiatric hospital).

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the following changes to the table of organization requested through the 2008 budget process be effective January 1, 2008.

Fiscal Impact Salary and Fringe Benefits

<u>Department</u>	<u>Position Title</u>	<u>Addition/</u>		<u>Salary</u>	<u>Fringe</u>
		<u>FTE</u>	<u>Deletion</u>		

Mental Health Center	Staff RN	1.4	ADDITION	\$66,930	\$32,394	\$
Total Fiscal Impact (Mental Health Center)				\$66,930	\$32,394	\$99,324

Projected revenue is \$671,454, therefore, fiscal impact will be offset by revenue.

Respectfully submitted,
 HUMAN SERVICES COMMITTEE
 EXECUTIVE COMMITTEE

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

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007

**ATTACHMENT TO RESOLUTION 9H
 IS ON THE FOLLOWING PAGE.**

HUMAN RESOURCES DEPARTMENT

Brown County

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

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

TO: Debbie Klarkowski, Sr. Analyst
 FROM: Sue Gladh, Analyst
 RE: Change in the Mental Health Center's Table of Organization – Unit 7 Psychiatric Unit
 DATE: October 9, 2007

I. Introduction

Diane Pivonka, Inpatient Services Director at the Brown County Mental Health Center is requesting a change to the Mental Health Center's Table of Organization adding 1.4 FTE Staff Registered Nurses due to the increase in census from out-of-County and Brown County admissions to the inpatient psychiatric unit.

II. Discussion with Diane Pivonka, Inpatient Services Director
 Discussion with Margaret Hoff, Accountant Manager
 Review of Brown County Mental Health Center Admission Statistics for January 2006 through September 2006
 Review of Brown County Mental Health Center Admission Statistics for January 2007 through September 2007
 Review of Inpatient Revenue Actual Projection vs. Budget 2007
 Review of fiscal impact for additional FTE's requested

III. Current Situation/Structure for Unit 7 Psychiatric Unit

MHC's currently has 8.4 FTE Staff RNs budgeted for 2007 on Unit 7. The 8.4 FTE budget was based on an average daily census of 20.

Since January 2007 the out-of-county admissions exceeded what was originally budgeted. We anticipate this trend continuing largely due to the closure of an inpatient psychiatric unit in a general hospital of a bordering county.

Average daily census for Unit 7 (adult acute was 18.2 for January – September 2006 and rose to 24.2 for January – September 2007.

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Total admissions by County

County:	January – September 2006	January – September 2007
Brown County	662	818
Door	35	37
Kewaunee	24	37
Oconto	65	54
Marinette	52	51
Shawano	23	32
Waupaca	24	27
Menominee	17	31
Outagamie	28	45
Manitowoc	21	167
Winnebago	4	8
Other	20	19
Total	975	1326

IV. Proposed changes:

Based on the above information and the increased daily census from 20 to 24.2 the following changes to the Brown County Mental Health Center's table of organization are recommended.

Increase the Staff Registered Nurse classification from 8.4 FTE to 9.8 FTE on Unit 7. This is an additional 1.4 FTE.

The statistical average daily census on Unit 7 is 14-34 clients per day. Staffing is based on census and acuity, therefore if the census is low Staff RNs are offered low census days based on seniority or they are utilized in the Nursing Home Units.

V. Impact:

Actual Projected Revenue for 12 months (365 days)	\$671,454.00
Fiscal impact for requested FTE's for 2008	(99,324.00)
Projected revenue minus fiscal impact	\$572,130.00

Based on the projected revenue, there would not be an increased fiscal impact to the Brown County Mental Health Center.

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BROWN COUNTY BOARD OF SUPERVISORS

