

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
JULY 20, 2011

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, July 20, 2011, at 7:00 p.m.**, in the Legislative Room 203, 100 North 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.

Present: De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Zima, Evans, Dantine,
La Violette, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzol,
Moynihan, Scray, Carpenter, Lund, Fewell

Excused: Tumpach, Theisen

Supervisor Buckley arrived at 7:15 p.m.

Supervisor Vander Leest arrived at 8:25 p.m.

Total Present: 24

Total Excused: 2

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor Nicholson and seconded by Supervisor Kaster **“to adopt the agenda as amended by taking item #9f after #6b”**. Voice vote taken on agenda. Motion carried unanimously with no abstentions.

No. 2 -- APPROVAL OF MINUTES OF JUNE 15, 2011.

A motion was made by Supervisor Wetzol and seconded by Supervisor Clancy **“to approve the minutes of June 15, 2011.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Van Vonderen announced the Denmark Lions Club Celebration runs from Friday, July 22nd thru Sunday, July 24th and invited all to attend.

Supervisor Evans announced the Annunciation Parish Picnic is August 14th. The Mass is at 10:00 a.m. with refreshments and food from 11:00 a.m. through 3:00 p.m. and invited all to attend.

Supervisor Clancy announced the Brown County Fair and asked all to purchase shirts to show their support and to promote the Brown County Fair.

Supervisor Fewell announced that Thursday, July 21st through Sunday, July 24th are Pulaski Polka Days with a parade on Sunday, and invited everyone to attend.

No. 4 -- COMMUNICATIONS

No. 4a -- FROM SUPERVISOR NICHOLSON RE: REQUEST A DETAILED REPORT ON THE FINANCES FOR THE ROAD PROJECT ON HIGHWAY MM. ALSO INCLUDE THE EXPENSES FOR ROAD REPAIR.

Refer to Planning, Development and Transportation Committee.

No. 4b -- FROM SUPERVISOR ERICKSON RE: IT HAS COME TO MY ATTENTION THAT THE WDNR PROVIDES A SUBSTANTIAL DISCOUNT ON FISHING LICENSES FOR OUR SENIOR RESIDENTS. KEEPING WITH THIS GOOD SPIRIT I'M REQUESTING THAT BROWN COUNTY PROVIDE A SENIOR DISCOUNT ON THE FEE FOR THE ANNUAL BOAT LAUNCH PASS FOR ALL BROWN COUNTY SENIORS AGE 65 AND ABOVE STARTING IN 2012. THE DAILY FEE WOULD NOT BE AFFECTED BECAUSE THERE IS NOTHING AVAILABLE FOR PROOF OF AGE AT THE LANDINGS. RESPECTFULLY SUBMITTED TO THE EDUCATION AND RECREATION COMMITTEE.

Refer to Education and Recreation Committee.

No. 4c -- FROM SUPERVISOR BUCKLEY RE: REVIEW PUBLIC SAFETY AT AIRPORT. PRIMARILY STAFFING OF SHERIFF'S DEPUTIES ON SITE PER FEDERAL REQUIREMENTS. ALSO REVIEW OVERALL FIRE AND SECURITY CONTRACTS.

Refer to Public Safety Committee, Planning, Development and Transportation Committee, County Executive and Brown County Sheriff.

No. 4d -- FROM SUPERVISOR FEWELL RE: I AM REQUESTING THAT THIS BE REFERRED TO THE COUNTY EXECUTIVE OFFICE AND CORPORATION COUNSEL. I HAVE REQUESTED COPIES OF THE SIGNED RETAINER AGREEMENTS BETWEEN BROWN COUNTY AND ATTORNEY FRED MOHR. BROWN COUNTY ADMINISTRATION (COUNTY EXECUTIVE'S OFFICE, CORPORATION COUNSEL) HAVE REPORTED THAT THEY DO NOT HAVE ANY SIGNED RETAINER AGREEMENTS BETWEEN FRED MOHR AND BROWN COUNTY. CORPORATION COUNSEL HAS ALSO REPORTED THAT THIS OFFICE ALSO CHECKED WITH THE BOARD OF SUPERVISORS' OFFICE AND WITH HUMAN RESOURCES AND NEITHER OFFICE HAS SIGNED RETAINER AGREEMENTS BETWEEN BROWN COUNTY AND ATTORNEY FRED MOHR. BROWN COUNTY HAS SPENT IN EXCESS OF \$200,000 DOLLARS TO ATTORNEY MOHR FOR WHICH THERE IS NO CONTRACTUAL RETAINER AGREEMENTS. I AM ASKING THE COUNTY

EXECUTIVE'S OFFICE AND CORPORATION COUNSEL IMMEDIATELY STOP ANY FURTHER PAYMENTS TO ATTORNEY FRED MOHR UNTIL THE BROWN COUNTY BOARD IS PRESENTED WITH SIGNED RETAINER AGREEMENTS.

Refer to County Executive and Corporation Counsel.

No. 5 -- APPOINTMENTS BY THE COUNTY EXECUTIVE.
No. 5a -- APPOINTMENT OF VICKY VAN VONDEREN TO THE LIBRARY BOARD.

A motion was made by Supervisor Scray and seconded by Supervisor La Violette **“to approve the above appointment”**. Voice vote taken. Motion carried with no abstentions.

No. 5b -- APPOINTMENT OF SANDY JUNO TO THE MUSEUM BOARD OF DIRECTORS.

A motion was made by Supervisor De Wane and seconded by Supervisor Moynihan **“to approve the above appointment”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 5c -- APPOINTMENT OF LISA BAUER LOTTO TO THE SOLID WASTE MANAGEMENT BOARD.

A motion was made by Supervisor Fleck and seconded by Supervisor Dantine **“to approve the above appointment”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 6a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach discussed the Budget meetings with various Department Heads. He mentioned discussions of restructuring departments and creating efficiencies and to find possible reductions to department budgets.

Executive Streckenbach mentioned that Planning and Land Services, Highway, Sheriff, and Museum should consider preparations for traffic increases to the Shrine of Good Hope in Robinsonville on Highway KK and should consider assistance to the Diocese. County Executive Streckenbach added this Shrine will be great for our area.

County Executive Streckenbach commended the people who participated successfully in the LEAN program. He added Brown County has received recognition from the Walker Administration and Department of Corrections, asking for information so they can learn from Brown County initiatives.

No. 6b -- REPORT BY BOARD CHAIRMAN.

County Board Chairman Zima thanked folks for their condolences regarding his mother's death.

Chair Zima announced the County Board (Supervisors Tumpach & Schuller) is participating in a Study Committee with Administration on ideas for the 2012 Budget; areas we can be more efficient in reducing the Budget.

No. 9f taken out of order at this time.

No. 9f -- ORDINANCE TO CREATE SECTION 30.10 OF THE BROWN COUNTY CODE ENTITLED "FUEL THEFT PREVENTION"

A motion was made by Supervisor La Violette and seconded by Supervisor Buckley **"to adopt"**.

A motion was made by Supervisor De Wane and seconded by Supervisor Fewell **"to refer back to committee"**.

Following discussion, Supervisor De Wane withdrew his motion since he found the answers he was looking for.

Following further discussion, a vote was taken on the original motion **"to adopt"**. Roll Call #9f(1):

Ayes: Buckley

Nays: De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Evans, Dantine, La Violette, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzels, Moynihan, Scray, Carpenter, Lund, Fewell

Abstain: Zima

Excused: Tumpach, Theisen, Vander Leest

Total Ayes: 1 Nays: 21 Total Abstain: 1 Total Excused: 3

Motion defeated.

No. 7 -- OTHER REPORTS. NONE.

No. 8 -- STANDING COMMITTEE REPORTS:

No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF JUNE 23, 2011

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on June 23, 2011 and recommends following motions the:

1. Review of minutes:
 - a. Housing Authority (May 16, 2011) Receive and place on file.
 - b. Facility Master Plan Subcommittee (May 19, 2011). Receive and place on file.
2. Communication from Supervisor Lund re: We need to explore separating the position of Affirmative Action Officer from the position of Human Resources Manager. To refer to the County Executive to make an appointment or recommendation of an Affirmative Action Officer.
3. Facility & Park Management - Budget Status Financial Report for April, 2011. Receive and place on file.
4. Facility & Park Management - Director's Report. Receive and place on file.
5. Information Services - Budget Status Financial Report for April, 2011. Receive and place on file.

