

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
JUNE 18, 2003

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, June 18, 2003, at 7:00 p.m.**, at City Hall, 100 N. Jefferson Street, Green Bay, Wisconsin.

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

Call to order.

Invocation.

Pledge of Allegiance to the Flag.

Opening Roll Call:

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

Excused: Johnson

Total Present: 25 Total Excused: 1

No. 1 -- Adoption of agenda.

A motion was made by Supervisor Graves and seconded by Supervisor Lund to **“adopt the agenda.”** Vote taken. Motion carried unanimously with no abstentions.

No. 2 -- Approval of minutes of County Board Meeting of May 21, 2003.

A motion was made by Supervisor Antonneau and seconded by Supervisor Graves to **“approve the minutes.”**

Supervisor Daul asked for a correction in the minutes stating that she was present at the beginning of the May 21st meeting.

A motion was made by Supervisor Gower and seconded by Supervisor Miller to **“approve the minutes as amended.”** Vote taken. Motion carried unanimously with no abstentions.

No. 3 -- Announcements by Supervisors.

Supervisor Evans congratulated Jacob J. McDonald on receiving the Eagle Scouts Award with Troop 1165, Bay Lakes Council, Boy Scouts of America.

Supervisor VanderLeest encouraged everyone to attend the “Welcome Home the Troops Celebration” this coming Sunday, June 22, 2003. The event begins at noon until 3 p.m. He said this is an opportunity for our citizens to show their appreciation to the troops.

No. 4 -- **Communications.** None.

No. 5 -- **Late Communications.**

No. 5a -- **From Supervisor Marquardt regarding: making the County Board aware that she was on the Interview Panel for the position of Corporation Counsel and therefore feels it would be a disservice to the other participating members of the Interview Panel and the applicants to vote on this appointment. Therefore, she requests to be excused from voting and recorded as such, when agenda item #6a is addressed tonight.**

Informational communication only. No Action.

No. 5b -- **From Supervisor Rich Schadewald regarding: the absence of many of our county department heads at the monthly County Board proceedings. Department Heads have provided valuable information to me on many votes through the years. He urges the Executive Committee to encourage department heads to attend the monthly County Board meetings.**

Refer to Executive Committee.

No. 5c -- **From Supervisor Pat Collins regarding: request the elimination of Assistant Corporation Counsel position and transfer those funds to Internal Auditor in County Board Office. This is necessary in order to meet the 10% cut goal in the Corporation Counsel's office and the County Board office, which would allow other accounts in those said offices to remain the same.**

Refer to Executive Committee.

No. 5d -- **From Supervisor Pat Collins regarding: due to the conflicting reports of whether out-of-county patients at our MHC are an expense or pay their own way, I am asking that a review by an independent auditor be done to settle this issue so we can move forward with a Mental Health Center plan.**

Refer to Administration Committee.

No. 5e -- **From Supervisor Pat Collins regarding: County subsidies of State Government Operations being eliminated such as:**

- 1) **The Courts are State Institutions that County Government provides services and personnel to. The elimination of County provided staff and other funding should be considered.**
- 2) **Brown County can no longer subsidize the State Parole System or any other State use of our jail. If necessary, our jail should be scaled back in order to accommodate only inmates necessary for our own purposes; or we should be compensated for the full cost of subsidizing the State.**
- 3) **Security of the Courthouse should be turned over to a Private Security Company, as we do with the Airport. The use of these highly trained and expensive officers should be for the taxpayers of Brown**

County; we should use them on the road or, if needed, cut back their numbers.

- 4) **Any other use of county taxes where County government subsidizes the State.**

Refer to Public Safety Committee.

No. 5f -- From Supervisor Collins regarding: request referral to appropriate committee for thank you proclamation to be drafted thanking Bob Wilmet for his years of valued service as a member of the Ethics Board and Metro Police Services Subcommittee and other committees and boards he has served on over the past years.

Refer to Ethics Board, Metro Police Services Subcommittee and Executive Committee.

No. 5g -- From Supervisor Andy Nicholson regarding:

- 1) **That the Brown County Planning Department study the disproportionate allotment of section 8 (housing allowance) within the City of Green Bay.**
- 2) **That the Planning Department make a recommendation about the advisability of legislatively adopting the mandates of NAACP vs. Mt. Laurel (NJ) to require each municipality to accept its share of low income housing.**
- 3) **That the Green Bay Brown County Planning Department study the distribution and geographic allocation of halfway houses, homeless shelters, battered women's shelters, probationers, released sex offenders, etc. in the Brown County, Wisconsin area.**
- 4) **That the respective departments report back to their governing entities within 90 days of initial action.**

Refer to Planning, Development and Transportation Committee.

No. 5h -- From Supervisor Steve Fewell regarding: request the Executive Committee review having the Brown County Board Secretary in attendance at future County Board meetings.

Refer to Executive Committee.

No. 6 -- Appointments by County Executive.

No. 6a -- Confirmation of appointment of John Jacques as Corporation Counsel.

A motion **“to approve”** was made by Supervisor Haefs and seconded by Supervisor Miller. Chairman Simons directed the County Board members to prepare to vote. Supervisor Schadewald asked Chairman Simons if he could ask some questions. Chairman Simons responded saying these appointments are non-debatable.

As a point of order, Supervisor Collins asked this question of Chairman Simons. **“Is it to be in the future that all appointments to any committees or boards are non-debatable of the person who is being appointed?”** Chairman Simons said, “We have not debated appointments in the past.” At this point, Chairman Simons deferred this question to acting Corporation Counsel

John Jacques. Mr. Jacques responded saying the decision is up to the County Board Chair; however, any supervisor could challenge the Chair. Mr. Jacques added that a majority vote would determine the direction the County Board would take towards debate.

A motion was made by Supervisor Schadewald to **“challenge Chairman Simons’ decision of no debate.”** Vote taken. Chairman Simons explained a “yes” vote would support the Chair’s position that no discussion will be held and that the appointment is non-debatable. Supervisor Marquardt requested to be excused from voting on this item. Roll call #6a(1):

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

Nays: Haefs, Hansen, Vanden Plas, Kuehn, Collins, Fleck, Clancy, Watermolen, Schadewald, Fewell

Excused: Johnson

Excused from voting: Marquardt

Total Ayes: 14 Total Nays: 10 Excused: 1 Excused from Voting: 1

Motion to deny debate carried..

Return to original motion to approve John Jacques as Corporation Counsel. Roll Call #6a(2):

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

Nays: Vanden Plas, Collins

Abstain: Fleck, Clancy, Schadewald, and Fewell

Excused: Johnson

Excused from Voting: Marquardt

Total Ayes: 18 Total Nays: 2 Abstain: 4 Excused: 1 Excused from Voting: 1

Motion carried.

No. 7a -- Report by County Executive.

County Executive Carol Kelso commended the County Board on approving her appointment of John Jacques as Corporation Counsel for Brown County. Executive Kelso said John Jacques is a faithful and hardworking employee, who interprets the law without prejudice. Executive Kelso reported she’s completed meetings with over 20 department heads. She has asked all department heads to compile known or possible cuts. She spoke on County bonding and explained that we have not received the numbers yet from Madison on how bonding will be allowed. She added we are proceeding as scheduled with our annual bonding.

The Executive applauded the professional work of the Blue Ribbon Committee. She explained many hours have been invested reviewing MHC clients, our funding sources, and revenue streams.

Executive Kelso reported she put out a press release a few weeks ago asking for volunteers to serve on various County Committees. She expressed how lucky we are to have received approximately 36 volunteers to date.

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

No. 8 -- Other Reports.

No. 8a -- BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF JANUARY

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 JANUARY 31, 2003

Associated Bank	\$ 9,639,501.56
Wisconsin Development Fund	(26,840.23)
Sweep Account (Repurchase Agreements)	0.00
Deposits in Transit	1,212,974.13
Emergency Fund	(134,594.08)
Non-sufficient Fund Checks Redeposited	5,426.54
PBA Sweep Account	(203,544.36)
Deposit Adjustment	0.00
Bank Error(s)	0.00
Total	<u>10,492,923.56</u>
Less Outstanding Checks	(5,017,010.46)
Other Reconcilable Items	0.00
Balance Per Cash Book	\$ <u>5,475,913.10</u>

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 JANUARY 31, 2003:

Year-to-Date Interest Received – Prior Month	0.00
Interest Received – Current Month	<u>175,079.56</u>
Year-to-Date Interest Received on Unrestricted Funds	\$ <u>175,079.56</u>
Working Capital Reserves Invested	104,778,820.33
Restricted Investments	<u>14,602,726.53</u>
Total Funds Invested	\$ <u>9,381,546.86</u>

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 JANUARY 31, 2003 and the statement of Investments for the month of JANUARY have been compared and examined, and found to be correct.

 /s\ Kerry M. Blaney
County Treasurer

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

Approved by: /s\ Carol Kelso, County Executive Date: 6/30/2003

No. 9 -- Standing Committee Reports.

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF JUNE 5, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on June 5, 2003, and recommends the following motions:

1. Resignation of Chair for Administration Committee. Accept resignation of Mary Marquardt.
2. Election of Chair. Jane Hansen voted in as Chair.
3. Election of Vice Chair. (No election. Rick Schadewald remained as Vice Chair.)
4. Review minutes of:
 - a. Facilities Master Plan Committee (4/24/03 & 5/8/03).
Receive and place on file.
5. Request for Budget Transfer: Interdepartmental Transfer (including contingency or general fund transfers): Request to transfer \$37,088.84 from the general fund to the Brown County Fair Special Revenue Account. (Referred from Education & Recreation Committee.) Receive and place on file.
6. Bid Recording from Education and Recreation Committee with Motion: Accept lowest bid and instruct Director of Administration, Brendan Bruss, to set up an account to borrow this against admission funding for the next three years. (Referred from Education and Recreation Committee.) INFORMATION ONLY. Receive and place on file.
7. ** Request for Budget Transfer (#03-39): Interdepartmental transfer (including contingency or general fund transfers): request to transfer \$30,029.00 from the general fund to the Museum capital outlay account for the purchase of a new marquee sign. (Referred from Education & Recreation Committee of May 29, 2003.) Approve. Ayes: 4 (Hansen, Schadewald, Graves, Miller); Nays: 1 (Marquardt). Motion Carried.
** ITEM #7 WAS DEFEATED BY THE COUNTY BOARD ON 6/18/2003.