STATISTICS FOR JANUARY 2007

ADMISSIONS	January	Year to	Year to	AVERAGE DAILY CENSUS	January	Year to	Year to
		Date	Date			Date	Date
		2007	2006			2007	2006
Voluntary - Mental Illness	10	10	3	Unit 7 (Adult Acute)	26.13	26.13	20.06
Voluntary - Alcohol	17	17	6	TOTAL	26.13	26.13	20.06
Voluntary - AODA/Drug	2	2	0	INPATIENT SERVICE DAYS			
Police Protective Custody - Alcohol	32	32	22	Unit 7 (Adult Acute)	810	810	622
Commitment - Alcohol	1	1	0	TOTAL	810	810	622
Commitment - Drug	0	0	0	BED OCCUPANCY			
Court-Ordered Evaluation	0	0	0	Unit 7 (Adult Acute) (20 Beds)	130.65%	130.65%	80.26%
Emergency Commitment- Alcohol	0	0	0	TOTAL (20 Beds)	130.65%	130.65%	80.26%
Emergency Detention - Drug	0	0	0	DISCHARGES			
Emergency Detention - Mental Illness	80	80	60	Unit 7 (Adult Acute)	166	166	115
Court Order Prelim. - Mental Illness	2	2	3	TOTAL	166	166	115
Court Order Prelim. - Alcohol	1	1	0	DISCHARGE DAYS			
Court Order for Final Hearing	0	0	0	Unit 7 (Adult Acute)	727	727	674
Commitment - Mental Illness	0	0	0	TOTAL	727	727	674
Return from Conditional Release	16	16	12				
Court Order Prelim. - Drug	0	0	0				
Other	1	1	0				
TOTAL	162	162	106				

ADMISSIONS BY UNITS			
Unit 7 (Adult Acute)	162	162	106
TOTAL	162	162	106

AVERAGE LENGTH OF STAY			
Unit 7 (Adult Acute)	4	4	6
TOTAL	4	4	6

ADMISSIONS BY COUNTY			
Brown	100	100	70
Door	6	6	2
Kewaunee	5	5	2
Oconto	3	3	9
Marinette	9	9	7
Shawano	6	6	5
Waupaca	3	3	3
Menominee	2	2	4
Outagamie	5	5	3
Manitowoc	20	20	0
Winnebago	0	0	0
Other	3	3	1
TOTAL	162	162	106

AVERAGE LENGTH OF STAY BY COUNTY			
Brown	4	4	5
Door	3	3	14
Kewaunee	3	3	5
Oconto	2	2	3
Marinette	6	6	11
Shawano	3	3	3
Waupaca	3	3	6
Menominee	2	2	12
Outagamie	2	2	3
Manitowoc	9	9	1
Winnebago	0	0	0
Other	3	3	3
TOTAL	4	4	6

NEW ADMISSIONS			
Unit 7 (Adult Acute)	67	67	46
TOTAL	67	67	46

READMIT WITHIN 30 DAYS			
Unit 7 (Adult Acute)	29	29	12
TOTAL	29	29	12

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BROWN COUNTY MENTAL HEALTH CENTER
STATISTICS FOR FEBRUARY 2007

ADMISSIONS	February	Year to	Year to
		Date	Date
		2007	2006
Voluntary - Mental Illness	8	18	4
Voluntary - Alcohol	6	23	11
Voluntary - AODA/Drug	3	5	0
Police Protective Custody - Alcohol	23	55	44
Commitment - Alcohol	0	1	0
Commitment - Drug	0	0	0
Court-Ordered Evaluation	0	0	0
Emergency Commitment- Alcohol	0	0	0
Emergency Detention - Drug	0	0	0
Emergency Detention - Mental Illness	64	144	102
Court Order Prelim. - Mental Illness	3	5	3
Court Order Prelim. - Alcohol	2	3	0
Court Order for Final Hearing	0	0	1
Commitment - Mental Illness	0	0	0
Return from Conditional Release	17	33	21
Court Order Prelim. - Drug	0	0	0
Other	0	1	0
TOTAL	126	288	186
ADMISSIONS BY UNITS			
Unit 7 (Adult Acute)	126	288	186
TOTAL	126	288	186

ADMISSIONS BY COUNTY			
Brown	87	187	123
Door	3	9	4
Kewaunee	2	7	3
Oconto	6	9	21
Marinette	3	12	7
Shawano	4	10	5
Waupaca	2	5	4
Menominee	3	5	7
Outagamie	4	9	6
Manitowoc	10	30	1
Winnebago	0	0	1
Other	2	5	4
TOTAL	126	288	186

NEW ADMISSIONS			
Unit 7 (Adult Acute)	45	112	80
TOTAL	45	112	80
READMIT WITHIN 30 DAYS			
Unit 7 (Adult Acute)	30	59	25
TOTAL	30	59	25

AVERAGE DAILY CENSUS	February	Year to	Year to
		Date	Date
		2007	2006
Unit 7 (Adult Acute)	27.11	26.59	20.51
TOTAL	27.11	26.59	20.51