6. Information Services - Resolution re: To Approve Expenditure to Complete Information Services Needs Assessment. To approve moving forward with the study. See Resolutions, Ordinances July County Board.
7. Information Services - Director's Report. Receive and place on file.
8. Child Support Agency - Budget Status Financial Report for April, 2011. Receive and place on file.
9. Child Support Agency - Establish a fee structure for NIVD Fees. To approve an NIVD fee structure.
10. Human Resources - Budget Status Financial Report, April, 2011. Receive and place on file.
11. Human Resources - Human Resources Activity Report, May, 2011. Receive and place on file.
12. Human Resources - Budget Adjustment (11-70): Increase in expenses with offsetting increase in revenue. To approve.
13. Human Resources - Update on Chapter 4 Revision (standing item). Receive and place on file.
14. Human Resources - Director's Report. Receive and place on file.
15. Department of Administration - Budget Status Report for May, 2011. Receive and place on file.
16. Department of Administration - 2011 Budget Adjustment Log. To approve.
17. Department of Administration - Ordinance To Create Sec. 3.31 of the Brown County Code Entitled "County Procurement". *This item was removed from the agenda at the request of Corporation Counsel John Luetscher.*
18. Department of Administration - Budget Adjustment Request (11-78): Increase in expenses with offsetting increase in revenue. To approve.
19. Department of Administration - Budget Adjustment Request (11-83): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund). To approve.
20. Department of Administration - Director's Report. Receive and place on file.
21. Audit of bills – To approve.
22. Such other matters as authorized by law. To adjourn.

A motion was made by Supervisor Lund and seconded by Supervisor Schuller "to adopt." Voice vote taken. Motion carried with Supervisor Haefs abstaining from item #1a.

No. 8b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF JULY 7, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on July 7, 2011 and recommends the following:

1. Review Minutes of:
 - a. Brown County Library Board (May 19, 2011). Receive and place on file.

- b. Joint Meeting Listening Session – Brown County Ed & Rec Committee, Neville Public Museum Governing Board and Board of Directors of the Neville Public Museum Foundation (June 14, 2011). Receive and place on file with additions.
- c. Neville Public Museum Governing Board (June 13, 2011). Receive and place on file.
- 2. Parks - Budget Status Financial Report for May, 2011. Receive and place on file.
- 3. Parks - Request to approve park areas open for hunting during the 2011 season. To approve.
- 4. Parks - Budget Adjustment (11-77): Increase in expenses with offsetting increase on revenue. To approve.
- 5. Parks - Resolution to Approve Entry into a Maintenance Agreement with the Wisconsin Department of Transportation Regarding the Operation of a Bike Trail Along Highways 57 in Brown County. To approve. See Resolutions, Ordinances July County Board.
- 6. Parks - Review and possible changes to the County Park policy regarding launching more than one recreational vessel from a vehicle at County docks and waterways. To hold for one month.
- 7. Parks - Director's Report. Receive and place on file.
- 8. Resch Centre/Arena/Shopko Hall - Update re: Repair and Maintenance Timeline at the Resch Center. Receive and place on file.
- 9. Resch Centre/Arena/Shopko Hall - Complex Attendance for the Brown County Veterans Memorial Complex. Receive and place on file.
- 10. Resch Centre/Arena/Shopko Hall - Discussion with possible recommendation re: maintenance and future use of Resch Centre, Arena and Shopko Hall. To direct Chairman Brunette and Supervisor Vander Leest to meet with stakeholders to discuss the future of the Resch Centre, Arena and Shopko Hall and to include the Packers, PMI, Village of Ashwaubenon and Brown County.
- 11. Museum - Budget Status Financial Report for May, 2011. Receive and place on file.
- 12. Museum Attendance and Admissions Report for May, 2011. Receive and place on file.
- 13. Museum Director's Report. Receive and place on file.
- 14. NEW Zoo - Monthly Financial Report for May, 2011. Receive and place on file.
- 15. NEW Zoo - Budget Adjustment (11-69): Increase in expenses with offsetting increase in revenue. *See item #17*
- 16. NEW Zoo - Budget Adjustment (11-74): Increase in expenses with offsetting increase in revenue. *See item # 17*
- 17. NEW Zoo - Budget Adjustment (11-75): Increase in expenses with offsetting increase in revenue. To approve items 15-17.
- 18. Zoo Monthly Activity Report.
 - a. Operations Report.
 - i. Admissions, Revenue, Attendance.
 - ii. Gift Shop, Mayan, Zoo Pass, Misc Revenue. Receive and place on file.
 - b. Education/Volunteer Programs Report. Receive and place on file.
 - c. Curator's Report. Receive and place on file.
 - d. Zoo Director's Report. Receive and place on file.
- 19. Golf Course - Budget Status Financial Report for May, 2011. Receive and place on file.
- 20. Golf Course Financial Statistics as of June 19, 2011. Receive and place on file.
- 21. Golf Course - Superintendent's Report. Receive and place on file.
- 22. Library - Budget Status Financial Report for May, 2011. Receive and place on file.
- 23. Library - Central Library repair update. Receive and place on file.
- 24. Library - Director's Report. Receive and place on file.

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

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF JULY 20, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on July 20, 2011 and recommends the following motions:

1. Board Attorney Report.
 - a) County Code Chapter 4 Rewrite.
To appoint Attorney Fred Mohr to work with Human Resources.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
3. Vacant Budgeted Positions - Clerk of Courts – Deputy Clerk of Courts I (vacated 5/27/11). To approve.
4. Vacant Budgeted Positions - Health Department – Public Sanitarian II (vacated 7/6/11). To approve.
5. Vacant Budgeted Positions - Human Services – Social Worker/Case Manager – Child Protection Intake/Disposition (vacated 6/13/11 & 6/20/11). To approve the two positions.
6. Vacant Budgeted Positions - Human Services – Social Worker/Case manager – Child and Family Support (vacated 6/6/11 & 6/13/11). To approve three positions.
7. Vacant Budgeted Positions - Human Services – Staff RN – 2 positions (vacated 7/11/11 & 7/19/11). To approve.
8. Resolution re: Human Services Department Psychiatrist, Adult Psychiatrist, Clinical Director. To approve. See Resolutions, Ordinances July County Board.

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

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF JUNE 22, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on June 22, 2011, and recommends the following motions:

1. Review Minutes of:
 - a. Aging & Disability Resource Center (May 26, 2011).
 - b. Children with Disabilities Education Board (May 25, 2011).
 - c. Community Options Program Planning Committee (May 23, 2011).
 - d. Human Services Board (May 12, 2011).
 - e. Northeast Wisconsin Family Care Board of Directors (May 16, 2011).

- f. Veterans' Recognition Subcommittee (May 17, 2011).
Receive and place on file 1a though 1f.
2. Human Services Dept. - Executive Director's Report. Receive and place on file.
3. Human Services Dept. - Resolution re: Human Services Department Psychiatrist, Adult Psychiatrist, Clinical Director. Receive and place on file. See Resolutions, Ordinances July County Board.
4. Human Services Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
5. Human Services Dept. - Community Treatment Center Update. Receive and place on file.
6. Human Services Dept. - Monthly Inpatient Data – Community Treatment Center and Bellin Psychiatric Center. Receive and place on file.
7. Human Services Dept. - Approval for New Non-Continuous Vendor. To approve.
8. Human Services Dept. - Request for New Vendor Contract. To approve.
9. Human Services Dept. - Monthly Contract Update. To approve.
10. Aging and Disability Resource Center - Operating Expenses, Contracts and Revenue Reports, May 31, 2011. Receive and place on file.
11. Audit of bills. To approve audit of bills.

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

No. 8e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF JUNE 27, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on June 27, 2011 and recommends the following motions.

1. Review minutes of:
 - a. Harbor Commission (May 9, 2011).
 - b. Planning Commission Board of Directors (May 4, 2011).
 - c. Transportation Coordinating Committee (February 14, 2011).
To approve 1a, b & c.
2. Communications from Supervisor Nicholson re: Requesting staff to be present with Supervisors De Wane and Nicholson to verify the number of residents in Districts 2 and 3. To table.
3. Land Information - Appointment of Carole Andrews to the Land Information Council replacing Supervisor Bernie Erickson. To approve.
4. Planning Commission - Budget Status Financial Report for April, 2011. Receive and place on file.
5. Property Listing - Budget Status Financial Report for April, 2011. Receive and place on file.
6. Zoning - Budget Status Financial Report for April, 2011. Receive and place on file.
7. Solid Waste Budget Status Financial Report for May, 2011. *See item #8*

8. Port Waste Budget Status Financial Report for May, 2011. Receive and place on file 7 and 8.
9. Port & Solid Waste - Resolution to Approve Entry into Lease Agreement: Great Lakes Calcium Corp and Brown County. To approve. See Resolutions, Ordinances July County Board.
10. Port & Solid Waste - Bay Port Confined Disposal Facility Expansion – Request for Approval. To approve.
11. May Port of Green Bay Tonnage Report. Receive and place on file.
12. Port & Solid Waste - Director’s Report. Receive and place on file.
13. Highway - May 2011 Budget to Actual. Receive and place on file.
14. Highway - Resolution re: Authorizing County Trunk Highway Jurisdictional Revisions to CTH “V”/Finger Road, City of Green Bay. To approve. See Resolutions, Ordinances July County Board.
15. Highway - Update on County Trunk GV Project and Roundabout. Receive and place on file.
16. Highway - Director’s Report. Receive and place on file.
17. Register of Deeds - Budget Status Financial Report for April and May, 2011. Receive and place on file.
18. Audit of bills. To pay bills.