8. Memorandum of Understanding for Budget Transfer #03-39: Memorandum of Understanding for the Museum to repay \$30,029 over the next three years from Museum revenues. Approve. Ayes: 3 (Miller, Graves, Hansen); Nays: 1 (Schadewald); Abstain: 1 (Marquardt). Motion Carried. See Memorandum of Understanding #9a(i) June County Board.
9. Communication from Supervisor Pat Collins regarding: Reorganization of the County Departments of Executive, Administration and Board. (Referred from May County Board.) Refer to Executive Committee.
10. Corporation Counsel – Follow up on Request for Opinions – Procedures of Brown County Board of Supervisors. (From previous meeting.) Receive and place on file.

11. Treasurer – Treasurer financial report for the month of January 2003. Receive and place on file.
12. Treasurer – Request by Park Department to purchase tax deed property parcel #W-668. Approve.
13. Treasurer – Request by Park Department to purchase tax deed property parcel #16-1-1. Approve.
14. Human Resources – Human Resources Monthly Committee Report (May 27, 2003). Receive and place on file.
15. Department of Administration – Monthly Activities Report (April 21 through May 23, 2003). Receive and place on file.
16. Department of Administration – 2003 Budget Transfer Log. Receive and place on file.
17. Discussion of July meeting (falls on July 3, 2003). (Thursday, June 26, 2003 at 5:00 p.m.)
18. Communication from Supervisor Collins regarding: Review of alleged security breach in the County Executive Office. No action.
19. Audit of Bills. (Bills were audited.)

A motion was made by Supervisor Haefs and seconded by Supervisor Marquardt **“to adopt except for items #7, #8 and #9.”**

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

#7 -- Request for Budget Transfer (#03-39): Interdepartmental transfer (including contingency or general fund transfers): request to transfer \$30,029.00 from the general fund to the Museum capital outlay account for the purchase of a new marquee sign. (Referred from Education and Recreation Committee of May 29, 2003.) Committee Action: Approve: Ayes: 4 (Hansen, Schadewald, Graves, Miller); Nays: 1 (Marquardt). Motion Carried.

A motion was made by Supervisor Kuehn and seconded by Supervisor Vander Leest **“to approve item #7.”**

Supervisor Marquardt said this item is also related to #5 of the Education and Recreation Committee Report, which relates to the bid acceptance. This item, #7, provides the funding for that bid. Supervisor Marquardt stated we must do better motion making at the Administration Committee. She added that because of the way this is written on both Administration and Education and Recreation Committees, she will be voting “no” on item #7.

Vote taken on item #7. Roll Call #9a(1):

Ayes: Antonneau, Hansen, Kaye, Vander Leest, Kuehn, Van Deurzen, Fleck, Clancy, Watermolen, Schadewald, Lund, Fewell

Nays: Graves, Nicholson, Gower, Miller, Haefs, Zima, Evans, Vanden Plas, Collins, Marquardt, Daul, Moynihan, and Simons

Total Ayes: 12 Total Nays: 1 Excused: 1

Motion to approve #7 agenda item of 9a is defeated.

#8 -- Memorandum of Understanding for Budget Transfer #03-39: Memorandum of Understanding for the Museum to repay \$30,029 over the next three years from Museum revenues. Committee Action: Approve. Ayes: 3 (Miller, Graves, Hansen); Nays: 1 (Schadewald); Abstain: 1 (Marquardt). Motion Carried. See Memorandum of Understanding #9a(i) June County Board.

A motion was made by Supervisor Miller and seconded by Supervisor Nicholson “**to receive and place on file.**” Voice vote taken. Motion carried unanimously with no abstentions. This is agenda item #9a(i) Memorandum of Understanding.

#9 -- Communication from Supervisor Pat Collins regarding: Reorganization of the County Departments of Executive, Administration and Board. (Referred from May County Board.) Committee Action: Refer to Executive Committee.

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

Approved by: \s\ Carol Kelso, County Executive Date: 6/30/2003

No. 9a(i) -- MEMORANDUM OF UNDERSTANDING PURSUANT TO BUDGET TRANSFER #03-39, JUNE 3, 2003

The Chair’s ruling was that this item, #9a(i), was disposed of by the vote on #9a Item #7, which defeated the motion to transfer \$30,029.00 from the General Fund to Museum Capital Outlay account.

No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF MAY 29, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION AND RECREATION COMMITTEE met in regular session on May 29, 2003, and recommends the following motions:

1. Review minutes of:
 - a) Museum Subcommittee (4/22/03).
 - b) Neville Public Museum Governing Board (4/29/03).Receive and place on file.
2. Arena/Expo Centre – Attendance Report (April 2003). Receive and place on file.
3. Arena/Expo Centre – Director’s Report. Receive and place on file.
4. Museum – Museum Visitor Count (April 2003). Receive and place on file.

5. ** Museum – Bids regarding: Museum Reader Board (see attached). Accept the lowest bid and instruct Director of Administration, Brendan Bruss, to set up an account to borrow this against admission funding for the next three years.
- ** ITEM #5 REFERRED BACK TO EDUCATION AND RECREATION COMMITTEE AS PER THE COUNTY BOARD ON 6/18/03.
6. Museum – Director’s report. Receive and place on file.
7. Library – Sale of De Pere Library, 380 Main Avenue (see attached). Approve bid.
8. Library – Director’s report. Receive and place on file.
9. Golf Course – Golf Report (5/7/03). Receive and place on file.
10. Golf Course – Request from Jane Lincoln, President, Ladies League, for reduced league reservation fee. Deny the request for the Ladies League reduced reservation fee. Ayes: 4 (Vander Leest, Kuehn, Antonneau, Van Deurzen); Nays: 1 (Johnson). Motion Carried.
11. Golf Course – Request from Jim Montgomery regarding: Request for consideration of donating rounds of golf for charitable organizations. Deny request.
12. Golf Course – Superintendent’s report. Receive and place on file.
13. Parks – Request by Julie Phillips to vend beverages on the Fox River Trail. Deny request and have the Park Director come back in the fall with other ideas and data. Ayes: (Vander Leest, Johnson, Kuehn, Antonneau; Nays: 1 (Van Deurzen). Motion Carried.
14. Parks – Request by Craig Hussin to vend beverages on the Fox River Trail. Deny request. Ayes: 4 (Vander Leest, Johnson, Kuehn, Antonneau); Nays: 1 (Van Deurzen). Motion Carried.
15. Parks – Approve acceptance of foreclosed properties for park purposes in the Town of Wrightstown Parcel W-7668 and City of Green Bay Parcel 16-1-1. Approve.
16. Parks – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: \$1,300 donation by the NEW Ladies Whitetails for the purchase of a portable animal viewer at Zoo. Approve.
17. Parks – Request for waiver of fees for use of shelter and grounds at Pamperin Park – Howard – Suamico Optimists 30-Year anniversary. Approve.
18. Parks – Request by David Oshefsky for alternative rate for use of Fairgrounds for Halloween event. Approve and have the non-profit information forwarded to Mike McFarlane.
19. Parks – Request by Town of Green Bay for written comment on proposed Community Corrections Center. Work with Corporation Counsel and draft a letter of opposition to be sent to the Full County Board.
20. Parks – Communication from Supervisor Vanden Plas regarding: Whether to allow a Halfway House located at the Alpine Country House located across from Bay Shore Park to house Federal Prisoners. (Referred from May County Board.) (Discussed with #19 above.)
21. Parks – Discussion on construction costs for soccer fields at the Fairgrounds. Have this remain on the table and bring back every month to follow up on discussions.
22. Parks – Report on Triangle Hill Expense agreement and intergovernmental agreement. Receive and place on file.
23. Parks – Review Park Department proposed capital improvement projects. Receive and place on file.

- 24. Parks – Director’s report. Receive and place on file.
- 25. Audit of bills. Pay the bills.
- 26. **Closed Session** pursuant to Sec. 1985 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business since competitive and bargaining reasons required a closed session-deliberating lease of County property.
 - a) Enter into closed session.
- 27. Return to Open Session: Discussion and possible approval of lease of county property on Packer Drive to the Green Bay Packers Corporation.
 - a) Return to regular order of business.
 - b) Action taken: Unanimously approved the term sheet of the Packers’ proposal for Nitschke Field with details and legals worked out between Corporation Counsel, John Jacques and Packers’ Attorney, Jason Wied.

See Resolutions, Ordinances June County Board.

Attachment to Item #5

BID RECORDING

PROJECT: MUSEUM SIGN – PROJECT #1052
 DATE: MAY 21, 2003 AT 11:00

CONTRACTOR	COST
Orde	\$30,029.00
Reinhold	\$34,983.00
Creative Sign	\$30,500.00
Colortech	\$35,427.00
Jones Sign	\$35,381.00
United Way	\$31,595.00

Attachment to Item #7

TO COMMITTEE: Review by Education and Recreation Committee, May 29, 2003 and by the County Board on June 30, 2003.

OFFER TO PURCHASE

PROJECT: SALE OF DE PERE BRANCH LIBRARY – PROJECT #1046
 DATE: MAY 19, 2003 AT 3:00 P.M.