INPATIENT SERVICE DAYS			
Unit 7 (Adult Acute)	759	1569	994
TOTAL	759	1569	994

BED OCCUPANCY			
Unit 7 (Adult Acute) (20 Beds)	135.54%	132.97%	82.03%
TOTAL (20 Beds)	135.54%	132.97%	67.06%

DISCHARGES			
Unit 7 (Adult Acute)	118	284	196
TOTAL	118	284	196

DISCHARGE DAYS			
Unit 7 (Adult Acute)	539	1266	1094
TOTAL	539	1266	1094

AVERAGE LENGTH OF STAY			
Unit 7 (Adult Acute)	5	4	5
TOTAL	5	4	5

AVERAGE LENGTH OF STAY BY COUNTY			
Brown	5	4	5
Door	4	3	13
Kewaunee	1	3	4
Oconto	2	2	3
Marinette	3	5	12
Shawano	3	3	6
Waupaca	8	5	4
Menominee	2	2	9
Outagamie	2	2	3
Manitowoc	4	7	1
Winnebago	0	0	0
Other	5	4	4
TOTAL	5	4	6

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BROWN COUNTY MENTAL HEALTH CENTER

ADMISSIONS	March	Year to	Year to
		Date	Date
		2007	2006
Voluntary - Mental Illness	14	32	5
Voluntary - Alcohol	9	32	18
Voluntary - AODA/Drug	1	6	0
Police Protective Custody - Alcohol	38	93	72
Commitment - Alcohol	0	1	0
Commitment - Drug	0	0	0
Court-Ordered Evaluation	0	0	0
Emergency Commitment- Alcohol	0	0	0
Emergency Detention - Drug	0	0	0
Emergency Detention - Mental Illness	72	216	157
Court Order Prelim. - Mental Illness	1	6	3
Court Order Prelim. - Alcohol	1	4	1
Court Order for Final Hearing	3	3	2
Commitment - Mental Illness	0	0	1
Return from Conditional Release	16	49	35
Court Order Prelim. - Drug	0	0	0
Other	2	3	1
TOTAL	157	445	295

ADMISSIONS BY UNITS			
Unit 7 (Adult Acute)	157	445	295
TOTAL	157	445	295

ADMISSIONS BY COUNTY			
Brown	99	286	200
Door	7	16	8
Kewaunee	7	14	4
Oconto	6	15	27
Marinette	2	14	17
Shawano	1	11	8
Waupaca	3	8	5
Menominee	4	9	7
Outagamie	6	15	11
Manitowoc	20	50	2
Winnebago	0	0	1
Other	2	7	5
TOTAL	157	445	295

NEW ADMISSIONS			
Unit 7 (Adult Acute)	68	180	119
TOTAL	68	180	119

READMIT WITHIN 30 DAYS			
Unit 7 (Adult Acute)	23	82	36
TOTAL	23	82	36

AVERAGE DAILY CENSUS	March	Year to	Year to
		Date	Date
		2007	2006
Unit 7 (Adult Acute)	19.39	24.11	17.06
TOTAL	19.39	24.11	17.06

INPATIENT SERVICE DAYS			
Unit 7 (Adult Acute)	601	2170	1535
TOTAL	601	2170	1535

BED OCCUPANCY			
Unit 7 (Adult Acute) (20 Beds)	96.94%	120.56%	68.22%
TOTAL (20 Beds)	96.94%	120.56%	68.22%

DISCHARGES			
Unit 7 (Adult Acute)	159	443	295
TOTAL	159	443	295

DISCHARGE DAYS			
Unit 7 (Adult Acute)	956	2222	1520
TOTAL	956	2222	1520

AVERAGE LENGTH OF STAY			
Unit 7 (Adult Acute)	6	5	5
TOTAL	6	5	5

AVERAGE LENGTH OF STAY BY COUNTY			
Brown	7	5	5
Door	10	6	9
Kewaunee	2	2	5
Oconto	1	2	4
Marinette	2	5	9
Shawano	1	3	5
Waupaca	6	5	4
Menominee	0	9	9
Outagamie	3	2	3
Manitowoc	3.4	6	1
Winnebago	0	0	16
Other	2	3	3
TOTAL	6	5	5