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

No. 8e(i) -- REPORT OF LAND CONSERVATION SUB-COMMITTEE OF JUNE 27, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on June 27, 2011 and recommends the following motions.

1. Land and Water Conservation Department Budget Update, May 2011. Receive and place on file.
2. Budget Adjustment Request (11-76): Fuel and Maintenance of vehicles is tracked through LWCD budget and transferred for payment to Baird Creek and West Shore Budgets. To approve.
3. Review status of previous year and approve Fall-2011 Spring-2012 authorized bow hunt at Mental Health Center property. To approve.

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

No. 8e(ii) -- REPORT OF LAND CONSERVATION SUB-COMMITTEE OF MAY 23, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on May 23, 2011 and recommends the following motions.

1. Land and Water Conservation Department Budget Update: April, 2011. Receive and place on file.
2. Review of Working Lands Initiative Program information. Receive and place on file.
3. Letter from DATCP regarding Conservation Reserve Enhancement Program. Receive and place on file.

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

No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF JULY 6, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on July 6, 2011 and recommends the following motions:

1. Review of minutes:
 - a. Emergency Medical Services Council (May 18, 2011). Receive and place on file.
2. Communication by Supervisor Vander Leest re: Request to explore ways to increase fraud investigations in Social Services in Brown County. To refer to staff.
3. District Attorney - Monthly Drug Criminal Complaint Numbers (standing item). Receive and place on file.
4. Sheriff - Key Factor Reports and Jail Average Daily Population by Month and Type for the Calendar Year 2011. Receive and place on file.
5. Sheriff - Budget Status Financial Report for May, 2011. Receive and place on file.
6. Sheriff - Budget Adjustment (11-84): Increase in expenses with offsetting increase in revenue. To approve.
7. Sheriff - Budget Adjustment (11-85): Interdepartmental reallocation or adjustment (including reallocation from the County’s General Fund). To approve.
8. Sheriff - Ordinance to Create Sec. 30.10 of the Brown County Code Entitled “Fuel Theft Prevention”.
 - i. To approve: Ayes: Buckley, Dewane Nays: Nicholson Abstain: Kaster
 - ii. To open the floor for comment
 - iii. To return to regular business See Resolutions, Ordinances July County Board
9. Closed Session: Pursuant to Wis. Stats. §19.85(1)(f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems, or the investigation of charges against specific persons except where par. (b) applies, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations (Fraud Investigations).
 - i. To enter into session
 - ii. To return to regular business
 - iii. To hold for one month

10. Sheriff's Report - For Facilities Management to be responsible for funds over the amount allocated of \$26,500 to complete the jail fencing project.
11. Public Safety Communications - Budget Status Financial Report for April, 2011. Receive and place on file.
12. Public Safety Communications - Budget Adjustment (11-81): Increase in expenses with offsetting increase in revenue.
 - i. To take Numbers 12 & 14 together
 - ii. To approve numbers 12 & 14
13. Public Safety Communications - Budget Adjustment (11-82): Increase in expenses with offsetting increase in revenue. To approve.
14. Public Safety Communications - Grant Application Review (11-09): Homeland Security – HS NIMS and ICS Training. *See Number 12 above.*
15. Public Safety Communication - Director's Report. Receive and place on file.
16. Circuit Courts - Budget Status Financial Report for May, 2011. Receive and place on file.
17. Clerk of Courts - Budget Status Financial Report for May, 2011. Receive and place on file.
18. Audit of bills. To approve.
19. Such other matters as authorized by law. To adjourn

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

No. 9 -- RESOLUTIONS, ORDINANCES:

No. 9a -- RESOLUTION REGARDING: TO APPROVE EXPENDITURE TO COMPLETE INFORMATION SERVICES NEEDS ASSESSMENT

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

A motion was made by Supervisor Miller and seconded by Supervisor Nicholson **“to refer back to Administration Committee, Human Resources and Information Services Departments”**.

Following discussion, a vote was taken on Supervisor Miller's motion **“to refer back to Administration Committee, Human Resources and Information Services Departments”**. Voice vote taken. Motion carried unanimously with no abstentions **“to refer”**.

No. 9b -- RESOLUTION REGARDING: TO APPROVE ENTRY INTO A MAINTENANCE AGREEMENT WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION REGARDING THE OPERATION OF A BIKE TRAIL ALONG HIGHWAY 57 IN BROWN COUNTY

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

Ladies and Gentlemen:

WHEREAS, the bike path from the east boundary of Bay Shore Park to the cul-de-sac at Rock Falls Road has been constructed by the WisDOT; and

WHEREAS, this pathway allows safe passage for bike and pedestrian travelers from Bay Shore Park to this cul-de-sac on their way to Dykesville; and

WHEREAS, the maintenance of this pathway can be conducted by existing Park Staff at Bay Shore Park and the annual maintenance costs are very low for the customer service that this provides.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors approves the attached maintenance agreement to operate and maintain this bike and pedestrian path and authorizes execution of the agreement by Brown County.

This resolution does not require an appropriation from the General Fund. The additional maintenance costs will be approximately \$100 and will be covered by the Parks Department budget.

Respectfully submitted,
EDUCATION & RECREATION
COMMITTEE

Authored by Facility & Park Mgmt. - Parks
Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund.

A motion was made by Supervisor La Violette and seconded by Supervisor Clancy **“to adopt”**.
Vote taken. Roll Call #9b(1):

Ayes: De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, La Violette, Andrews, Van Vonderen, Schuller, Fleck, Clancy, Wetzell, Scray, Carpenter, Lund, Fewell

Nays: Kaster, Moynihan

Excused: Tumpach, Theisen

Total Ayes: 22 Total Nays: 2 Excused: 2
Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 7/25/2011

ATTACHMENT TO RESOLUTION #9b
(Maintenance Agreement)

**MAINTENANCE AGREEMENT FOR
EXISTING PATH ALONG WIS 57
BROWN COUNTY**

This agreement will document understandings reached between the Wisconsin Department of Transportation, hereinafter called the “Department”, and Brown County Facility and Park Management, hereinafter called the “County”, regarding the above referenced project.

Existing Improvement

WisDOT project ID 1480-08-73 included construction of a 10 foot paved bicycle/pedestrian path. The path is fenced from STH 57 but is located within Department right-of-way. The path this agreement covers begins at the boundary of Bay Shore County Park and ends at the cul-de-sac at Rock Falls Road.

This maintenance agreement is written to specify the roles of the Department and County relating to the path to provide a safe traveling route for bicycles and pedestrians.

- 1. It is understood that the Department will:
 - a. Retain the trail right-of-way for transportation purposes
- 2. It is understood that the County will:
 - a. Assume all costs and responsibility for any future maintenance of any portion of the path, which lies in Department right-of-way.
 - b. Submit a permit to work on Department right-of-way before any improvements or maintenance is conducted
 - this does not include items that are deemed "day to day" or "normal" maintenance
 - c. Obtain a permit from the Department to trim trees or brush on Department right-of-way
 - d. Sign and mark the trail consistently as other county trails
 - e. Provide trail for bicycle and pedestrian use (no-motorized use)
 - f. The county shall not charge fees for the use of the Path

The term of this Maintenance Agreement shall be twenty (20) years from the effective date. This Agreement shall automatically be renewed under the same terms and conditions for additional one (1) year terms, unless either party shall give written notice to the contrary to the other party at least ninety (90) days before the renewal date.

The signatures below signify that the Department and the County accept and agree to all terms as outlined in this agreement.

Approved by: STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION

_____ Date _____
 Will Dorsey
 Director
 WisDOT NE Region

Approved by: BROWN COUNTY

_____ Date _____
 William Dowell, Director, Facility and Park Management

_____ Date _____
 Troy Streckenbach, Brown County Executive

**No. 9c -- RESOLUTION REGARDING: HUMAN SERVICES DEPARTMENT
PSYCHIATRIST, ADULT PSYCHIATRIST, CLINICAL DIRECTOR**

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

Ladies and Gentlemen:

WHEREAS, Sections 4.41 through 4.48 of the Brown County Code provide for a classification and compensation plan for administrative employees with a market study completed every two years; and

WHEREAS, a Psychiatrist position is currently vacant; and

WHEREAS, the current salary range for Psychiatrist and Adult Psychiatrist is \$160,738 - \$192,657 with the Clinical Director receiving a \$5,000 annual adjustment; and

WHEREAS, Human Resources in conjunction with Human Services completed a thorough study and based on current market conditions and bench mark information, to be competitive and to attract/retain qualified candidates, the Psychiatrist, Adult Psychiatrist and Clinical Director salary range should be adjusted; and

WHEREAS, Human Resources and Human Services recommend the Psychiatrist and Adult Psychiatrist salary range be adjusted to \$165,000 - \$242,000 with the Clinical Director receiving a \$5,000 annual adjustment effective immediately; and

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors that the salary range for the position of Psychiatrist and Adult Psychiatrist be adjusted to \$165,000 - \$242,000 with the Clinical Director receiving a \$5,000 annual adjustment effective immediately.