BUYER/PURCHASER	OFFER/PRICE
Thomas J. Juza Custom Home & Design, Inc.	\$389,000.00
Smet Construction Service	\$221,000.00
Direct Development, Inc.	\$261,510.00

A motion was made by Supervisor Kuehn and seconded by Supervisor Daul **“to adopt.”** Supervisor Marquardt requested item #5 be voted on separately. The voice vote on remainder of the report passed unanimously with no abstentions.

#5 -- Museum – Bids regarding: Museum Reader Board. Committee Action: Accept the lowest bid and instruct Director of Administration, Brendan Bruss, to set up an account to borrow this against admission funding for the next three years.

A motion was made by Supervisor Haefs and seconded by Supervisor Marquardt **“to adopt.”** Discussion followed. Supervisor Kuehn asked for clarification as to the bid’s direction. He added we accepted the lowest bid for the Museum’s Reader Board but the County Board does not want to fund it. He explained his disappointment because of all the work done by the sub-committee and he finds the lack of support for the Museum to be offensive.

Supervisor Van Deurzen asked if we pass this and accept the lowest bid, does that mean we would owe the money? Chairman Simons responded to transfer the money for this item, a two-thirds vote of the County Board is required. Unless the funding is approved, no contract is awarded. Supervisor Zima made a motion **“to receive and place on file agenda item 9b #5;”** Supervisor Evans seconded it.

Under discussion, Supervisor Gower expressed that he agreed with Supervisor Zima’s motion since #7 was already defeated. Supervisor Miller expressed he felt an admission fee to the Museum should precede the expenditure of any more monies for the Museum.

Supervisor Haefs said we must not receive and place on file because it isn’t fair to bidders; adding we either want the Reader Board or we don’t. He stated he feels the proper motion would be to reject all bids. Supervisor Marquardt asked the Director of Administration, Brendan Bruss, if the County Board receives this and places on file, if the bidders would be notified that all bids were rejected? Mr. Bruss responded that he would direct the Purchasing Department to notify the bidders that no contract would be awarded because no funding was allocated. Supervisor Lund made a motion, seconded by Supervisor Fewell, **“to refer this item back to committee.”**

Vote taken. Roll Call #9b(1):

Ayes: Antonneau, Graves, Nicholson, Gower, Miller, Hansen, Kaye, Zima, Evans, Vander Leest, Vanden Plas, Kuehn, Collins, Van Deurzen, Fleck, Clancy, Watermolen, Schadewald, Simons, Lund, Fewell

Nays: Haefs, Marquardt, Daul, Moynihan

Excused: Johnson

Total Ayes: 21 Total Nays: 4 Excused: 1

Motion carried to refer item #5 back to committee.

Approved by: \s\ Carol Kelso, County Executive Date: 6/30/2003

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF JUNE 9, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on June 9, 2003 and recommends the following motions:

1. Review minutes of:
 - a) Diversity Affairs Council (5/6/03). Receive and place on file.

2. County Executive report. No action.
 3. Communication from Supervisor Rick Schadewald regarding: Review each budget cut (over \$10,000) to determine the impact on Brown County Government Services. (Referred from May County Board.) Receive and place on file.
 4. Communication from Supervisor Rick Schadewald regarding: Begin process of formulating a County Budget request for 2004 at 90% of the amount budgeted for 2003. (Referred from May County Board.) Receive and place on file.
 5. Communication from Supervisor Rick Schadewald regarding: Ask the County Executive for a preliminary County Executive Budget request for 2004 at 90% of 2003. (Referred from May County Board.) Receive and place on file.
 6. ** Follow up on the position description of Internal Auditor. (Brendan Bruss, Department of Administration & Debbie Klarkowski, Human Resources.) (*Motion: Contract out those two items and wait until November to fill the Internal Auditor position. Ayes: 3 (Marquardt, Daul, Antonneau); Nays: 2 (Simons, Moynihan); Excused: 2 (Fewell, Kaye). Motion Carried.*) Referred back to Executive Committee from May County Board. Put together a subcommittee made up of Supervisors, Brendan Bruss, and a representative from Human Resources to put the items discussed in a job description and proceed to advertise for that position so that we can move forward when the job description is done. Ayes: 6(Simons, Fewell, Antonneau, Kaye, Hansen, Daul); Nays: 1 (Moynihan). Motion Carried.
- ** DELETED THE ABOVE INFORMATION AND ADD THE FOLLOWING: ***“the county move forward to advertise and fill the position of Internal Auditor.” This was done as per the County Board on June 18, 2003.***
8. Request of the County Board Chair for an update on the declaratory judgment on the time the Executive has to veto a board decision. (From August 21, 2002 County Board Meeting.) Receive and place on file.
 9. Resolution regarding: Creating an Additional Grant-Funded Position in the Health Department Table of Organization. (Referred from Human Services Committee.) Committee approved. See Resolutions, Ordinances June County Board.
 10. Resolution regarding: Authority to Execute a 2002-2003 Labor Agreement with the Brown County Public Health Nurses. Committee approved. Ayes: 6 (Simons, Fewell, Antonneau, Moynihan, Kaye, Daul); Abstain: 1 (Hansen – abstained on the cell phone portion of the contract.) Motion Carried. See Resolutions, Ordinances June County Board.
 11. Resolution regarding: Authority to Execute a 2002-2003 Labor Agreement with the Brown County Library Professional Employees. Committee approved. See Resolutions, Ordinances June County Board.
 12. Resolution regarding: Authority to Execute a 2002-2003 Labor Agreement with the Brown County Public Mental Health Center Registered Nurses. Committee approved. See Resolutions, Ordinances June County Board.
 13. Resolution regarding: Authority to Execute a 2002-2003 Labor Agreement with the Brown County Library Para Professional Employees. Committee approved. See Resolutions, Ordinances June County Board.

Ayes: Antonneau, Graves, Nicholson, Gower, Miller, Haefs, Kaye, Zima, Evans, Vander Leest, Kuehn, Collins, Van Deurzen, Fleck, Moynihan, Watermolen, Simons, Lund, Fewell
Nays: Hansen, Marquardt, Vanden Plas, Daul, Clancy, Schadewald
Excused: Johnson
Total Ayes: 19 Total Nays: 6 Excused: 1
Motion carried to amend item #6.

Item #7 -- Communication from Supervisor Pat Collins regarding: Review of alleged security breach in the County Executive Office. Committee Action: Receive and place on file.

A motion was made by Supervisor Collins and seconded by Supervisor Vanden Plas **“to adopt.”** Supervisor Collins explained this was brought up at the Executive Committee because this \$3,000 pertains to Corporation Counsel. He went on to say it was billed as “services rendered” and the Parent Committee didn’t recognize the bill as anything outside of a normal expense. Supervisor Collins expressed, in his opinion, the department head should have brought this bill to the attention of the committee.

After much discussion, a motion was made by Supervisor Zima and seconded by Supervisor Evans **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: /s/ Carol Kelso, County Executive Date: 6/30/2003

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF MAY 28, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on May 28, 2003 and recommends the following motions:

1. Review minutes of:
 - a) Human Services Board (4/10/03 and 5/1/03).
 - b) Handicapped Children’s Education Board (4/9/03).
 - c) Aging Resource Center Board Meeting (4/25/03).
 - d) Aging Resource Center Personnel and Policy Committee (5/31/03).
 - e) Community Options Program Appeals Committee (4/28/03).
 - f) Homeless Issues and Affordable Housing (4/15/03).
 - g) Aging Resource Center – Personnel and Policy Committee (5/6/03).Approve items a-g.
2. CP Center report (Ted Phernetton). No Action.
3. The appointment of Janis Kohlenberg to Human Services Board. (Tabled from March 26, 2003 meeting.) (Deleted from agenda.)

4. Homeless Issues and Affordable Housing – Homeless shelters in Brown County. No action.
5. Homeless Issues and Affordable Housing – Funding with regard to rental vouchers. Receive and place on file.
6. Communication from Supervisor Rob Miller regarding: For Human Services Committee determine the savings realized by not building \$39 million Mental Health Center facility. (Referred from April County Board.) Refer the communication and all information to the Blue Ribbon Panel.
7. Response to Supervisor Rob Miller’s request (#11). Refer the communication and all information to the Blue Ribbon Panel.
8. Communication from Supervisor Rick Schadewald regarding: For an audit on increased costs for delay in building new Mental Health Center. (Referred from April County Board.) Refer the communication and all information to the Blue Ribbon Panel.
9. Response to Supervisor Rick Schadewald’s request (#13). Refer communication and all information to the Blue Ribbon Panel.
10. Communication from Supervisor Patrick M. Evans regarding: Establishing a specific, stand-alone account for the additional per diem fee collected from out-of-county residents/patients at the Mental Health Center. (Referred from April County Board.) Hold for 60 days until after a report is received from the Blue Ribbon Panel in August.
11. Communication from Supervisor Patrick M. Evans regarding: Establishing minimum usage contracts with the counties who utilize the Mental Health Center. (Referred from April County Board.) Send the communication to Human Services and the Corporation Counsel for analysis and an opinion in August.
12. Health Department – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Grant to provide technical assistance to childcares for Immunization Survey. Approve.
13. Health Department – Resolution regarding: Change in Table of Organization: Increase in grant-funded Health Aide for Immunization Program, services to childcares. (Referred to Executive Committee.) Committee approved. See Resolutions, Ordinances June County Board.
14. Health Department – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: Beach Monitoring Grant. Approve.
15. Health Department – Director’s Report. Accept report.
16. Audit of bills. (Bills paid by unanimous consent.)