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BROWN COUNTY MENTAL HEALTH CENTER
STATISTICS FOR APRIL 2007

ADMISSIONS	April	Year to	Year to
		Date	Date
		2007	2006
Voluntary - Mental Illness	9	41	22
Voluntary - Alcohol	10	42	19
Voluntary - AODA/Drug	1	7	1
Police Protective Custody - Alcohol	29	122	135
Commitment - Alcohol	1	2	0
Commitment - Drug	0	0	0
Court-Ordered Evaluation	0	0	0
Emergency Commitment- Alcohol	0	0	1
Emergency Detention - Drug	0	0	0
Emergency Detention - Mental Illness	65	281	380
Court Order Prelim. - Mental Illness	0	6	5
Court Order Prelim. - Alcohol	0	4	7
Court Order for Final Hearing	0	3	6
Commitment - Mental Illness	0	0	3
Return from Conditional Release	24	73	45
Court Order Prelim. - Drug	0	0	0
Other	2	5	6
TOTAL	141	586	630

AVERAGE DAILY CENSUS	April	Year to	Year to
		Date	Date
		2007	2006
Unit 7 (Adult Acute)	25.7	24.5	18.5
TOTAL	25.7	24.5	18.5

INPATIENT SERVICE DAYS			
Unit 7 (Adult Acute)	770	2940	2223
TOTAL	770	2940	2223

BED OCCUPANCY			
Unit 7 (Adult Acute) (20 Beds)	128.3%	122.5%	76.3%
TOTAL (20 Beds)	128.3%	122.5%	65.3%

DISCHARGES			
Unit 7 (Adult Acute)	140	583	394
TOTAL	140	583	394

DISCHARGE DAYS			
Unit 7 (Adult Acute)	538	2760	2124
TOTAL	538	2760	2124

ADMISSIONS BY UNITS			
Unit 7 (Adult Acute)	141	586	395
TOTAL	141	586	395

AVERAGE LENGTH OF STAY			
Unit 7 (Adult Acute)	4	5	5
TOTAL	4	5	5

ADMISSIONS BY COUNTY			
Brown	90	376	271
Door	6	22	9
Kewaunee	3	17	5
Oconto	3	18	37
Marinette	2	16	23
Shawano	5	16	11
Waupaca	2	10	7
Menominee	4	13	8
Outagamie	6	21	12
Manitowoc	20	70	4
Winnebago	0	0	1
Other	0	7	7
TOTAL	141	586	395

AVERAGE LENGTH OF STAY BY COUNTY			
Brown	4	5	5
Door	3	5	9
Kewaunee	3	2	5
Oconto	4	2	4
Marinette	3	4	8
Shawano	3	3	5
Waupaca	1	6	6
Menominee	5	7	14
Outagamie	4	3	5
Manitowoc	3.8	5	2
Winnebago	0	0	16
Other	0	3	2
TOTAL	4	5	5

NEW ADMISSIONS			
Unit 7 (Adult Acute)	40	220	151
TOTAL	40	220	151

READMIT WITHIN 30 DAYS			
Unit 7 (Adult Acute)	33	115	57
TOTAL	33	115	57

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STATISTICS FOR MAY 2007

ADMISSIONS	May	Year to	Year to	AVERAGE DAILY CENSUS	May	Year to	Year to
		Date	Date			DATE	DATE
		2007	2006			2007	2006
Voluntary - Mental Illness	5	46	10	Unit 7 (Adult Acute)	21.4	23.9	18.8
Voluntary - Alcohol	5	47	25	TOTAL	21.4	23.9	18.8
Voluntary - AODA/Drug	0	7	2	INPATIENT SERVICE DAYS			
Police Protective Custody - Alcohol	39	161	120	Unit 7 (Adult Acute)	664	3604	2835
Commitment - Alcohol	0	2	0	TOTAL	664	3604	2835
Commitment - Drug	0	0	0	BED OCCUPANCY			
Court-Ordered Evaluation	2	2	0	Unit 7 (Adult Acute) (20 Beds)	107.1%	119.3%	77.3%
Emergency Commitment- Alcohol	0	0	0	TOTAL (20 Beds)	107.1%	119.3%	77.3%
Emergency Detention - Drug	0	0	0	DISCHARGES			
Emergency Detention - Mental Illness	78	359	290	Unit 7 (Adult Acute)	146	729	515
Court Order Prelim. - Mental Illness	2	8	4	TOTAL	146	729	515
Court Order Prelim. - Alcohol	0	4	2	DISCHARGE DAYS			
Court Order for Final Hearing	0	3	3	Unit 7 (Adult Acute)	640	3400	2793
Commitment - Mental Illness	0	0	1	TOTAL	640	3400	2793
Return from Conditional Release	12	85	60				
Court Order Prelim. - Drug	0	0	0				
Other	2	7	2				
TOTAL	145	731	519				