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

Proposed Pay Table 51:

	Step 01	Step 02	Step 03	Step 04	Step 05
Psychiatrist Adult Psychiatrist	\$165,000	\$181,000	\$200,000	\$220,000	\$242,000
Clinical Director	Additional \$5,000 annually to serve as Clinical Director.				

BUDGET IMPACT:

Human Services
Adjust Pay Table 51 Psychiatrist, Adult Psychiatrist, Clinical Director

2011 Partial Budget Impact 07/01/11 – 12/31/11:

	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
2.5 FTE Psychiatrists			
1.0 FTE Adult Psychiatrist			
Current Salary: Pay Table 51, Step 5	(\$ 96,329)	(\$54,541)	(\$150,870)

Proposed Salary: Pay Table 51, Step 3	\$100,000	\$56,620	\$156,620
Difference	\$ 3,671	\$ 2,079	\$ 5,750
Total			x 3.5 FTE \$ 20,125

	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
1.0 FTE Clinical Director			
Current Salary: Pay Table 51, Step 5	(\$ 96,329)	(\$54,541)	(\$150,870)
Proposed Salary: Pay Table 51, Step 3	\$100,000	\$56,620	\$156,620
Difference	\$ 3,671	\$ 2,079	\$ 5,750
Total			x 1.0 FTE \$ 5,750

2011 TOTAL PARTIAL BUDGET IMPACT \$ 25,875

2011 Annualized Budget Impact

	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
2.5 FTE Psychiatrists			
1.0 FTE Adult Psychiatrist			
Current Salary: Pay Table 51, Step 5	(\$192,657)	(\$109,082)	(\$301,739)
Proposed Salary: Pay Table 51, Step 3	\$200,000	\$113,240	\$313,240
Difference	\$ 7,343	\$ 4,158	\$ 11,501
Total			x 3.5 FTE \$ 40,254

	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
1.0 FTE Clinical Director			
Current Salary: Pay Table 51, Step 5	(\$192,657)	(\$109,082)	(\$301,739)
Proposed Salary: Pay Table 51, Step 3	\$200,000	\$113,240	\$313,240
Difference	\$ 7,343	\$ 4,158	\$ 11,501
Total			x 1.0 FTE \$ 11,501

2011 ANNUALIZED BUDGET IMPACT \$ 51,755

This resolution does not require an appropriation from the General Fund. The resolution will be funded by 2011 budgeted funds and fund balance from the Community Treatment Center and Community Programs.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel
Authored by: Human Resources Dept.

A motion was made by Supervisor Evans and seconded by Supervisor Moynihan "to adopt." Following discussion, a vote was taken on Supervisor Evan's motion "to adopt". Roll Call #9c(1):

Ayes: De Wane, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, La Violette, Andrews, Kaster, Schuller, Fleck, Clancy, Wetzal, Moynihan, Scray, Carpenter, Lund, Fewell

Nays: Nicholson, Van Vonderen

Excused: Tumpach, Theisen

Total Ayes: 22 Total Nays: 2 Excused: 2

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 7/25/2011

ATTACHMENT TO RESOLUTION #9c

MEMO

TO: Debbie Klarkowski
Human Resources Manager

FROM: Deb Seidel
Human Resource Analyst

DATE: March 25, 2011

SUBJECT: **Psychiatrist/Adult Psychiatrist/Clinical Director Salary Grid**

Request: On March 15, 2011, the Human Resource Department received a request from Brian Shoup, Human Services Executive Director to review the Psychiatrist salary grid. Given the market conditions of recruiting a Psychiatrist, it is important the salary grids be reevaluated to ensure we are competitive to be able to attract qualified candidates.

Research Completed:

Discussion with Brian Shoup – Human Services Executive Director
Discussion with Mary Johnson – Hospital and Nursing Home Administrator
Review of current salary data collected from Margaret Hoff – Account Manager
Review of data collected from other counties
Review of data collected from private sector
Discussion with Andy Olson – Senior Director of Recruiting with Merritt Hawkins
Review of data collected from Merritt Hawkins
Review of external salary surveys data

Scope of Position:

Provides inpatient psychiatric care and treatment of for the Brown County Community Treatment Center under the direction of the Clinical Director/Psychiatrist.

Minimum Education and Experience:

Physician licensed in State of Wisconsin; Board Certification in Psychiatry and Licensed with Drug Enforcement Administration (DEA).

Review of Current State:

Brown County is lagging the current market. The Human Services Department prefers to hire county staff, with new and innovative planning for services.

Psychiatrist 3.00 FTE's

2010 Data	A	B	C
Unit	IP, OP	OP	OP
Full Benefits	Yes	Yes	Yes
On-Call	Yes	No	No
On-Call Pay	Included in Salary	N/A	N/A
Clinical Director Pay	\$5,000	N/A	N/A
Salary	\$197,657	\$192,657	\$192,657

Temps/Contracts for Psychiatrist

2010 Data	D	E	F
Status	Part-time/Temp	Part-time/Contract	Part-time/Contract
Unit (IP and/or OP)	IP	IP	IP, OP
Hourly Wage for On-site Hours	\$150	\$150	\$150
Benefits	WRS/Life Insurance	N/A	N/A
Portal to Portal (Round trip)	\$150	N/A	N/A
On-Call Pay per Hour	\$150	\$150	\$150
Hours On-Call	300	24	343.50
Hours Worked On-Site	819.50	37	709.50
Compensation	\$205,575	\$9,150 Note: Hired Oct.2010; Annualized \$54,960	\$157,950

Review of other Counties:

County	Salary	On-call Weekdays	On-call Weekends	Frequency of On-call
Fond du Lac	\$200,000	\$0.00	\$1500	Every 4 th wk.
North Central	\$187,740-244,441	\$200 per Night	\$1500	Every 3 rd wk.

Review of Private Sector:

	Salary	On-call Weekdays	On-call Weekends	Frequency of On-call
Bellin	\$200,000 plus productivity incentives	Built into salary	Built into salary	Every 6th wk.
Aurora	Range \$190,000-\$200,000. After 2 yrs. Salary Range \$290,000-300,000	Built into salary	Built into salary	Every other weekend; however, have Triage Nurses (No need for Doc to be on site)

Merritt Hawkins Physician Recruiting Statistics:

The United States is in the midst of a physician shortage which many experts believe will be exacerbated as millions of patients gain access to medical services through healthcare reform. While the shortage is acute in primary care, it also extends too many medical specialties, including Psychiatry. According to a recent study by the Association of American Medical Colleges, the U.S. faces a deficit of 125,000 physicians by 2025, including a shortage of 80,000

specialists. Over 15 medical societies have released studies in the last several years projecting physician shortages in their fields. The number of physicians trained in the U.S. (about 24,000 a year) has remained virtually stagnant for over 20 years, while the population has both grown and aged significantly. Many physicians (about 35%) are over the age of 55, and by 2016 the number of doctors exiting medicine is projected to be larger than the number entering. As a result, physician supply is likely to be constrained in many medical specialties, including Psychiatry, for the foreseeable future.

General Income:

- \$206,992. Mean (avg.)
- \$234,696 75th Percentile
- \$284,721 90th percentile

Merritt Hawkins Recommended Range:

- \$200,000 to \$250,000

Due to rising malpractice costs increasing, limited reimbursement and various other general challenges to mental health profit centers, most psychiatrists have gravitated toward employment models via local hospitals or community health centers. However, those still in the “private” sector are seeing partnership tracks average 1 year or less.

Candidate Pool:

Recruitment of fellowship trained psychiatrists is a much more difficult task than in the past. Given those aforementioned challenges, these specialized physicians are receiving higher salaries. The example provided below shows the challenges we face assuming a practice is looking for a board certified, American trained psychiatrist.