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

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

Date: 6/30/2003

No. 9e -- **REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION
COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF
JUNE 18, 2003**

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE met in regular session on June 12, 2003, and recommends the following motions:

Land Conservation Subcommittee

1. Communication from Supervisor Antonneau regarding: Asking the Extension Office and Land Conservation departments to notify supervisors prior to planning any projects in their districts. (Referred from May County Board.)
2. Land Conservation Department Program/budget Review.
3. Request for Budget Transfer: Increase in expenditures with Offsetting Increase in Revenue: Donations received to hire Summer Intern in Land Conservation Department.
4. Livestock Compensation program letter from Supervisor Merlin Vanden Plas (to be distributed at meeting.)
5. Director's report.

Planning, Development and Transportation Committee

1. Review minutes of:
 - a) Planning Commission Board of Directors (5/7/03).
 - b) Land Information Office Committee (3/19/03 and 5/21/03).
2. Communication from Supervisor Zima regarding: Contract for the Brown County Revolving Loan Fund be rescinded and put out for competitive bids. (Referred from May County Board.)
3. Response to Communication from Supervisor Zima (#6 above).
4. Communication from Supervisor Antonneau regarding: Asking Extension Office and Land Conservation Departments to notify Supervisors prior to planning any projects in their districts. (Referred from May County Board.)
5. Land Information Office – Communication from Land Information Office (LIO) Committee recommendation that Planning, Development and Transportation form a Task Force to analyze the cost benefits associated with the Survey and Land Conservation Departments.
6. Airport – Bids for asbestos removal. (To be distributed at meeting.)
7. Airport – Director's report.
8. Port and Solid Waste – Update of transfer station in Village of Hobart.
9. Port and Solid Waste – Report of Tri-County Waste Agreement.
10. Survey – Director's report.

11. UW-Extension – Owner’s Claim for Damages to Animals (Jack Wegner, 6432 Shady Lane, Town of New Denmark).
12. UW-Extension – Owner’s Claim for Damages to Animals (Basil Cherney, 6451 Shady Lane, Town of New Denmark).
13. UW-Extension – Approve a \$5,000 donation from Grace Presbyterian Church to be used for the 4-H Program.
14. UW-Extension – Director’s report.
15. UW-Extension – Update on the Brown County Fair as it relates programmatically with UW-Extension.
16. Highway – Report on traffic signal lights at Hazelwood and Packerland Drive. (From previous meeting.)
17. Highway – Resolution regarding: Authorizing a jurisdictional Transfer of STH 57, from CTH “P” to County Line Road, to the County Trunk Highway System.
18. Highway – Resolution regarding: Authorizing Jurisdictional Revisions to CTH “P”, as a result of the STH 57 reconstruction.
19. Highway – Commissioner’s report.
20. Audit of bills.

A motion was made by Supervisor Haefs and seconded by Supervisor Vanden Plas “to adopt.” Vote taken. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Carol Kelso, County Executive Date: 6/30/2003

No. 9f -- REPORT OF “SPECIAL” PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND PLANNING COMMISSION BOARD OF DIRECTORS ON MAY 28, 2003

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE met in “*special joint session*” with PLANNING COMMISSION BOARD OF DIRECTORS on May 28, 2003, and recommends the following motions:

1. Introduction of those in attendance. No action.
2. Discussion and action regarding alternative proposals to achieve the 10 percent budget cut target for the Brown County Planning Commission. Accept and place on file the memorandum with discussion regarding alternative proposals to achieve the 10 percent budget cut target for the Brown County Planning Commission.

Resolutions (see attached):

- a) **Brown County Planning Commission:** Resolution regarding the Brown County Planning Commission recommending adoption of the resolution for Brown

County to withdraw from the jurisdiction of the Bay-Lake Regional Planning Commission in 2004 subject to Wisconsin State Statute 66.0309(16).

To not pass the resolution regarding the Brown County Planning Commission recommending adoption of the resolution for Brown County to withdraw from the jurisdiction of the Bay-Lake Regional Planning Commission in 2004, subject to Wisconsin State Statute 66.0309(16).

- b) **Planning, Development and Transportation Committee:** Resolution of withdrawal by Brown County from the Bay-Lake Regional Planning Commission.
1. Refer alternative proposals to achieve 10 percent budget cuts back to staff for a future budgetary hearing.
 2. To continue the cooperative partnership with Bay-Lake Regional Planning for the year 2004.

Attachment Resolution for A

RESOLUTION NO. 2003 - _____

RESOLUTION REGARDING THE BROWN COUNTY PLANNING COMMISSION RECOMMENDING ADOPTION OF THE RESOLUTION FOR BROWN COUNTY TO WITHDRAW FROM THE JURISDICTION OF THE BAY-LAKE REGIONAL PLANNING COMMISSION IN 2004, SUBJECT TO WISCONSIN STATE STATUTE 66.0309(16).

WHEREAS, the Bay-Lake Regional Planning Commission was created in 1972 under former sec. 66.945, stats, now sec. 66.0309, stats, as the official area wide planning agency for Northeastern Wisconsin; and

WHEREAS, Brown County, in addition to seven other counties in Northeastern Wisconsin, adopted resolutions in support of the creation of and participation in the Bay-Lake Regional Planning Commission; and

WHEREAS, Wisconsin counties are facing budgetary challenges; and

WHEREAS, the withdrawal of Brown County from the Bay-Lake Regional Planning Commission would result in a savings to Brown County of approximately \$97,000 of budget and service charges in the 2004 budget; and

WHEREAS, as stated in sec. 66.0309(16), stats, Brown County may withdraw from the Bay-Lake Regional Planning Commission at the end of the fiscal year on December 31, 2003, by a two-thirds vote of the Brown County Board of Supervisors at least six months before the effective date of withdrawal.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Planning Commission Board of Directors recommends that the Brown County Board of Supervisors adopt a resolution

prior to June 30, 2003, for Brown County to withdraw from the jurisdiction of the Bay-Lake Regional Planning Commission in 2004, subject to sec. 66.0309(16), stats.

BROWN COUNTY PLANNING COMMISSION

David Mau, President

APPROVED: _____

ATTEST: _____

Chuck Lamine, Secretary

Attachment Resolution for B

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

Ladies and Gentlemen:

RESOLUTION OF WITHDRAWAL BY BROWN COUNTY FROM THE
BAY-LAKE REGIONAL PLANNING COMMISSION

WHEREAS, Brown County has been a member of the Bay-Lake Regional Planning Commission and is assessed a participation fee of \$97,000 for such participation, which is determined by valuation of Brown County, and continues to escalate; and

WHEREAS, the Brown County Board of Supervisors has determined that Brown County should withdraw from the Bay-Lake Regional Planning Commission upon the recommendation of the Brown County Planning, Development and Transportation Committee; and

WHEREAS, Section 66.0309(16) of the Wisconsin Statutes requires a unit of government such as Brown County, in order to make a decision for withdrawal from the Bay-Lake Regional Planning Commission, must enact a resolution of withdrawal prior to July 1, 2003 for withdrawal to be effective for the calendar year 2004 by a two-thirds vote of the members-elect of its governing body.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors does hereby elect to withdraw Brown County from the Bay-Lake Regional Planning Commission effective January 1, 2004 pursuant to Section 66.0309(16) of the Wisconsin Statutes.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved by:

COUNTY EXECUTIVE

Date Signed: _____

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

Approved by: _____ \s\ Carol Kelso, County Executive _____ Date: 6/30/2003

No. 9g -- REPORT OF PUBLIC SAFETY COMMITTEE REPORT OF JUNE 4, 2003

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on June 4, 2003, and recommends the following motions:

1. Review minutes of:
 - a) Local Emergency Planning Committee (LEPC) (5/13/03).
Receive and place on file.
2. Discussion regarding review of contracts with regard to salary versus hourly wage rates.
No action.
3. Volunteers in Probation – Report on low number of volunteers in Volunteers in Probation. (As requested by Chair Harold Kaye from previous meeting.) No action.
4. Public Safety Communications – Application for Homeland Security Grant Program – Part 1. Approve.
5. Public Safety Communications – Request for Budget Transfer: Increase in Expenditures with offsetting Increase in Revenue: Additional funding for Emergency Management Performance Grant program in the amount of \$28,782. (Pending County Executive’s approval.) Hold.
6. Sheriff – Communication from Supervisor Vanden Plas regarding: County Board taking a stand as to whether we should allow Halfway House to be located at the Alpine Country House in the Town of Green Bay across from Bay Shore Park to house Federal prisoners. Support position taken by the Town Board, to oppose the halfway House to be located at the Alpine Country House in the Town of Green Bay, and recommend the County Board do likewise and that a resolution be forwarded to Federal Bureau of Prisons. Ayes: 4 (Zima, Gower, Kaye, Watermolen); Abstain: 1(Nicholson). Motion Carried. See Resolutions, Ordinances June County Board.
7. Sheriff – Communication from Supervisor Vander Leest regarding: Request to create a special task force to study the Sheriff’s Department overtime and to improve jail efficiency. Table until such time as Chair wants to put it back on the agenda.
8. Sheriff – Communication from Supervisor Gower and follow up regarding: Job Descriptions in Sheriff’s Department. To hold and call a special meeting.