ADMISSIONS BY UNITS			
Unit 7 (Adult Acute)	145	731	519
TOTAL	145	731	519

AVERAGE LENGTH OF STAY			
Unit 7 (Adult Acute)	4	5	5
TOTAL	4	5	5

ADMISSIONS BY COUNTY			
Brown	86	462	360
Door	1	23	13
Kewaunee	3	20	8
Oconto	7	25	43
Marinette	8	24	26
Shawano	2	18	14
Waupaca	2	12	12
Menominee	6	19	13
Outagamie	6	27	12
Manitowoc	23	93	6
Winnebago	0	0	2
Other	1	8	10
TOTAL	145	731	519

AVERAGE LENGTH OF STAY BY COUNTY			
Brown	4	5	5
Door	12	6	8
Kewaunee	0	2	6
Oconto	2	2	4
Marinette	1	4	7
Shawano	3	3	5
Waupaca	13	7	4
Menominee	3	6	11
Outagamie	3	3	4
Manitowoc	6	5	2
Winnebago	0	0	16
Other	0	3	2
TOTAL	4	5	5

NEW ADMISSIONS			
Unit 7 (Adult Acute)	61	281	194
TOTAL	61	281	194

READMIT WITHIN 30 DAYS			
Unit 7 (Adult Acute)	27	142	80
TOTAL	27	142	80

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BROWN COUNTY MENTAL HEALTH CENTER

STATISTICS FOR JUNE 2007

ADMISSIONS	June	Year to Date 2007	Year to Date 2006
Voluntary - Mental Illness	7	53	13
Voluntary - Alcohol	7	54	31
Voluntary - AODA/Drug	0	7	2
Police Protective Custody - Alcohol	28	189	152
Commitment - Alcohol	0	2	0
Commitment - Drug	0	0	0
Court-Ordered Evaluation	0	2	0
Emergency Commitment- Alcohol	0	0	0
Emergency Detention - Drug	0	0	0
Emergency Detention - Mental Illness	68	427	339
Court Order Prelim. - Mental Illness	0	8	6
Court Order Prelim. - Alcohol	2	6	2
Court Order for Final Hearing	1	4	4
Commitment - Mental Illness	0	0	1
Return from Conditional Release	15	100	80
Court Order Prelim. - Drug	0	0	0
Other	1	8	2
TOTAL	129	860	632

ADMISSIONS BY UNITS	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	129	860	0
TOTAL	129	860	8

ADMISSIONS BY COUNTY	June	Year to Date 2007	Year to Date 2006
Brown	76	538	437
Door	1	24	16
Kewaunee	4	24	11
Oconto	8	33	49
Marinette	8	32	31
Shawano	4	22	15
Waupaca	0	12	15
Menominee	5	24	14
Outagamie	3	30	17
Manitowoc	18	111	11
Winnebago	0	0	3
Other	2	10	13
TOTAL	129	860	632

NEW ADMISSIONS	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	49	330	237
TOTAL	49	330	237

READMIT WITHIN 30 DAYS	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	28	170	100
TOTAL	28	170	100

AVERAGE DAILY CENSUS	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	24.2	23.9	18.5
TOTAL	24.2	23.9	18.5

INPATIENT SERVICE DAYS	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	726	4330	3346
TOTAL	726	4330	3346

BED OCCUPANCY	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute) (20 Beds)	121.0%	119.6%	73.9%
TOTAL (20 Beds)	121.0%	119.6%	73.9%

DISCHARGES	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	127	856	641
TOTAL	127	856	641

DISCHARGE DAYS	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	649	4049	3443
TOTAL	649	4049	3443

AVERAGE LENGTH OF STAY	June	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	5	5	5
TOTAL	5	5	5

AVERAGE LENGTH OF STAY BY COUNTY	June	Year to Date 2007	Year to Date 2006
Brown	4.3	5	5
Door	2	6	7
Kewaunee	4	3	5
Oconto	2	2	4
Marinette	5	4	7
Shawano	3	3	5
Waupaca	0	7	4
Menominee	7	6	11
Outagamie	27	6	4
Manitowoc	6	6	6
Winnebago	0	0	16
Other	1	3	3
TOTAL	5	5	5