Total Physicians in Patient Care	33,968
Less Foreign Medical School Graduates (33,968-12,993)	20,995
Less Non-Board Certified (20,995-10,040)	10,955
7% of physicians move every year	767
Divided by 50 for geographic preference	15
Total Available Candidate Pool for This Specialty	15

Review of External Salary Surveys:

- 2010 LocumTenenens.com Psychiatry Salary Survey:
 - \$198,100 Experience of 5 Years or Less
 - \$202,738 Experience of 6-10 Years
 - \$203,735 Experience of 10 Years or more
- HR Reported data as of October 2010 mysalry.com:
 - \$190,180 Median
 - \$207,549 75th Percentile
 - \$223,364 90th Percentile
- 2010 Medical Group Management Association:
 - \$182,724-235,101 Range
 - \$204,406 Median

Review of the Current 2010 Psychiatrist Salary Grid is Pay Table 51:

Pay Table 51	01	02	03	04	05
	Start	1 Year	3 Years	5 Years	7 Years
Psychiatrist					
Adult Psychiatrist	\$160,738	\$168,719	\$176,700	\$189,781	\$192,657
	\$77.2779	\$81.1149	\$84.9519	\$91.2409	\$92.6236

* Adjustments: \$5,000 annually to serve as Clinical Director (\$2.4038/hour added to Grade B)

Recommendation:

It is recommended that the Psychiatrist Salary Grid be adjusted based on current market conditions and review of the salary survey data to be competitive and in line with market. This means the position salary range would be \$165,000-\$242,000.

Pay Table 51	01	02	03	04	05
Psychiatrist	\$165,000	\$181,000	\$200,000	\$220,000	\$242,000
Adult Psychiatrist	\$79.329	\$87.0192	\$96.1538	\$105.7692	\$116.3461

Adjustments: \$5,000 annually to serve as Clinical Director (\$2.4038/hour added to Grade B)

On-call per Night Rate (Monday –Thursday 5pm-8am): \$200.00
 On call per Weekend Rate (Friday 5pm-Monday 8am): \$1,500.00

2011 Fiscal Impact

Psychiatrist, Adult Psychiatrist, Clinical Director
 Adjust Pay Table 51

Psychiatrist - 2.5 FTE

Adult Psychiatrist - 1.0 FTE

2011 Partial Fiscal Impact 7/1/11-12/31/11:

	Current Salary	Proposed Salary	Diff	3.5 FTE Total
2011 Salary	\$ 96,329.00	\$ 100,000.00	\$ 3,671.00	\$ 12,848.50
201 Fringe Benefits	\$ 54,541.48	\$ 56,620.00	\$ 2,078.52	\$ 7,274.82
Total 2011 Partial Fiscal Impact	\$ 150,870.48	\$ 156,620.00	\$ 5,749.52	\$ 20,123.32

2011 Annualized Fiscal Impact:

	Current Salary	Proposed Salary	Diff	3.5 FTE Total
2011 Salary	\$ 192,657.00	\$ 200,000.00	\$ 7,343.00	\$ 25,700.50
2011 Fringe Benefits	\$ 109,082.39	\$ 113,240.00	\$ 4,157.61	\$ 14,551.62

Total 2011 Annual Fiscal Impact	\$ 301,739.39	\$ 313,240.00	\$ 11,500.61	\$ 40,252.12
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Clinical Director - 1.0 FTE

2011 Partial Fiscal Impact 7/1/2011-12/31/11:

	Current Salary	Proposed Salary	Diff	1.0 FTE Total
-				
2011 Salary	\$ 98,828.00	\$ 102,500.00	\$ 3,672.00	\$ 3,672.00
201 Fringe Benefits	\$ 55,956.41	\$ 58,035.50	\$ 2,079.09	\$ 2,079.09
Total 2011 Partial Fiscal Impact	\$ 154,784.41	\$ 160,535.50	\$ 5,751.09	\$ 5,751.09

2011 Annualized Fiscal Impact:

	Current Salary	Proposed Salary	Diff	1.0 FTE Total
-				
2011 Salary	\$ 197,657.00	\$ 205,000.00	\$ 7,343.00	\$ 7,343.00
2011 Fringe Benefits	\$ 111,913.39	\$ 116,071.00	\$ 4,157.61	\$ 4,157.61
2011 Total Annual Fiscal Impact	\$ 309,570.39	\$ 321,071.00	\$ 11,500.61	\$ 11,500.61

TOTAL 2011 PARTIAL FISCAL IMPACT 7/1/11 - 12/31/11 **\$ 25,874.41**

TOTAL 2011 ANNUALIZED FISCAL IMPACT **\$ 51,752.73**

No. 9d -- RESOLUTION REGARDING: TO APPROVE ENTRY INTO LEASE AGREEMENT: GREAT LAKES CALCIUM CORP AND BROWN COUNTY

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

Ladies and Gentlemen:

WHEREAS, the county has owned a parcel of property at 1455 Bylsby Avenue (Parcel ID# 6-32-A-1) in the City of Green Bay since 2007; and

WHEREAS, the parcel is 1.6 acres and consists of a block building, loading rack building and an asphalted surface; and

WHEREAS, the parcel was formerly used as a petroleum product loading station and the ground was subject to petroleum discharges between 1993 and 2002; and

WHEREAS, the Wisconsin Department of Commerce imposed an "Asphalt Cap Maintenance Plan" deed restriction on the property to remedy the soil contamination condition; and

WHEREAS, this property has been unused for several years and the structures on it are in a dilapidated state; and

WHEREAS, Great Lakes Calcium Corporation (GLC) is located across Bylsby Avenue from this parcel, and it proposes to lease the property from the County on a long-term basis for the storage of port commodities; and

WHEREAS, Great Lakes Calcium Corporation is agreeable to the terms contained in the attached lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Port and Solid Waste Department is authorized to enter into the attached lease agreement with Great Lakes Calcium Corporation.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: Corporation Counsel
Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. The Port and Solid Waste budget will increase \$2,064 in 2011 to reflect the revenue. Subsequent year's revenue will be accounted for in the budgeting process.

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

Approved by: \s\ Troy Streckenbach, County Executive Date: 7/25/2011

ATTACHMENT TO RESOLUTION #9d

SURFACE LEASE AND AGREEMENT

THIS SURFACE LEASE AGREEMENT (THE "Agreement"), entered into this 1st day of August 2011, by and between BROWN COUNTY, a body corporate pursuant to Wis. Stat. s. 59.01 (the "Lessor"), and GREAT LAKES CALCIUM CORPORATION, a Wisconsin corporation (the "Lessee"), is to evidence the following agreements and understandings:

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by Lessee, has demised and leased to Lessee certain parcels of land (the "Leased Premises") located at Green Bay, Wisconsin and owned by Lessor, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the lessor and Lessee, Parties herein, agree as follows:

1. Rent

Lessee agrees to pay to Lessor rent for the Leased Premises during the Lease Period (as defined below), the sum of six hundred sixty-eight dollars (\$668.00) per month (the "Rent"), payable in advance on the first day of each month, starting October 1, 2011 (the "Rent Payment

Commencement Date”) and ending upon the expiration of this Agreement. The parties acknowledge the Lease Period will commence on August 1, 2011 but no rent shall be paid until October 1, 2011. Each year for the first five years of the lease term, on January 1st (beginning January 1, 2012) the rent shall increase without further notice at the rate of twenty dollars (\$20.00) per month. The projected rent schedule is set out in the attached and incorporated Exhibit B. In order to utilize the property, the Lessee agrees to make site improvements and to be exclusively responsible for the improvement. These costs include; remove/relocate utilities, demolition of existing buildings and repairs to asphalt surface. Exhibit B lists the projected improvements costs. The estimated aggregate site improvement cost of \$96,920 will be credited to Lessee as Prepaid Rent Actual monthly rent payments from Lessee to lessor will begin December 1, 2021 after Prepaid Rent is fully amortized pursuant to the schedule on Exhibit B.

2. Term

The initial term of this Lease shall be for 11-years and three (3) months from August 1, 2011 and shall continue until October 31, 2022, (the “Lease Period”). The termination date coincides with the termination of the 2007 lease between the Lessee and Lessor for the two (2) acre parcel adjacent and to the south of the leased premises (the “2007 Lease”). Provided Lessee is not in a material, uncured default of any of the terms or conditions of this Agreement or the 2007 Lease one hundred and twenty days (120) prior to their termination, Lessee will have the right to renew the lease agreements for one additional five (5) year period on terms to be negotiated in good faith between the parties.

3. Leased Premises

The Leased Premises are outlined and identified in Exhibit A. The Leased Premises consist of a 100’ by 699’ (1.6 acres) parcel of land including a 50’x70’ metal building formally used as a petroleum loading station. The 100’ by 699’ area of the Lease Premises is generally an asphalted area. During the term of the Lease, the Lessee is required to maintain the asphalt and loading rack building at the Lessee’s cost. Failure to adequately maintain the asphalt and loading rack building will be a material breach of this agreement and may lead to Lessor’s termination of this Agreement, subject to notice of such breach and a reasonable period of time to cure such breach.