9. Sheriff – Communication from Supervisor Nicholson regarding: Request Public Safety Committee reviews the administration structure of the Sheriff’s department that no vacancies are filled until the review of the Public Safety. (*Motion: Request that Sheriff does not fill supervisory positions until Human Resources conduct a review of supervisor positions. Referred from May County Board to be held for 30 days.*) To hold and call a special meeting.
10. Sheriff – Report on all cars that are being taken home by staff and be broken out by marked and unmarked cars. (Requested by Supervisors Zima and Gower from previous meeting.) Refer to Sheriff to bring back a plan to have the cars not taken home.
11. Sheriff – Report on liaison officers keeping logs of mileage. (Requested by Supervisor Zima from previous meeting.) Request Sheriff continue monitoring and give a report by budget time.
12. Sheriff – Report on overtime reports on Captain Konrath and Lieutenant Steffen. (Requested by Supervisor Nicholson from previous meeting.) The Sheriff be instructed to continue updating report and present it monthly at each meeting.
13. Sheriff – Jail Statistics and Overtime Statistics (through April 2003). Receive and place on file.
14. Sheriff – Jail Average Daily Population for calendar year 2003 (April 2003). Receive and place on file.
15. Sheriff – Overtime Expenditures by Division Section (June 2003). Receive and place on file.
16. Sheriff’s report. Receive and place on file.
17. Discussion regarding: Sheriff’s department’s capabilities of doing the investigation as per County Executive Office recent incident. (#5 on Communication from Supervisor Collins regarding: Review of alleged security breach in the County Executive Office.) Receive and place on file.
18. Sheriff – Sheriff Department staffing Analysis (Melanie Falk, Human Resources). Tabled until next month.
19. Sheriff Department staff report update (Melanie Falk, Human Resources). Receive and place on file.
20. **Closed Session:** Contemplated closed session pursuant to Section 19.95(1)(c)(g)(e) Wis. Stats. to review the status of collective bargaining and to confer with legal counsel. Thereafter, the Committee may reconvene in open session to report any actions taken during closed session, and to consider all other matters on the agenda.
 - a) Enter into closed session.
 - b) Return to regular order of business.
 - c) No action.
21. Audit of bills.

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

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

Date: 6/30/2003

No. 10 -- Resolutions, Ordinances

No. 10a -- RESOLUTION REGARDING: AUTHORIZING LEASE FOR COUNTY-OWNED PROPERTY TO THE GREEN BAY PACKERS

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

Ladies and Gentlemen:

WHEREAS, the Green Bay Packers (“Packers”) organization is currently leasing property in the vicinity of the former Brown County Youth Hockey Arena from Brown County for use by the Packers as an additional outdoor practice facility known as Nitschke Field and such lease expires on December 31, 2003; and

WHEREAS, on or about March 15, 1994 the County and the Packers executed a lease agreement for certain property in the vicinity of the Youth Hockey Center for use by the Packers, with this lease having an initial term of 10 years, expiring on December 31, 2003; and

WHEREAS, the Packers entered into a lease with Brown County, expiring on December 31, 2003, for the easterly portion of Lot 1 which is not utilized as a parking lot and all of Lot 2, Lots 1 and 2 comprising parcel #VA-41, with Lots 1 and 2 being described on the map attached hereto and made a part hereof and are requesting a lease for a term of eight (8) years with an option to renew for an additional term of eight (8) years; and

WHEREAS, as part of this new lease the Packers are also requesting that they be allowed to continue to utilize the parking lot adjacent to the Youth Hockey Center during the months of June, July and August and to receive a right of first refusal to purchase or lease the premises should Brown County sell or lease the property upon termination of the proposed lease; and

WHEREAS, the Packers have agreed to pay the sum of \$125,00 for year 2004 to lease this property for use as a practice field with additional \$5,000 per year increments for the initial eight (8) year term of the lease and for the additional eight (8) year term if the option to renew is exercised by the Packers as set forth in the attached Term Sheet with proposed terms and conditions; and in addition, the Packers will agree to the following terms and conditions: 1) continue to use its existing three practice fields for training camps and related football operations in Green Bay and Ashwaubenon for the entire term of this lease and during any renewal term; 2) use the Nitschke Field property exclusively as a football practice field and related football operations activities; and 3) provide meaningful participation in a Brown County fundraising event as set forth in the attached Term Sheet.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves a lease of the property described as parcel #VA-41, and as further described as the easterly portion of Lot 1 which is not utilized as a parking lot, and Lot 2, with the lots being described on the Map attached hereto at an annual rental of \$125,000 for year 2004

with \$5,000 per year increments for the next seven (7) years as set forth in the attached Term Sheet and with an expiration date of December 31, 2011, and in the event the Packers exercise the option to renew for an additional eight (8) years and granting the Green Bay Packers the right of first refusal as to the property should Brown County determine that the property be leased or sold upon termination of the terms of the lease.

BE IT FURTHER RESOLVED that the appropriate County officials are hereby authorized to execute such a lease with the Green Bay Packers.

Respectfully submitted,
EDUCATION AND RECREATION COMMITTEE

THE PARCEL MAP, AS MENTIONED TO BE PART OF THIS RESOLUTION, IS ON FILE IN THE BROWN COUNTY CLERK'S OFFICE

**TERM SHEET FOR SECOND AMENDMENT TO
NITSCHKE FIELD LEASE**

Lease Term: January 1, 2004 through December 31, 2011

Rent:

YEAR	AMOUNT
2004	\$125,000
2005	\$130,000
2006	\$135,000
2007	\$140,000
2008	\$145,000
2009	\$150,000
2010	\$155,000
2011	\$160,000

Training Camps: Packers agree to hold a portion of pre-season training camps and regular season practices at Nitschke Field during Lease Term and will be able to utilize the adjoining lot for parking and filming so long as it does not conflict with Resch Center events.

Option to Renew: Option to renew Lease for additional eight years, from January 1, 2012 through December 31, 2019.

Rent during Renewal Term:

YEAR	AMOUNT
2012	\$165,000
2013	\$170,000
2014	\$175,000
2015	\$180,000
2016	\$185,000
2017	\$190,000
2018	\$195,000
2019	\$200,000

Right of First Refusal: Packers shall have, upon conclusion of the renewal term, the right to match any bona fide offer from a third party to purchase, lease or otherwise control the Nitschke Field property. This right of first refusal shall expire only upon written notice from the Packers that it does not intend to match any such bona fide offer. In the event the Packers match the financial terms of such offer the County will contract with the Packers and not the third party.

Annual Packers/Brown County Event: On an annual basis at a mutually convenient time and place the Packers will provide meaningful participation in a fundraising event underwritten, planned and operated by Brown County (such as a golf tournament at Brown County Golf Course). All net proceeds are to be directed towards children services as determined by Brown County.

A motion was made by Supervisor Kuehn and seconded by Supervisor Vander Leest **“to adopt.”** Supervisor Marquardt explained she would be voting “no” because the contract is below the minimal 3% inflation rate; it does not keep up with inflation of land and office costs.

Supervisors Lund, Van Deurzen, Vander Leest, Kuehn, and Evans all spoke in favor of the contract.

Supervisor Zima made an amendment to the resolution, seconded by Supervisor Fewell **“that the resolution be amended to reflect that the lease price shall be increased each year by the amount of the State Consumer Price Index.”**

Supervisor Lund made a motion **“to make an amendment by substitution to add under paragraph “Therefore, be it resolved in the event the Packers exercise the option to renew for an additional 8 years” “with \$5,000 per year increases”.”** His motion did not receive a second.

Supervisors Schadewald, Vander Leest, Van Deurzen, Evans and Collins all spoke in opposition to Supervisor Zima’s amendment to the resolution.

Vote taken on Supervisor Zima’s motion **“that the resolution be amended to reflect that the lease price shall be increased each year by the amount of the State Consumer Price Index.”**

Roll Call #10a(1):

Ayes: Miller, Haefs, Zima, Marquardt, and Fewell

Nays: Antonneau, Graves, Nicholson, Gower, Hansen, Kaye, Evans, Vander Leest, Vanden Plas, Kuehn, Collins, Daul, Van Deurzen, Fleck, Clancy, Moynihan, Watermolen, Schadewald, Simons, Lund

Excused: Johnson

Total Ayes: 5 Total Nays: 20 Excused: 1

Motion to amend defeated.

Vote taken on main motion to adopt Resolution 10a as presented. Roll Call #10a(2):

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

Abstain: Zima, Marquardt

Excused: Johnson

Total Ayes: 23 Total Abstain: 2 Excused: 1

Motion carried.

Approved by: /s\ Carol Kelso, County Executive Date: 6/30/2003

A motion was made by Supervisor Kuehn and seconded by Supervisor Watermolen “**to suspend the rules to approve Resolutions #10b thru #10f with one vote.**” Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Haefs and seconded by Supervisor Watermolen “**to adopt #10b thru 10f.**” Voice vote taken and passed unanimously with Supervisor Hansen abstaining on the Cell Com portion.

No. 10b -- RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2003 LABOR AGREEMENT WITH THE BROWN COUNTY HUMAN SERVICES PARA-PROFESSIONAL EMPLOYEES

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Human Services Para-Professional Employees for the year 2003 effective January 1, 2003, which agreement shall provide the following major changes from the 2000-2001-2002 labor agreement.

1. ARTICLE 11. INSURANCE

11.1 Health and Dental Insurance – delete and replace with the following:

- Eliminate the Basic
- Amend the premium contributions on all remaining plans to 5%.
- Amend the HSP Plan in the following manner:
 - Nervous and Mental coverage shall be upgraded to that of the PPO

- All plans will be amended as follows:
 - The requirement for pre-certification for first ten outpatient therapies shall be eliminated in all plans
 - \$25.00 penalty for non-emergency use of the emergency room
 - 3 tier formulary for RX (20%, 20%, 20% + \$15.00)
- (see proposed exchange below – Article 22. HOLIDAYS)
- All insurance changes and any quid in exchange would be effective MIDNIGHT December 31, 2003.

2. ARTICLE 12. WISCONSIN RETIREMENT SYSTEM

Increase current contribution commensurate with wage increase upon voluntary settlement.

3. ARTICLE 22. HOLIDAYS

Exchange of one personal leave day effective midnight December 31, 2003, (as a quid for the insurance changes.)