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STATISTICS FOR JULY 2007

ADMISSIONS	July	Year to	Year to
		Date	Date
		2007	2006
Voluntary - Mental Illness	12	65	18
Voluntary - Alcohol	6	60	38
Voluntary - AODA/Drug	0	7	2
Police Protective Custody - Alcohol	32	221	183
Commitment - Alcohol	0	2	0
Commitment - Drug	0	0	0
Court-Ordered Evaluation	0	2	0
Emergency Commitment- Alcohol	0	0	0
Emergency Detention - Drug	0	0	0
Emergency Detention - Mental Illness	78	505	388
Court Order Prelim. - Mental Illness	0	8	6
Court Order Prelim. - Alcohol	1	7	2
Court Order for Final Hearing	1	5	4
Commitment - Mental Illness	0	0	1
Return from Conditional Release	16	116	93
Court Order Prelim. - Drug	0	0	0
Other	1	9	2
TOTAL	147	1007	737

ADMISSIONS BY UNITS

Unit 7 (Adult Acute)	147	1007	737
TOTAL	147	1007	737

ADMISSIONS BY COUNTY

Brown	96	634	500
Door	5	29	26
Kewaunee	3	27	17
Oconto	3	36	54
Marinette	8	40	41
Shawano	3	25	18
Waupaca	1	13	18
Menominee	4	28	15
Outagamie	5	35	19
Manitowoc	16	127	12
Winnebago	0	0	3
Other	3	13	14
TOTAL	147	1007	737

NEW ADMISSIONS

Unit 7 (Adult Acute)	60	390	279
TOTAL	60	390	279

READMIT WITHIN 30 DAYS

Unit 7 (Adult Acute)	27	197	117
TOTAL	27	197	117

AVERAGE DAILY CENSUS	July	Year to	Year to
		Date	Date
		2007	2006
Unit 7 (Adult Acute)	25	24	18
TOTAL	25	24	18

INPATIENT SERVICE DAYS

Unit 7 (Adult Acute)	790	5120	3810
TOTAL	790	5120	3810

BED OCCUPANCY

Unit 7 (Adult Acute) (20 Beds)	127%	121%	72%
TOTAL (20 Beds)	127%	121%	72%

DISCHARGES

Unit 7 (Adult Acute)	151	1007	743
TOTAL	151	1007	743

DISCHARGE DAYS

Unit 7 (Adult Acute)	999	5048	3882
TOTAL	999	5048	3882

AVERAGE LENGTH OF STAY

Unit 7 (Adult Acute)	7	5	5
TOTAL	7	5	5

AVERAGE LENGTH OF STAY BY COUNTY

Brown	6	5	5
Door	1	5	5
Kewaunee	1	3	5
Oconto	6	3	4
Marinette	6	4	7
Shawano	2	3	4
Waupaca	5	7	4
Menominee	4	6	13
Outagamie	4	6	3
Manitowoc	12	7	7
Winnebago	0	0	16
Other	2	3	3
TOTAL	7	5	5

In/Outs

Current YTD
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**BROWN COUNTY MENTAL HEALTH CENTER
STATISTICS FOR AUGUST 2007**

ADMISSIONS	August	Year to Date 2007	Year to Date 2006
Voluntary - Mental Illness	9	74	24
Voluntary - Alcohol	6	66	44
Voluntary - AODA/Drug	0	7	2
Police Protective Custody - Alcohol	42	263	218
Commitment - Alcohol	0	2	0
Commitment - Drug	0	0	0
Court-Ordered Evaluation	0	2	0
Emergency Commitment- Alcohol	0	0	0
Emergency Detention - Drug	0	0	0
Emergency Detention - Mental Illness	102	607	441
Court Order Prelim. - Mental Illness	1	9	7
Court Order Prelim. - Alcohol	1	8	2
Court Order for Final Hearing	1	6	4
Commitment - Mental Illness	0	0	1
Return from Conditional Release	13	129	105
Court Order Prelim. - Drug	0	0	0
Other	0	9	2
TOTAL	175	1182	850

ADMISSIONS BY UNITS	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	175	1182	850
TOTAL	175	1182	850

ADMISSIONS BY COUNTY	August	Year to Date 2007	Year to Date 2006
Brown	97	731	581
Door	4	33	30
Kewaunee	7	34	18
Oconto	8	44	59
Marinette	8	48	45
Shawano	3	28	20
Waupaca	7	20	22
Menominee	3	31	15
Outagamie	5	40	23
Manitowoc	23	150	18
Winnnebago	5	5	3
Other	5	18	16
TOTAL	175	1182	850