4. Improvements to be Completed by Lessee

During the initial two months of this Lease Agreement, Lessee shall make the following discrete improvements, as identified in Exhibit B and Section 1 above, at its sole cost:

- a. The existing WPS electrical service shall be relocated to the existing loading rack building.
- b. Remove and relocate AT&T telephone service.
- c. Remove and dispose of rectifier and small outbuildings.
- d. Remove and dispose of all electrical components.
- e. Demolition and disposal of existing block building.
- f. Gravel the block building area for parking.
- g. Create a 6’x100’ concrete dolly pad
- h. Renovate existing loading rack building enclosing the west end for equipment storage.
- i. Repair existing asphalt areas

Lessee shall be responsible for completing the site improvements prior to October 1, 2011. The Lessee shall furnish documentation to the Lessor, upon request, showing the actual costs of the above listed improvements.

5. Lessor's Right of Access

Lessor shall retain the right to use at any time for any purpose a 15' wide driveway along the north side of the Leased Premises to access the Lessor's property to the west of the Leased Premises. Lessee shall not obstruct, or interfere with the driveway at any time in any manner. Lessor shall have the right to grant this right of access to other lessees or purchasers of the property Lessor owns to the west of the Leased Premises. The gated entrance to the Leased Premises shall be closed and locked at the end of each working day by the last party to enter or exit the Leased Premises. In addition to the above right of access, the lessor shall have the right, upon reasonable notice to the Lessee, to enter and inspect or show the Leased Premises. Lessor shall maintain the right to use its property not included in the Leased Premises for any purpose which does not interfere with the Lessee's intended use of the Leased Premises

6. Use

Lessor agrees the Lessee may use the Leased Premises for the handling and storage of port-related limestone or other port-related commodities or goods. The Lessee agrees that it will not use the Leased Premises for any unlawful purpose and the Lessee will comply with all federal, state, and local laws, ordinances, and regulations with respect to its use of the Leased Premises, and will indemnify, defend, and hold the Lessor harmless from any penalty, damage, or charge imposed or incurred as a result of the Lessee's use of the Leased Premises after the commencement date hereof in violation of any such law, ordinance, or regulation. The Lessor, Lessee and any other user of the Leased Premises or the Lessor's property adjacent to the leased premises must cooperate concerning access to premises and the cooperation includes but is not limited to securing and locking gates for ingress and egress.

Lessee shall be liable for any damage or injury incurred as a result of a break-in or other damage caused by Lessee's failure to lock the gate at the end of each working day. Lessee shall not be responsible for any damages caused by another party's negligence or failure to lock the gate at the end of a working day

In the future if the Lessee wants to construct a building of any kind on the Leased Premises, the Parties agree to renegotiate in good faith the terms of this Lease, which revised lease shall at least provide for a longer term than that which is prescribed for herein.

Lessee is responsible for remedying any and all issues related to the Lease including but not limited to environmental damage, nuisance claims, or any action due to the activity of Lessee while acting on the Leased Premise.

7. Insurance

Lessee agrees that it shall at all times during the Lease Period indemnify, defend and hold harmless Lessor, Brown County and its agents, officers, and employees, against any and all loss, damages, and costs or expenses which Lessor may sustain, incur, or be required to pay by reason of any personal injury, death or property loss resulting from Lessee's acts or omissions under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Lessor, Brown County and/or its agents, officers and employees, notwithstanding, Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

In addition to the foregoing, the Lessee agrees that during the Lease Period it shall provide general liability insurance coverage for its operations upon the Leased Premises in a minimum amount of \$2,000,000 and the Lessor shall be provided a certificate of insurance, showing it as an additional insured during the term of this Lease Agreement.

The Lessor hereby agrees to give prompt written notice to the Lessee of any claim against the Lessor or the filing of any action or suit against Lessor in any court, based upon any act or omission of the Lessee, its agents and employees, in connection with the Lessee's use or occupancy of the Leased Premises.

8. Environmental Compliance & Indemnification

a. All capitalized terms used in this section and not heretofore defined shall have the meanings set forth below:

(1) "**ENVIRONMENTAL CLAIMS**" means any and all actions, suits orders, claims, liens, notices, investigations, proceedings or complaints, whether any of the foregoing are administrative, civil, criminal, judicial or otherwise, related to any Environmental Law, that have been threatened, brought, issued, asserted or alleged by: i) a federal, state or local agency or body or a citizen or citizen group for compliance, injunctive relief, losses, damages (including but not limited to natural resource damages), penalties, removal, response, remedial or other action pursuant to an Environmental Law related to the presence or actual or threatened Release of a Hazardous Substance, or a condition at, in, under or on (including migrating from) any environmental media at the Leased Premises or related to waste or material sent for treatment, storage, recycling or disposal from the Leased Premises, including, without limitation and by way of illustration only, in the event that a lawsuit is commenced by the EPA, the State of Wisconsin or any other unit of government having jurisdiction over the Release of a Hazardous Substance at the Leased Premises which demands, orders or requires any investigation, testing, monitoring, clean-up, remediation, removal, corrective action, closure, response action, treatment, mitigation, restoration work, processing, extraction, excavation, demolition or any other action of any kind or nature whatsoever in connection with Releases at, in, under or on (or migrating from) the Leased Premises; or ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from construction, operation or maintenance of the Leased Premises and/or the Release or threatened Release of a Hazardous Substance, or a condition, at, in, under or on (including migrating from) the Leased Premises or for a violation of an Environmental Law at or related to the Leased Premises.

(2) "**ENVIRONMENTAL LAW**" means all applicable current and future federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, rules, regulations, ordinances, permits, licenses, approvals and codes of any governmental agency and common law relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.

(3) "**ENVIRONMENTAL PERMITS**" means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law or in connection with the ownership, use and/or operation of the Leased Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of

Hazardous Substances, or the cleanup, remediation, sale, transfer or conveyance of the Leased Premises.

(4) **“HAZARDOUS SUBSTANCE”** means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, biological agents, toxic molds, mineral oil, natural gas, petroleum and petroleum products, methane, hazardous materials, solid or hazardous wastes, waste waters, hazardous or toxic substances, regulated materials, pollutants, contaminants or related materials or chemicals, including their constituents and degradation products, posing a risk of harm to health or the environment, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Sections 6901 et seq.), and any other applicable Environmental Law and the regulations promulgated there under.

(5) **“RELEASE”** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including, without limitation, any environmental media and the abandonment or discarding of barrels, containers, and other closed receptacles) of any Hazardous Substance.

b. Lessor represents and warrants to Lessee that, except for the petroleum contamination at the property, as previously discussed in the 2007 Lease, to the best of Lessor’s knowledge, each of the following is true for the Leased Premises:

(1) No Releases of Hazardous Substances have occurred at, onto, from, under, or in (or are migrating from) the Leased Premises;

(2) There is no Hazardous Substance present at, under or in (or migrating from), nor is any contamination, pollution, or other condition at, the Leased Premises which would require reporting of the same to a federal, state or local agency or body and/or investigation, remediation, monitoring or any other action under any Environmental Law;

(3) The Leased Premises have never been used for the treatment, storage or disposal (including, without limitation, the depositing on or below the surface of the ground) of Hazardous Substances, septage, household or commercial garbage, or any other waste;

(4) There are no underground storage tanks currently located at the Leased Premises;

(5) The Leased Premises are, and at all times during Lessor’s ownership thereof have been, used, operated and maintained in compliance with all applicable Environmental Laws;

(6) With regard to the Leased Premises or to materials or wastes sent from the Leased Premises for treatment, storage, recycling and/or disposal elsewhere, there are no past, pending or threatened Environmental Claims, nor is the Lessor aware of any set of facts which could reasonably be expected to give rise to an Environmental Claim;

(7) There are no federal, state or local regulated wetlands at the Leased Premises; and

(8) There are no facts, circumstances or conditions at the Leased Premises which reasonably could be expected to restrict or prevent, under any Environmental Law in effect as of the Commencement Date, Lessee's tenancy, occupancy and unrestricted use of such Leased Premises.

c. Lessor's representations and warranties contained in this Section shall survive the expiration of this Lease.

d. Lessee covenants and agrees that:

(1) Lessee will not use, generate, manufacture, produce, Release, store, transport to or from, discharge or dispose of on, under or about the Leased Premises any Hazardous Substance or allow any other person or entity to do so, except for limited quantities of products or materials used in connection with Lessee's operations, and provided that such materials are at all times handled and stored in accordance with all applicable Environmental Laws and good industrial practices, including containment arrangements where appropriate.

(2) Lessee shall obtain and keep in force, and at all times during the term of this Lease remain in compliance with, all required Environmental Permits, if any, relative to its use and occupancy of the Leased Premises.