4. ARTICLE 32. DURATION

One year agreement.

5. SCHEDULE “A”

Delete the language that refers to a starting rate of \$.40 per hour less than the 6 month rate and increase the start rate that appears in the contract in the same percentage and manner as the rest of the across the board increase.

The purpose of this change is for administrative efficiencies. It is understood by the parties that this would have a negligible impact on new hires, i.e., less than \$.02 (two cents).

3% wage increase effective 1-1-03.

6. MEMORANDUMS OF UNDERSTANDING:

Job Discontinuance	re-sign
Job Analysis Procedure	re-sign
Job Posting	re-sign
Flexitime	re-sign
Long Term Care	re-sign
Vision Insurance	re-sign
Retiree Insurance	re-sign
Dental Insurance	re-sign
Direct Deposit	re-sign

7. LETTERS OF AGREEMENT

PPO	<i>Amend</i>
“Medically Necessary” Disputes	<i>re-sign</i>
U & C Settlement	Delete

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

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

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: /s\ Carol Kelso, County Executive Date: 6/30/2003

No. 10c -- **RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2002-2003 LABOR AGREEMENT WITH THE BROWN COUNTY LIBRARY PROFESSIONAL EMPLOYEES**

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Library Professional Employees for the years 2002-2003 effective January 1, 2002, which agreement shall provide the following major changes from the 1999-2001 labor agreement.

1. **ARTICLE 4. WAGES**
(C) Wisconsin Retirement System – Willing to increase consistent with the % wage increase upon negotiated settlement.
2. **ARTICLE 7. WORK DAY-WORK WEEK-NIGHT SHIFT DIFFERENTIAL**
Dated Memo of Understanding providing that *prospectively* for the term of the agreement Article 7 will be amended to read as follows:

Delete lines 130-131 and lines 137-138

Add the following language at line 131:

The employer will set the hours of operation and full-time employees will be scheduled to work the guaranteed 7.5 hour work day and 37.5 hour work week to accommodate the

hours the Library is open. The employer's decision on setting or changing the work hours of operation will be noticed prior to any change.

Add the following language at line 136:

Employees who are assigned to begin work prior to 8:00 a.m. shall receive a shift differential of \$.50 per hour for all hours worked prior to 8:00 a.m.

In addition there shall be a shift differential of \$1.00 for all hours worked after 8:00 p.m. Monday through Thursday in the summer and for all hours worked after 1:00 p.m. on Saturdays in the summer (summer as used herein means Memorial Day to Labor Day). These differentials shall be in addition to any other differentials that may be applicable.

Amend the shift differential for after 5 PM at line 133 from \$.20 to \$.30

All of the foregoing will be in a dated memorandum. At the end of the contract term, unless the parties agree otherwise we will return to the status quo in effect in the predecessor contract, including reverting to the shift differentials currently in the contract. The parties agree to meet on or before October 31, 2003 to discuss the continuation of this memorandum.

3. ARTICLE 10. HOLIDAYS

An additional PLD to be put into effect at the time the health insurance changes are made. (The PLD will be prorated the first year to reflect when the insurance changes went into effect).

4. ARTICLE 20. VACATIONS

Allow employees to utilize their entire vacation accrual for the year commencing 1/1 with the understanding that in the event an employee leaves the County during the year, the time would be prorated and paid back if necessary.

5. ARTICLE 21. INSURANCE

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

Effective 1/1/03, (or as soon as reasonably possible thereafter) amend the premium contributions to 5% on all plans.

The HSP Plan shall be amended effective 1/1/03 (or as soon as reasonably possible thereafter) in the following manner:

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

Effective 1/1/03 (or as soon as reasonably possible thereafter) all plans shall be amended to provide:

The requirement for pre-certification for first ten out patient therapies shall be eliminated (pre-cert may still be required on a case by case basis and after the first ten patient therapies)

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

3-tier formulary for RX (20%, 20%, 20% + \$15.00) with the following understandings:

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

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

6. ARTICLE 24. SENIORITY

Amend article 24 section (a) to read as follows:

(a) LAY OFFS: If a reduction of employee personnel is necessary, the last *regular fulltime or regular part-time employee* ~~person~~ hired shall be the first person laid off and the last person laid off shall be the first person recalled. No regular employees shall be laid off if there are ~~part-time~~, temporary or seasonal employees working.

In the event a regular fulltime or regular part-time employee is displaced from the position they are occupying, said employee shall have the right to bump a less senior regular full time or regular part time employee whose job they are qualified to perform. No bumping up will be permitted.

7. ARTICLE 29. DURATION
Delete the reference to January 1, 1999 and December 31, 2001 and replace it with January 1, 2002 and December 31, 2003 respectively.
8. APPENDIX A
3% ATB 1/1/02
3% ATB 1/1/03
9. MEMORANDUMS:

<u>Premium Pay</u>	re-sign
<u>Long Term Care</u>	re-sign
<u>Vision Insurance</u>	delete
<u>Dental Insurance</u>	delete
<u>Casual Day Enrollment</u>	re-sign
<u>PPO</u>	amend
<u>U & C</u>	delete
<u>Medically Necessary Disputes</u>	re-sign
<u>Direct Deposit</u>	re-sign

NEW MEMORANDUM:

PRE-TAX Parking Program

Implement a pre-tax parking program for employees who rent parking stalls on a monthly basis as part of the memorandum on scheduling.

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

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

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Carol Kelso, County Executive

Date: 6/30/2003

No. 10d -- RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2003 LABOR AGREEMENT WITH THE BROWN COUNTY MENTAL HEALTH CENTER REGISTERED NURSES

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and the County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Mental Health Center Registered Nurses for the year 2003 effective January 1, 2003, which agreement shall provide the following major changes from the 2001-2002 labor agreement.

1. ARTICLE 4. WAGES

Amend to reflect appropriate year.

Willing to increase the WRS employer contribution commensurate with the wage percentage increase as part of a voluntary settlement.

2. ARTICLE 11. OVERTIME

change from: "who perform work in excess of eight (8) hours in any work day and in excess of eighty (80) hours in a work period of fourteen (14) consecutive days," to "who perform work in excess of eight (8) hours in any work day and in excess of eighty hours in a **payroll period** of fourteen (14) consecutive **work** days,".

3. ARTICLE 18. SICK LEAVE

Delete Liens 353-354 and insert the following:

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

4. ARTICLE 20. INSURANCE

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

~~Effective 1/1/03~~, amend the premium contributions on all plans to 5%.

The HSP Plan shall be amended ~~effective 1/1/03~~ in the following manner:

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

All plans will be amended as follows:

~~Effective 1/1/03~~ the requirement for pre-certification for first ten out patient therapies shall be eliminated in all plans

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

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

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

The above referenced changes will be prospectively implemented as soon as the County can be prepared to implement them.

5. NEW ARTICLE CASUAL DAYS/SHORT TERM DISABILITY LEAVE/BANKED SICK LEAVE/LONG TERM DISABILITY (Referred to in article as Casual Day/Disability Plan)

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

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

CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1. Casual days may also be used for personal time off with actual days

off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of each calendar year, employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

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

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

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

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

SHORT TERM DISABILITY LEAVE

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

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

All claims for disability benefits must be submitted to the County Human Resources Department. Claims arising out of sickness or an off the job accident or injury must be submitted within four (4) work days of the initial absence. Claims must include a statement indicating the day the employee first became disabled, the nature of the

disability, and the employee's anticipated date of return. The Human Resources Department, within its discretion, may request from the employee's physician, a written certificate indicating the first day of disability, the reason for the employee's disability, and the anticipated length of such disability in the event the employee is absent for a period of more than three (3) work days. The employer agrees to waive the foregoing requirement under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability, employees will fill out any required forms, furnished by the employer, for proper recording of disability leave.

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

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

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

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

Employees will continue to receive health and welfare benefits while on disability leave at the level commensurate with their employment status prior to the disability leave. Employees will continue to accrue vacation benefits and receive holiday pay at the level

commensurate with their employment status prior to the disability leave until the employee goes to the long-term disability plan.

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

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

BANKED SICK LEAVE

Employees employed by Brown County prior to January 1, 2003 will have sick leave accumulated "banked" in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account. Fifty percent (50%) of an employees unused accumulated banked sick leave, up to a maximum of 90 days (maximum payout – 45 days) shall be paid upon eligibility for retirement or Social Security benefits.

LONG TERM DISABILITY

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

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

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

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

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

- 2) The Wisconsin Retirement System requires that the Employer certify that all earnings, including service and pay for vacation and sick leave, have been paid and that the employee is on a medical leave-of-absence and not expected to return to work, or has been terminated because of a disability. Therefore, once it has been determined on the basis of a report from the employee's doctor that an employee is not reasonably expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a medical leave of absence up to two years but not to exceed his/her length of service with the County.
- 3) When the employee is able to return to work after being on LTD, the employee will be reinstated to an available position for which s/he is qualified. Such determination will be made on a case-by-case basis. While on LTD, the employee will continue to accrue seniority for bargaining unit purposes, i.e. job posting purposes only. Seniority for accrual of benefits will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

6. ARTICLE 28. DURATION

One year

7. APPENDIX A.

3% ATB 1/1/03

\$.14 per hour in exchange for insurance increase.-effective the first pay period following County Board approval that normally includes the insurance premium deduction".

Amend to reflect appropriate year.

8. EXISTING MEMORANDUMS

Upon settlement, willing to re-sign the following:

On-Call Employees

Amend and re-sign

~~Delete~~ Amend that portion of the provision entitled BENEFITS that reads as follows:

Exclusive of all benefits except those required by law, on-call employees shall be paid ~~\$25.00 per hour~~ an amount not to exceed 120% of the four (4) year rate.