NEW ADMISSIONS	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	70	460	325
TOTAL	70	460	325

READMIT WITHIN 30 DAYS	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	35	232	133
TOTAL	35	232	133

AVERAGE DAILY CENSUS	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	24	24	18
TOTAL	24	24	18

INPATIENT SERVICE DAYS	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	747	5867	4358
TOTAL	747	5867	4358

BED OCCUPANCY	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute) (20 Beds)	120%	121%	72%
TOTAL (20 Beds)	120%	121%	72%

DISCHARGES	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	174	1181	849
TOTAL	174	1181	849

DISCHARGE DAYS	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	750	5798	4341
TOTAL	750	5798	4341

AVERAGE LENGTH OF STAY	August	Year to Date 2007	Year to Date 2006
Unit 7 (Adult Acute)	4	5	5
TOTAL	4	5	5

AVERAGE LENGTH OF STAY BY COUNTY	August	Year to Date 2007	Year to Date 2006
Brown	4	5	5
Door	4	5	5
Kewaunee	6	4	5
Oconto	3	3	4
Marinette	5	5	6
Shawano	3	3	4
Waupaca	3	6	3
Menominee	3	6	13
Outagamie	11	6	4
Manitowoc	6	6	7
Winnnebago	1	1	16
Other	3	3	3
TOTAL	4	5	5

In/Outs Current YTD
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**BROWN COUNTY MENTAL HEALTH CENTER
STATISTICS FOR SEPTEMBER 2007**

ADMISSIONS	September	Year to	Year to
		Date	Date
		2007	2006
Voluntary - Mental Illness	6	80	28
Voluntary - Alcohol	3	69	53
Voluntary - AODA/Drug	1	8	4
Police Protective Custody - Alcohol	40	303	252
Commitment - Alcohol	1	0	0
Commitment - Drug	0	2	0
Court-Ordered Evaluation	0	2	0
Emergency Commitment- Alcohol	0	0	0
Emergency Detention - Drug	0	0	0
Emergency Detention - Mental Illness	74	681	498
Court Order Prelim. - Mental Illness	0	9	8
Court Order Prelim. - Alcohol	0	8	2
Court Order for Final Hearing	2	8	4
Commitment - Mental Illness	0	0	1
Return from Conditional Release	17	146	123
Court Order Prelim. - Drug	0	0	0
Other	0	9	2
TOTAL	144	1325	975

ADMISSIONS BY UNITS			
Unit 7 (Adult Acute)	144	1326	975
TOTAL	144	1326	975

ADMISSIONS BY COUNTY			
Brown	87	818	662
Door	4	37	35
Kewaunee	3	37	24
Oconto	10	54	65
Marinette	3	51	52
Shawano	4	32	23
Waupaca	7	27	24
Menominee	0	31	17
Outagamie	5	45	28
Manitowoc	17	167	21
Winnebago	3	8	4
Other	1	19	20
TOTAL	144	1326	975

NEW ADMISSIONS			
Unit 7 (Adult Acute)	62	522	374
TOTAL	62	522	374

READMIT WITHIN 30 DAYS			
Unit 7 (Adult Acute)	25	257	152
TOTAL	25	257	152

AVERAGE DAILY CENSUS	September	Year to	Year to
		Date	Date
		2007	2006
Unit 7 (Adult Acute)	24.4	24.2	18.2
TOTAL	24.4	24.2	18.2

INPATIENT SERVICE DAYS			
Unit 7 (Adult Acute)	731	6598	4963
TOTAL	731	6598	4963

BED OCCUPANCY			
Unit 7 (Adult Acute) (20 Beds)	121.8%	120.8%	72.7%
TOTAL (20 Beds)	121.8%	120.8%	72.7%

DISCHARGES			
Unit 7 (Adult Acute)	141	1322	974
TOTAL	141	1322	974

DISCHARGE DAYS			
Unit 7 (Adult Acute)	607	6405	4865
TOTAL	607	6405	4865

AVERAGE LENGTH OF STAY			
Unit 7 (Adult Acute)	4	5	5
TOTAL	4	5	5

AVERAGE LENGTH OF STAY BY COUNTY			
Brown	4	5	5
Door	6	5	5
Kewaunee	3	3	5
Oconto	4	3	4
Marinette	4	5	6
Shawano	3	3	5
Waupaca	2	5	4
Menominee	0	6	11
Outagamie	6	6	3
Manitowoc	7	6	8
Winnebago	0	1	16
Other	18	5	3
TOTAL	4	5	5