(3) Lessee shall promptly provide Lessor with copies of any notices of Releases or violations which it either receives or is required to give under any Environmental Law.

e. Lessee's representations and warranties contained in this section shall survive and continue in force for the term of this Lease Agreement.

9. Environmental Indemnities

a. The parties agree and Lessor hereby covenants that, upon and after the Commencement Date, Lessor shall forever indemnify, assume, defend and hold Lessee, its officers, directors, employees, contractors, agents, successors and assigns ("Lessee Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, consequential damages, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Lease) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessee Indemnified Party resulting from or arising out of any of the following;

(1) Any material misrepresentation or inaccuracy in any representation or warranty in Section 8, above.

(2) Lessor's noncompliance with, or violation of, any obligations contained in Sections 5 and 8 above, including the provisions relating to site access, and/or of any Environmental Law with regard to the Leased Premises.

(3) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a Hazardous Substance, or other condition existing at the Leased Premises prior to or as of the Commencement Date or wastes or materials sent from the Leased Premises prior to or as of the Commencement Date, or wastes or materials sent from the Leased Premises by Lessor after the Commencement Date, even if such Environmental Claim is not known, discovered or asserted until after the Commencement Date and reasonably could not have been known, discovered or asserted until following the Commencement Date.

(4) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, prior to or as of the Commencement Date, even if such Release is not discovered until after the Commencement Date, including without limitation, any Release of a Hazardous Substance which occurred prior to, or as of, the Commencement Date and which continues after such date.

(5) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date except to the caused or contributed to by Lessee or Lessee's employees, agents, contractors, guests or invitees, or to the extent caused by an off-site source.

b. The parties agree and Lessee hereby covenants that, upon and after the Commencement Date, Lessee shall forever indemnify, assume, defend and hold Lessor, its officers, directors, employees, contractors, agents, successors and assigns ("Lessor Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, consequential damages, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessor Indemnified Party resulting from or arising out of any of the following:

(1) Lessee's noncompliance with, or violation of, any Environmental Law with regard to the Leased Premises.

(2) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a Hazardous Substance or other condition created by Lessee at the Leased Premises after the Commencement Date or wastes or materials sent from the Leased Premises by Lessee after the Commencement Date.

(3) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date to the extent caused or contributed to by Lessee or Lessee's employees, agents, contractors, guests or invitees.

c. Except as otherwise expressly provided above, the party seeking to enforce an indemnity obligation pursuant to this Section shall have the burden of demonstrating that such indemnity obligation rests with the other party.

10. Discharge of Liens

Lessee shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any liens of mechanics, laborer, material, men, chattel mortgages, or any other liens. Lessee shall, whenever and as often as any such liens are filed against all or any portion of the Leased Premises which purport to be for labor, material, or funds furnished or to be furnished to Lessee, discharge the same of record within ten (10) days after the date of filing by payment, bonding, or otherwise, as provided by law. Lessee shall, upon reasonable notice and request in writing from Lessor, defend for Lessor, at Lessee's expense, any action, suit, or proceeding which may be brought for the enforcement of any such lien and will pay any damages and discharge any judgments entered in such action, suit, or proceeding and save harmless Lessor from any liability, claim, or damages resulting there from. If Lessee fails to procure the discharge as aforesaid of any such lien, Lessor may, without further notice to Lessee, procure the discharge by bonding or payment or otherwise, and all costs and expenses to which Lessor may be put in obtaining such discharge shall be paid by Lessee as additional rent within ten (10) days after notice from Lessor of the amount due.

11. Taxes

The Lessee shall pay all taxes and assessments attributable to any improvement and/or personal property hereinafter placed or utilized on the Leased Premises.

12. Revisions and/or Terminations

Lessor may declare the Lease terminated if Lessee should default in the payment of any obligations under this Lease, or in the due performance of the covenants hereunder, and the default continues for a period of thirty (30) days after written notice is given by Lessor to Lessee. Further:

a. Failure to comply with any part of this lease may be considered cause for revision, suspension, or termination.

b. Revisions of this lease must be agreed to by Lessor and Lessee by an addendum signed by the authorized representatives of both parties.

c. If the Lessor finds it necessary to terminate the Lease prior to the Lease's expiration date for reasons other than non-performance by the Lessee, actual costs incurred by the Lessee to make site improvements to the property pursuant to section 4 of this agreement, shall be reimbursed to the Lessee by the Lessor. If the Lessor terminates the Lease under the terms of this section, the Lessee's monthly amortization of Prepaid Rent for the period from the Commencement Date until the date of termination shall be counted as credit towards the actual costs incurred by the Lessee. The Lessor shall reimburse the Lessee any remaining balance of actual costs incurred after deducting the Lessee's credit for monthly rental payments. If the Lessee terminates the Lease under the terms of this section, the Lessee voluntarily relinquishes any remaining unreimbursed monthly amortization of Prepaid Rent.

13. Upon Termination

Lessor agrees at the end of the Lease, all materials must be removed from the Leased Premises and the property returned to the condition which it was delivered by the Lessor. The Lessee further agrees that, upon termination of this Lease or any successive terms, the Lessee shall surrender quiet and peaceful possession of the Leased Premises in like good order as of the Commencement Date, natural wear and tear excepted, and loss or damage due to an act of God excepted.

14. Right of First Refusal

If, at any time during the Term of this Lease, including any renewal term, and for one (1) year thereafter, Lessor receives a bona fide offer from a third party for the purchase of the Leased Premises, or the larger parcel of property owned by Lessor of which the Leased Premises is a part of, which offer Lessor is willing to accept ("Third Party Offer"), Lessor shall give Lessee written notice thereof and send Lessee a copy of the Third Party Offer within five (5) business days of Lessor's receipt of the same. Lessee shall have the right, for fifteen (15) days after the receipt of such Third Party Offer, to exercise its option to purchase the Leased Premises, or the larger parcel of property owned by Lessor, upon the same terms and conditions of the Third Party Offer. If Lessee fails to exercise its option to purchase within such time period, Lessor shall be at liberty to enter into the Third Party Offer and upon the closing, all of Lessee's rights under this Section shall automatically terminate. Notwithstanding, in the event the Leased Premises is sold to a third party pursuant to the Third Party Offer or otherwise, such third party shall take ownership of the Leased Premises subject to this Lease.

15. Other Terms and Conditions

The Lessee covenants and agrees that it will, throughout the term of Lease, or any renewals or extensions thereof, be responsible for the payment of all utilities applicable to the operation of the Leased Premises by the Lessee, and the Lessee shall be responsible for the maintenance of all improvements on the Leased Premises.

16. Assignment/Subletting

This Lease and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Leased Premises or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

17. Arbitration After Failure of Negotiations

If any matter arises involving the performance or interpretation of this Lease which the parties are unable to settle by mutual agreement, and wherever this contract provides adjustments, changes or settlements by mutual agreement of the parties and the parties are unable to reach a mutually satisfactory agreement within a reasonable time, all such matters shall be settled and determined by a Board of Arbitration consisting of three members-one member to be named by each of the parties hereto and the third to be selected by the two so named. If the two arbitrators are unable to agree upon a third arbitrator within 10 days, then the third arbitrator shall be selected and named by the American Arbitration Association. If either party fails to name and select its arbitrator within ten days after the proposal of arbitration, such party shall be deemed to have designated its chief executive officer as its arbitrator. The arbitration proceedings shall otherwise be conducted in accordance with the prevailing rules and regulations of the American Arbitration Association, and the findings and conclusions of a majority of said Board of Arbitration shall be binding on both parties to this Lease.

18. Notices

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope in the United States postal system, addressed as designated below. Notice shall be deemed to have been duly given, if delivered personally, upon the date such notice was placed in the mail.

If to Lessor: Brown County Port and Solid Waste Department
Dean Haen, Port Manager
2561 S. Broadway Street
Green Bay, WI 54304

If to Lessee: Great Lakes Calcium Corporation
Dave Nelson, Chief Financial Officer
1450 Bylsby Avenue
P. O. Box 2236
Green Bay, WI 54306-2236

19. Binding Effect

The terms and covenants contained in this Lease (and in any exhibit annexed hereto) shall bind and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.

20. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

21. Severability

If any term, covenant, condition or provision of this Lease or the application thereof to any party or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**BROWN COUNTY PORT &
SOLID WASTE DEPARTMENT**

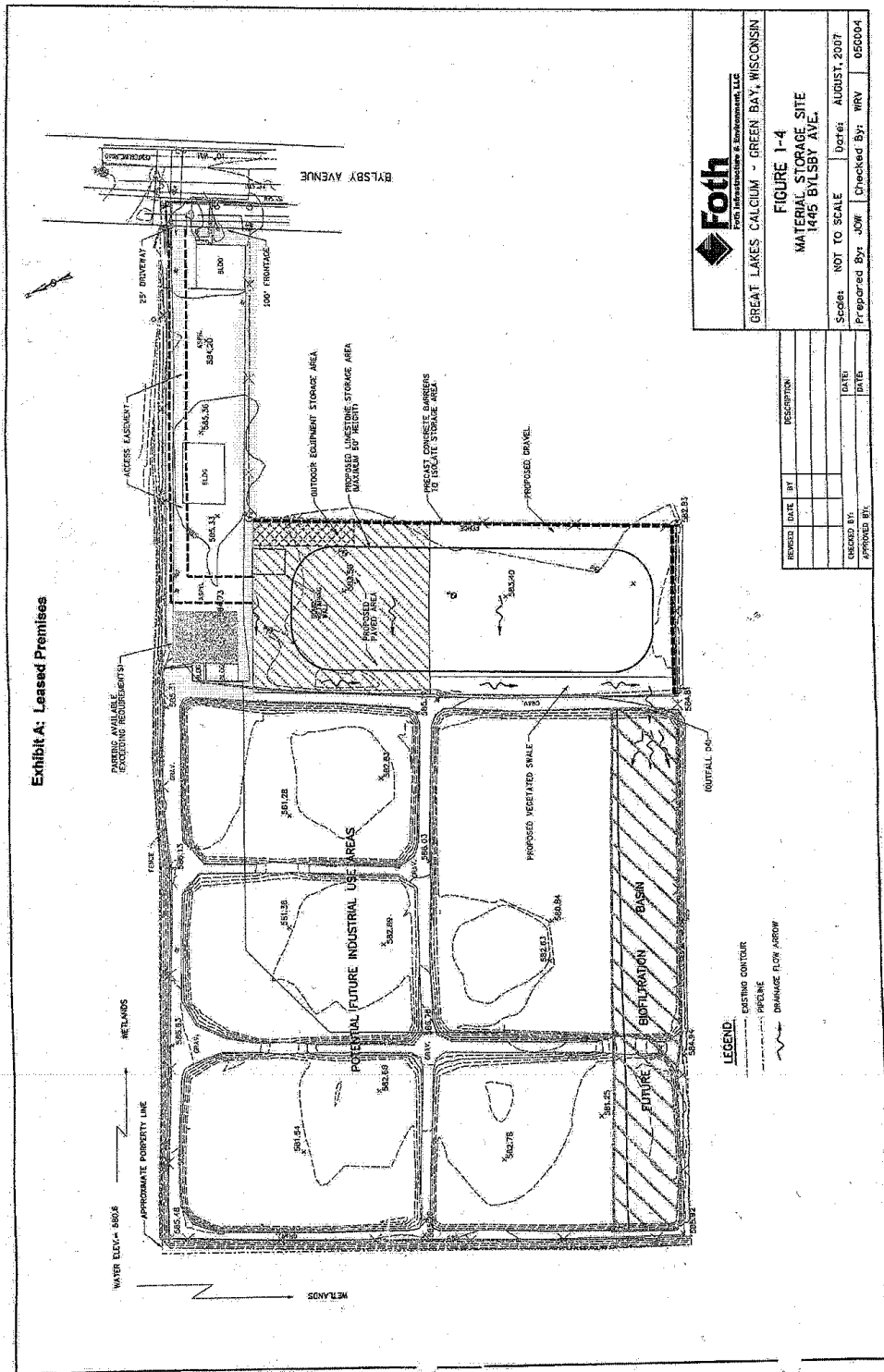
GREAT LAKES CALCIUM CORPORATION

By _____
Charles Larscheid, Director

By: _____
David J. Nelson, Chief Financial Officer

MAP ATTACHMENT TO RESOLUTION #9d
IS ON THE NEXT PAGE

Exhibit A: Leased Premises



GREAT LAKES CALCIUM - GREEN BAY, WISCONSIN
FOOT INFRASTRUCTURE & ENVIRONMENT, LLC

FIGURE 1-4
MATERIAL STORAGE SITE
1445 BYLSBY AVE.

Scale: NOT TO SCALE
 Prepared By: JOW
 Checked By: HRV
 Date: AUGUST, 2007
 Project: 05G004

REVISION	DATE	BY	DESCRIPTION

DESIGNED BY	DATE

APPROVED BY	DATE

LEGEND:
 - - - - - EXISTING CONTOUR
 ——— PIPELINE
 ——— DRAINAGE FLOW ARROW

No. 9e -- RESOLUTION REGARDING: AUTHORIZING COUNTY TRUNK HIGHWAY JURISDICTIONAL REVISIONS TO CTH "V"/FINGER ROAD, CITY OF GREEN BAY

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

Ladies and Gentlemen:

WHEREAS, Section 83.025 of the Wisconsin Statutes authorizes the County Board to make changes in the County Trunk Highway System if it deems that the public good is best served by doing so, and revisions to the Highway System can be made only with the consent of the Wisconsin Department of Transportation and approval of the governing body of the city, village or town in which the proposed change is located; and

WHEREAS, to encourage new development on the east side of Green Bay, accommodate existing and future traffic from business and residential growth, and for reasons of public safety, the City of Green Bay entered into a cooperative agreement with Brown County to equally cost-share the construction of a new 2-lane rural (4-lane divided future) East Mason Street, extension from Erie Road east to Finger Road; and

WHEREAS, construction of the new 0.82-mile East Mason Street extension will be completed in the Fall of 2011; and

WHEREAS, it is in the public's interest that CTH V be removed from East Mason Street to Finger Road and from Erie Road to the intersection of East Mason Street, and transferred onto the new 2-lane East Mason Street extension, from Erie Road east to the intersection of Finger Road; and

WHEREAS, it is in the public's interest that the City of Green Bay and Brown County exchange street maintenance jurisdiction in regards to the right-of-way's as contained in this resolution, and for the purposes of State Road Aid, the jurisdictional revisions be transferred, effective December 31, 2011.

NOW, THEREFORE, BE IT RESOLVED that the following streets be removed from the County Trunk Highway System, and transferred to the City of Green Bay, effective December 31, 2011.

1. CTH V / Erie Road, from East Mason Street to Finger Road – 0.15 miles
2. CTH V / Finger Road, from Erie Road east to the Cul de Sac – 0.62 miles
- 3.

BE IT FURTHER RESOLVED, that the following be removed from the Brown County Highway mileage certifications:

1. Obliteration of Finger Road from the end of the Cul de Sac east to the intersection of the East Mason Street extension – 0.10 miles

BE IT FURTHER RESOLVED, that the new 2-lane rural street, currently under construction, become a County Trunk Highway, effective December 31, 2011:

1. New East Mason Street, from Erie Road east to Finger Road – 0.78 miles

BE IT FURTHER RESOLVED, that upon adoption of this resolution, the County Clerk will submit two (2) copies to the Wisconsin Department of Transportation, Northeast Region, Green Bay, for approval, and that this resolution shall take effect on December 31, 2011, upon receipt of appropriate action by the City of Green Bay evidencing its concurrence with this resolution.

Respectfully Submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Final Draft Approved by Corporation Counsel
Authored by: Highway Department

Fiscal Note: This resolution does not require an appropriation from the General Fund. The transfer of roads between the two governments is approximately the same. The results are equal operationally and the Highway department does not anticipate an increase or decrease in the budget for maintenance.

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

Approved by: _____ \s\ Troy Streckenbach, County Executive _____ Date: 7/25/2011

No. 10 -- CLOSED SESSION PURSUANT TO WIS. STATS. 19.85(1)(E) FOR THE PURPOSE OF DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION (LABOR NEGOTIATIONS). No Closed Session

No. 11 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

No. 11a -- LATE COMMUNICATION FROM SUPERVISOR BUCKLEY RE: DISCONTINUE ALARM PERMITS AND FEES FOR BUSINESS AND RESIDENTIAL ALARM USERS. WE ARE PENALIZING THE PEOPLE THAT ARE TRYING TO BE PROACTIVE AGAINST BURGLARY.

Refer to Public Safety Committee.

No. 12 -- BILLS OVER \$5,000 FOR PERIOD ENDING JUNE 30, 2011.

A motion was made by Supervisor Fleck and seconded by Supervisor Clancy “to pay the bills for the period ending June 30, 2011”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 13 -- CLOSING ROLL CALL.

Present: De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, La Violette, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: Tumpach, Theisen

Total Present: 24 Total Excused: 2

No. 14 -- ADJOURNMENT TO WEDNESDAY, AUGUST 17, 2011 AT 7:00 P.M.,
LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET,
GREEN BAY, WISCONSIN.

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

Meeting adjourned at 8:50 p.m.

ls\ Darlene K. Marcelle
Brown County Clerk