Parking

Amend and re-sign

Effective the first pay period which includes May 31, 1997, employees assigned by management to a worksite on a regular basis in Brown County, who are required by management to have a vehicle for the performance of their job duties, ~~and which~~

~~necessitates an employee to pay for monthly parking by a payroll deduction, shall receive a \$.10 per hour differential for monthly parking expense. Employees are responsible for making arrangements to acquire and pay for their own parking within a three (3) block radius.~~

Payout of Shift Differential
Long-Term Care

re-sign
delete

- 9. NEW MEMO: Extra Weekend Shift Differential
Expires with the agreement – trial basis with no status quo presumption.

Employees who have worked their normal weekend shift assignments or who have worked their normally assigned workweek (for non-shift employees) and who have volunteered to work an extra non-scheduled weekend shift shall be paid an additional \$1.50 per hour for working weekends that they have not been scheduled to work. For purposes of this memo, a weekend shift will be from the Friday night shift through Sunday pm shift.

- 10. NEW MEMO: 2 Hour Sick Leave Notification
In order to qualify for sick leave benefits, an employee must report to the immediate supervisor or other management designated employee at least two (2) hours prior to the employees normal start time except in case of an emergency.

- 11. NEW MEMO: Enrollment Periods
The following memorandum of understanding is established between Brown County and Local 1901F, AFSCME, AFL-CIO, representing the Brown County Mental Health Center Registered Nurses.

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

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

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

- 2. Employees hired before (*insert effective date of this contract*), who are not enrolled in the Casual Day/Disability Plan will not be eligible for any provisions of the Casual Day/Disability Plan.

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

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

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

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: \s\ Carol Kelso, County Executive _____ Date: 6/30/2003

**No. 10e -- RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2002-2003
LABOR AGREEMENT WITH THE BROWN COUNTY PUBLIC
HEALTH NURSES**

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Public Health Nurses for the years 2002-2003 effective January 1, 2002, which agreement shall provide the following major changes from the 1999-2001 labor agreement.

1. **ARTICLE 25 INSURANCE – HEALTH, DENTAL AND LIFE**
The basic plan shall continue to be offered through the term of this agreement. The union will not object to the use of the plan being subject to acknowledgement by the employee that they have read and understood the attached document.

Effective 1/1/03, (or as soon as reasonably possible thereafter) amend the premium contributions to 5% on all plans.

The HSP Plan shall be amended effective 1/1/03 (or as soon as reasonably possible thereafter) in the following manner:

Nervous and Mental coverage shall be upgraded to that of the PPC

Effective 1/1/03 (or as soon as reasonably possible thereafter) all plans shall be amended to provide:

The requirement for pre-certification for first ten out patient therapies shall be eliminated (pre-cert may still be required on a case by case basis and after the first ten patient therapies)

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

3 tier formulary for RX (20%, 20%, 20% + \$15.00) with the following understandings:

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

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

2. ARTICLE 29 WISCONSIN RETIREMENT FUND
Maximum employer contribution will be increased commensurate with wage increases.
3. ARTICLE 31. DURATION
Change dates to reflect new duration of contract from January 1, 2002 to December 31, 2003.
4. APPENDIX A:
3% ATB 2002
3% ATB 2003
Add \$.14 to each step effective the first pay period after the date that the insurance changes are implemented.

Combine Community Health Nurse I and II at the II wage. Will implement upon effective the first pay period after 1/1/03 with the understanding that any back pay claim and reclass request is withdrawn and upon acceptance of the remainder of this package.

EXISTING MEMORANDUMS:

<u>Cellular Phones</u>	re-sign
<u>Countywide Insurance</u>	re-sign
<u>Job Share</u>	re-sign
<u>Long Term Care</u>	re-sign

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

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

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: /s\ Carol Kelso, County Executive Date: 6/30/2003

No. 10f -- RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2002-2003 LABOR AGREEMENT WITH THE BROWN COUNTY LIBRARY PARA-PROFESSIONAL EMPLOYEES

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Library Para Professional Employees for the years 2002-2003 effective January 1, 2002, which agreement shall provide the following major changes from the 1999-2001 labor agreement.

1. ARTICLE 4. WRS
Willing to increase consistent with the % wage increase upon negotiated settlement.

2. ARTICLE 7. WORK DAY-WORK WEEK-NIGHT SHIFT DIFFERENTIAL
Dated Memo of Understanding providing that for the term of the agreement Article 7 will be amended to read as follows:

Delete lines 119-120 and lines 125-126

Add the following language at line 116:

The employer will set the hours of operation and full-time employees will be scheduled to work the guaranteed 7.5 hour work day and 37.5 hour work week to accommodate the hours the Library is open.

The employer's decision on setting or changing the work hours of operation will be noticed prior to any change.

Add the following language at line 121:

Employee who are assigned to begin work prior to 8:00 a.m. shall receive a shift differential of \$.50 per hour for all hours worked prior to 8:00 a.m.

In addition there shall be a shift differential of \$1.00 for all hours worked after 8:00 p.m. Monday through Thursday in the Summer and for all hours worked after 1:00 p.m. on Saturdays in the Summer (summer as used herein means Memorial Day to Labor Day). These differentials shall be in addition to any other differentials that may be applicable.

Amend the shift differential for after 5 PM at line 122 from \$.20 to \$.30

All of the forgoing will be in a dated memorandum. At the end of the contract term, unless the parties agree otherwise we will return to the status quo in effect in the predecessor contract, including reverting to the shift differentials currently in the contract. The parties agree to meet on or before October 31, 2003 to discuss the continuation of this memorandum.

3. ARTICLE 10. HOLIDAYS

An additional PLD to be put into effect at the time the health insurance changes are made. (The PLD will be prorated the first year to reflect when the insurance changes went into effect.)

4. ARTICLE 20. VACATIONS

Allow employees to utilize their entire vacation accrual for the year commencing 1/1 with the understanding that in the event an employee leaves the County during the year, the time would be prorated and paid back if necessary.

5. ARTICLE 21. INSURANCE

Amend plans to provide for a 5% ATB contribution to insurance

Use of the basic plan shall be subject to the signing of a waiver by any participant as previously provided to the union.

5% on all plans

\$25 non-emergency penalty

Modify prior auth to after 10 visits

Enhance HSP nervous and mental

RX formulary 20/20/20 + 15) including a provision that, upon production of medical documentation of attempts to utilize first and/or second tier medications that the 3rd tier medication provides the medically necessary outcome not available at the 1st and/or 2nd tier level. The employee may request a prospective formal Clinical/PA review (provided by or through the County's RX vendor) that may permit utilization 3rd tier medications override at the second tier co-payment level. The Clinical/PA review/appeal will be final. This provision will stay in effect for the duration of the agreement.

The above referenced changes will be prospectively implemented as soon as the County can be prepared to implement them.

6. ARTICLE 24. SENIORITY

Amend article 24 section (a) to read as follows:

(a) LAY OFFS: If a reduction of employee personnel is necessary, the last regular fulltime or regular part-time employee hired shall be the first person laid off and the last person laid off shall be the first person recalled. No regular employees shall be laid off if there are, temporary or seasonal employees working.

In the event a regular fulltime or regular part-time employee is displaced from the position they are occupying, said employee shall have the right to bump a less senior regular full time or regular part-time employee whose job they are qualified to perform.

7. ARTICLE 29. DURATION.

Delete the reference to January 1, 1999 and December 31, 2001 and replace it with January 1, 2002 and December 31, 2003 respectively.

8. APPENDIX A

3% ATB 2002

3% ATB 2003

9. MEMORANDUMS:

<u>Premium Pay</u>	re-sign
<u>Uniform Reimbursement</u>	re-sign
<u>Long Term Care</u>	delete
<u>Vision Insurance</u>	delete
<u>Dental Insurance</u>	delete
<u>Casual Day Enrollment</u>	re-sign
<u>Direct Deposit</u>	re-sign

10. SIDE LETTERS

<u>PPO</u>	amend and re-sign
<u>Medically Necessary Disputes</u>	re-sign

11. NEW MEMORANDUM:

Parking Memorandum: County will implement a procedure under which employees may pay their work related parking expenses pre-tax.

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

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

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved by: /s\ Carol Kelso, County Executive Date: 6/30/2003

No. 10g -- **RESOLUTION REGARDING: CREATING AN ADDITIONAL GRANT-FUNDED POSITION IN THE HEALTH DEPARTMENT TABLE OF ORGANIZATION**

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

Ladies and Gentlemen:

WHEREAS, Wisconsin has immunization requirements to protect children attending group and family child care centers from the morbidity and mortality related to vaccine preventable disease; and

WHEREAS, child care center staff are required by Wisconsin law to report to the Wisconsin Immunization Program annually the status of attendees' immunization status; and

WHEREAS, only 69% of child care centers in Brown County submitted the required reports in 2002; and

WHEREAS, child care staff often lack the expertise needed to assess immunization records, communicate immunization needs to parents, and complete the required immunization reports; and

WHEREAS, the staff of the Brown County Health Department are knowledgeable in these areas and are able to offer technical support to child care centers in Brown County; and

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Health Department Table of Organization be changed to create a .27 FTE Public Health Aide position (520 hours per year) to be entirely funded by a grant from the Wisconsin Immunization Program of the State Department of Health and Family Services.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

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

Approved by: \s\ Carol Kelso, County Executive Date: 6/30/2003

A motion was made by Supervisor Miller and seconded by Supervisor Haefs **“to suspend the rules to approve Resolutions #10h and #10i with one vote.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10h -- RESOLUTION REGARDING: AUTHORIZING A JURISDICTIONAL TRANSFER OF STH 57, FROM CTH “P” TO COUNTY LINE ROAD, TO THE COUNTY TRUNK HIGHWAY SYSTEM

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

WHEREAS, Section 84.02(8), Wisconsin Statutes, enables the State to enter into jurisdictional transfer agreements with local units of government, thereby facilitating such alterations in jurisdictional highway systems; and

WHEREAS, the Wisconsin Department of Transportation is reconstructing STH 57 for the good and in the interest of the traveling public. A new 4-lane divided STH 57 will be relocated from the existing roadway in 2004 to 2006.