IN/OUTS

Currer YTD

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Department of Human Services: MHC
 Inpatient Revenue
 Actual Projection vs. Budget 2007

Inpatient	YTD September 2007		Clients Over Budget	Daily Rate	Gross Revenue	W/off %	W/off	Net Revenue Per Day
	Actual Avg Daily Census	Budget						
Brown County MI	13	11	2	730	1,460	69.00%	1,007	453
Other County MI	8	7	1	730	730	5.00%	37	694
Brown County AA	2	2	0	730	-	69.00%	-	-
Other County AA	1	0	1	730	730	5.00%	37	694
Total	24	20	4		2,920		1,080	1,840

For 12 months (365 days)

671,454.00

Assumes Average census and Brown/Other County mix will be consistent with YTD Sept 2007

Does not include CTP payment from Brown County

Revenue is gross and is not reduced for additional staff and other expenses required at a higher census

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10/10/2007 9:21 AM

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Fiscal Impact Calculation for Staff RN Table of Organization Change
 Adding 1.40 FTE Staff RN to Mental Health Center

	Total
Salary Fiscal Impact:	\$ 66,930.00
Fringe Benefit Fiscal Impact:	\$ 32,394.00 ***
2008 Net Fiscal Impact	\$ 99,324.00

*** Based on 2008 Proposed Budget

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No. 9i -- RESOLUTION REGARDING: OPPOSING THE PROPOSED FEDERAL

EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD PLAIN MAPS FOR THE UNINCORPORATED AREAS OF BROWN COUNTY

A motion was made by Supervisor Erickson and seconded by Supervisor Kaster “**to hold until after the FEMA meeting at the end of November**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9j -- RESOLUTION REGARDING: 2008 COUNTY-TRIBAL LAW ENFORCEMENT GRANT

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

Ladies and Gentlemen:

WHEREAS, the Wisconsin Department of Justice will make available up to \$34,527 for a joint County-Tribal Law Enforcement grant to be shared between Brown County and the Oneida Nation; and

WHEREAS, the grant would allow both agencies to work together in a spirit of cooperation and sharing of resources which allow the agencies to address issues in law enforcement and public safety that affect Brown County as a whole and the Native American population and other minority populations; and

WHEREAS, approximately half of the grant funds would be used to purchase law enforcement equipment for the Sheriff’s Department, as designated in the 2008 budget; and

WHEREAS, remaining funds would be used for items deemed reasonable and necessary by the Oneida Nation for public safety purposes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that Brown County will continue working cooperatively with the Oneida Nation in the area of public safety and law enforcement and will participate in the 2008 County-Tribal Law Enforcement Grant.

BE IT FURTHER RESOLVED, that the Brown County Sheriff’s Department’s 2008 budget already reflects the County’s original budget estimated portion of grant revenues and expenditures in the amount of \$14,100 representing Brown County’s share. That share will be adjusted upward to \$17,263 reflecting the revised grant amount with a future budget transfer.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Fiscal Impact:

2008 budget includes grant revenue of \$14,100. A Category 5 Budget Transfer of \$3,163 is needed for the 2008 budget to increase grant revenue and expenses.

A motion was made by Supervisor Kaye and seconded by Supervisor Dantine **“to adopt”**. Voice vote taken. Motion carried with Supervisor Hoeft abstaining.

Approved by: \s\ Tom Hinz, County Executive Date: 11/13/2007

No. 10 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

10a. LATE COMMUNICATION FROM SUPERVISOR EVANS REGARDING: THAT CORNER OFFICES ARE NOT ONLY RESERVED FOR DEPARTMENT HEADS.

Refer to Executive Committee.

No. 11 -- BILLS OVER \$5,000 FOR PERIOD ENDING OCTOBER 31, 2007 (Not available for this meeting; will be attached to November 12, 2007 meeting.)

A motion was made by Supervisor Backmann and seconded by Supervisor Kaster **“to hold to the November 12th, 2007 meeting”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 12 -- CLOSING ROLL CALL:

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

Excused: Zeller

Total Present: 25 Total Excused: 1

No. 13 -- ADJOURNMENT TO MONDAY, NOVEMBER 12, 2007 AT 9:00 A.M. (BUDGET MEETING), LEGISLATIVE ROOM, #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

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

Meeting adjourned at 9:45 p.m.

DARLENE K. MARCELLE
Brown County Clerk