NOW THEREFORE, the parties hereto do mutually agree to transfer jurisdictional responsibility to Brown County for the segment of highway under the conditions described below:

This segment is officially laid out, marked, and traveled State Trunk Highway System designed STH 57 in Brown County as follows:

Beginning at the northern termini of existing STH 57 at a point approximately 200 feet west and 1,600 feet north of the south quarter-corner of Section 13, Town 13, Town 25 North, Range 22 East; thence northeasterly a distance of 0.67 miles to its intersection with County Line Road, located 1,000 feet north of the east quarter-corner of Section 13, Town 25 North, Range 22 East.

BE IT FURTHER RESOLVED, the effective date of jurisdictional transfer of the northern terminus of STH 57 between proposed CTH “P” and County Line Road will occur when new State Trunk Highway 57 is constructed and opened to the traveling public.

ALSO BE IT RESOLVED, the functional classification of the described segment of STH 57 from proposed CTH “P” and County Line Road will change from a Principal Arterial Other to a Major Collector after the construction project is completed.

CURRENT HIGHWAY DESIGNATION	TERMINI			RECEIVING JURISDICTIONAL AUTHORITY
	FROM	TO	MILES	
STH 57	Northern terminus of existing STH 57 at the intersection with proposed CTH “P”	County Line Road	0.67 miles	County

Terms and Conditions of the transfer as follows:

- I. The State will:
 - A. Perform normal maintenance on STH 57 between proposed CTH “P” and County Line Road until the date of jurisdictional transfer.
 - B. Provide a copy of as-built plans and right-of-way plats to the county.
 - C. The portion of existing STH 57 roadway to be transferred to Brown County will receive the following treatment prior to transfer: The existing asphaltic pavement will be overlaid with two-inch asphaltic pavement 24 foot pavement width including 5 foot paved shoulders (typical). Auxiliary lanes and side road intersections that are necessary to handle traffic will remain and be overlaid with a two-inch asphaltic pavement at their present dimensions and configuration. Gravel shoulders will be brought up to the level of the new pavement surface and to the present width. Existing centerline markings will be re-established with an epoxy-type marking. Necessary permanent signing revisions will be done in consultation with Brown County. No drainage culverts or bridge-type structures will be upgraded.
- II. The County will:
 - A. Accept jurisdiction after the completion of improvements to existing STH 57.

III. The State and County will:

- A. Agree to execute a transfer of Administrative authority for access control and land use restriction within one year after the respective jurisdictional transfer dates.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved by: \s\ Carol Kelso, County Executive Date: 6/30/2003

No. 10i -- RESOLUTION REGARDING: AUTHORIZING A JURISDICTIONAL REVISIONS TO CTH "P", AS A RESULT OF STH 57 RECONSTRUCTION

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

WHEREAS, the Wisconsin Department of Transportation is reconstructing STH 57 for the good and in the interest of the traveling public under design project 1480-08-21; and

WHEREAS, the new STH 57 construction alignment will create changes to the County Trunk Highway system within Brown County.

THEREFORE, BE IT RESOLVED, that Brown County agrees to accept maintenance and jurisdiction responsibility of the segment of roadway described as follows:

An existing segment of CTH P beginning at a point approximately 240 feet north of the west quarter-corner of Section 24, Town 25 North, Range 22 East, thence northeasterly a distance of 0.64 miles where and interchange over proposed STH 57 will be constructed at a point approximately 620 feet west and 490 feet north of the south quarter-corner of Section 13, Town 25 North, Range 22 East, thence continuing northeasterly a distance of 0.23 miles to existing STH 57 at a point approximately 200 feet west and 1,600 feet north of the south quarter-corner of Section 13, Town 25 North, Range East.

THEREFORE, BE IT RESOLVED, that Brown County acknowledges the removal from the county trunk road system the roadway described as follows:

A segment of existing CTH P beginning at a point 240 feet north of the west quarter-corner of Section 24, Town 25 North, Range 22 East, thence northerly a distance of 0.40 miles, being approximately 2,380 feet north of the west quarter-corner of Section 24, all in Town 25 North, Range 22 East; and

ROAD	COUNTY ROAD MILEAGE CHANGE
Proposed CTH P	+ 0.87 miles
Existing CTH P	- 0.40 miles
TOTAL COUNTY ROAD CHANGES	+ 0.47 MILES

BE IT FURTHER RESOLVED, that the jurisdiction and maintenance responsibilities will become effective when the constructed roadway is open to the traveling public.

ALSO BE IT RESOLVED that the functional classification for the existing segment of CTH P described above be downgraded to a local road from proposed CTH P to Bader Road and the proposed segment of CTH P to proposed STH 57 will have the functional classification of a major collector.

Respectfully submitted,
 PLANNING, DEVELOPMENT AND
 TRANSPORTATION COMMITTEE

Approved by: \s\ Carol Kelso, County Executive Date: 6/30/2003

No. 10j -- RESOLUTION REGARDING: EXPRESSING OPPOSITION TO A PROPOSED FEDERAL COMMUNITY CORRECTION CENTER TO BE LOCATED IN THE TOWN OF GREEN BAY

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

Ladies and Gentlemen:

WHEREAS, the Town of Green Bay, a municipal unit of Brown County, has adopted a resolution opposing the proposed location of the Federal Community Correction Center in the Town of Green Bay, Brown County, Wisconsin; and

WHEREAS, a request has been made to the Brown County Board of Supervisors by the Town of Green Bay for a review of the request of the Federal Bureau of Prisons to locate a community correction center in the Town of Green Bay, Brown County, Wisconsin; and

WHEREAS, the request from the Town of Green Bay was referred to the Education and Recreation and Public Safety Committees of the Brown County Board of Supervisors which have reviewed the issue and recommended that Brown County oppose the proposed location of the Federal Community Correction Center in the Town of Green Bay after having considered that Brown County Bayshore Park is utilized on a daily basis by school children and families,

contains a major playground structure, is heavily wooded and has numerous secluded areas which would cause safety concerns for park users.

NOW, THEREFORE, BE IT RESOLVED that it is the position of the Brown County Board of Supervisors to accept the recommendations of its Public Safety and Education and Recreation Committees that Brown County oppose the proposed location of a Federal Community Correction Center in the Town of Green Bay, Brown County, Wisconsin, directly across from Brown County Bayshore Park; and

BE IT FURTHER RESOLVED that a communication be directed to the Federal Bureau of Prisons indicating Brown County's opposition to the location of a Federal Community Communication Center at the proposed location in the Town of Green Bay, Brown County, Wisconsin.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE
PUBLIC SAFETY COMMITTEE

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

Supervisor Vanden Plas spoke in opposition of the proposed Federal Community Correction center's location in the Town of Green Bay. He spoke of the 190,000 people who use Brown County Bay Shore Park annually. He was told the Sheriff does not have enough officers to patrol the park on a regular basis. He went on to say there are many children in the area and the Town of Green Bay doesn't need this. He urged everyone to vote nay.

Supervisor Antonneau said this was a difficult situation but his committee felt they wanted to support Supervisor Vanden Plas on this issue.

Supervisor Schadewald suggested putting this facility on County-owned property near the jail.

Supervisor Evans stated there are 60 registered sex offenders in his District. He also has a half-way house in his District, which is across from a park. Supervisor Evans said he cannot support opposition to locating the Correction Center in the Town of Green Bay.

A motion was made by Supervisor Vanden Plas and seconded by Supervisor Clancy **“to suspend the rules to allow interested parties to address the board.”** Voice vote taken. Motion carried unanimously with no abstentions.

Under suspension of the rules, the following person addressed the Board.

Mike Saharsky, 6121 Sandy Cove Road, Town of Green Bay Supervisor spoke in opposition to locating this Correction Center in the Town of Green Bay, citing several reasons why. He spoke on the lack of Police being present and that police response time is over 15 minutes at the minimum. He also cited the County Park, located across the street, which sees approximately 190,000 visitors annually. He added the Town of Green Bay does not have jobs for the residents who would be at the half-way house.

A motion was made by Supervisor Vanden Plas and seconded by Supervisor Kuehn **“to return to the regular order of business.”** Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Vanden Plas and seconded by Supervisor Vander Leest **“to adopt.”** Vote taken. Roll Call #10j(1):

Ayes: Gower, Haefs, Hansen, Kaye, Zima, Vander Leest, Vanden Plas, Kuehn, Collins, Marquardt, Daul, Van Deurzen, Fleck, Clancy, Moynihan, Watermolen, Schadewald, Simons, Lund, Fewell

Nays: Miller, Evans

Abstain: Antonneau, Graves, Nicholson

Excused: Johnson

Total Ayes: 20 Total Nays: 2 Abstain: 3 Excused: 1

Motion carried.

Approved by: \s\ Carol Kelso, County Executive Date: 6/30/2003

No. 11 -- Such other matters as authorized by law. None.

No. 12 -- Bills over \$10,000 for period ending June 2, 2003.

A motion was made by Supervisor Watermolen and seconded by Supervisor Van Deurzen **“to pay the bills over \$10,000.00.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 13 -- Closing Roll Call.

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

Excused: Johnson

Total Present: 25 Total Excused: 1

No. 14 -- ADJOURNMENT TO WEDNESDAY, JULY 16, 2003, AT 7:00 P.M., LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

 \s\ DARLENE K. MARCELLE
Brown County Clerk