

**PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS**  
**JUNE 21, 2000**

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 21, 2000 at 7:30 p.m.**, in the Legislative Room, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order.

Invocation .

Pledge of Allegiance to the Flag.

Opening Roll Call:

Present: Antonneau, Bunker, Krueger, Hansen, Zima, Queoff, Vanden Plas, Collins, Clancy, Fleck, Schadewald, Schmitz, Haefs, Kaye, Hinkfuss, Johnson, Kuehn, Marquardt, Schillinger, Moynihan, Simons, Williquette

Excused: Schmitt, Watermolen

Total Present: 22                                  Total Excused: 2

**\*\*Presentation\*\***

**Dr. Jeffrey Rafn**

**President, Northeast Wisconsin Technical College**

**No. 1 -- Adoption of Agenda.**

A motion was made by Supervisor Moynihan and seconded by Supervisor Krueger to adopt the agenda as revised. Vote taken. Motion carried unanimously with no abstentions.

**No. 2 -- Approval of minutes of May 17, 2000 meeting.**

A motion was made by Supervisor Antonneau and seconded by Supervisor Johnson to adopt the minutes as presented. Vote taken. Motion carried unanimously with no abstentions.

**No. 3 -- Announcements by Supervisors.**

Supervisor Schillinger invited the Supervisors to a tour of the jail on July 11, 2000 at 5:00 p.m.

**No. 4 -- COMMUNICATIONS.**

**No. 4a -- Communication from Alan J. Lasee regarding Expediting of Southern Bridge Transportation Corridor Planning.**

Refer to Planning, Development and Transportation Committee.

**No. 4b -- Communication from Supervisor Harold Kaye regarding Modifications of Change Order Policy.**

Refer to Executive Committee.

**No. 5 -- LATE COMMUNICATIONS.**

**No. 5a -- Communication from Supervisor Guy Zima Regarding The County declaring a moratorium on all new building projects including the proposed new “Brown County Arena”, and the proposed new Brown County Mental Health Center until such time as the County’s budgetary problems can be resolved.**

Refer to Administration Committee.

**No. 5b -- Communication from Supervisor Richard Schadewald Regarding a decision being made regarding the table of organization at the new jail.**

Refer to Public Safety Committee.

**No. 6 -- APPOINTMENTS BY COUNTY EXECUTIVE.**

**No. 6a -- Appointment of Mike Strenski to Solid Waste Board.**

A motion was made by Supervisor Schmitz and seconded by Supervisor Bunker to approve. Vote taken. Motion carried unanimously with no abstentions.

**No. 6b -- Appointment of Amparo “Amy” Baudhuin to Brown County Commission Equal Opportunities in Housing.**

A motion was made by Supervisor Haefs and seconded by Supervisor Hansen to approve. Vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Schadewald and seconded by Supervisor Vanden Plas to consider items 6c and 6d as a committee of the whole. Vote taken. Motion carried unanimously with no abstentions.

**No. 6c -- Appointment of Jerry Peters to Land Conservation Subcommittee.**

A motion was made by Supervisor Schmitz and seconded by Supervisor Vanden Plas to approve. Vote taken. Motion carried unanimously with no abstentions.

**No. 6d -- Appointment of Stadium Commission members.**

A motion was made by Supervisor Collins and seconded by Supervisor Krueger to approve Supervisor Jim Schmitt and Mary Goulding to the Commission. Vote taken. Motion carried unanimously with no abstentions.

Vote taken on John Brogan to the Stadium Commission. Roll call #6d(1):

Ayes: Antonneau, Bunker, Krueger, Hansen, Queoff, Collins, Clancy, Fleck, Schadewald, Kaye, Hinkfuss, Johnson, Kuehn, Marquardt, Schillinger, Moynihan, Williquette

Nays: Zima, Vanden Plas, Schmitz, Haefs, Simons

Excused: Watermolen, Schmitt

Total Ayes: 17 Total Nays: 5 Excused: 2

Motion carried.

No. 7a -- Report by County Executive.  
STATE OF COUNTY ADDRESS  
JUNE 21, 2000

**DIVISION OF ADMINISTRATION**

• **FACILITY MANAGEMENT**

The County's 1999 Annual Budget centralized the records management function in the Facility Management Department. The Department's Document Center was created as a result of a recommendation of the report of the Brown County Vision 20/20 Committee which recommended the assignment of clear responsibility for records management and the evaluation of storage, retention and disposition practices.

• **HUMAN RESOURCES**

The combined department is in its second year and is working well. Recruitment, interview, testing, and investigations have all increased and we are functioning with the same staff. Analysts have become familiar with their departments, and our survey shows that departments like the current system of accessing Human Resources services.

• **TREASURER**

During 1999, the Treasurer provided tax collection services for 13 municipalities (cities of Green Bay and De Pere; Villages of Allouez, Howard, Pulaski and Wrightstown; Towns of Bellevue, Hobart, Lawrence, Ledgeview, Pittsfield, Scott and Suamico).

**DIVISION OF PUBLIC SAFETY**

• **PUBLIC SAFETY COMMUNICATIONS**

During the year 2000 and heading into 2001, we will finally realize the establishment of a joint public safety communications center. Instead of two 911 centers operating separate and only blocks apart, one center with upgraded equipment and technology will serve all citizens of Brown County. Dispatch activity for all agencies served by Brown County, the City of De Pere and the City of Green Bay will also be performed out of one center creating great efficiencies in personnel and technological utilization.

Through this effort, the City of De Pere will realize annual operating budget savings of approximately \$250,000 with 10 year savings in personnel and equipment of \$2.5 million. The City of Green Bay will realize annual operating budget savings of approximately \$1 million. Through the consolidation of all civilian dispatches, the Policy Department will have 11 sworn officers returned to the Department at a cost of over \$700,000 per year. The Green Bay Fire Department will return 5 sworn members to the agency at a cost of over \$350,000 per year. The equipment outlay that would have been necessary for the City of

Green Bay to continue with an independent 911 center would have been over \$1.1 million. The County will save millions off of municipal budgets by coordinating one center to command the personnel and technology necessary to serve each public safety agency in Brown County. This project will consolidate operating costs into one agency. The true efficiencies of technology management, personnel management and equipment upgrades will save dollars, time and lives.

## **DIVISION OF TRANSPORTATION**

- **AIRPORT**

By late 1999, all of the airlines serving Northeast Wisconsin at Green Bay had converted the majority of their flights to fan-jet aircraft. Only a few turbo-prop flights remained and they are scheduled to be upgraded to all jet service by the summer of 2000.

- **HIGHWAY**

The Highway Department completed several major improvement projects during 1999 in order to insure the continued safety, convenience, and efficiency of traffic movement in Brown County. Based on pavement surface condition ratings, over 10 miles of county trunk highways were resurfaced. Reconstruction of county trunk highway "AAA" (Oneida Street) from Cormier Road to Stadium Drive in the Village of Ashwaubenon was completed in early August, 1999. Additionally, reconstruction of county trunk highway "M" (Lineville Road) from Northwoods Road to Velp Avenue was completed in October. Finally, in early November, reconstruction and widening of county trunk highway "EB" (Packerland Drive) from Paulson Road to Waube Lane was accomplished.

## **DIVISION OF HEALTH & HUMAN SERVICES**

- **HEALTH**

(Healthier Brown County 2000)

- Vision Statement – A healthier Brown County which benefits the overall quality of life for citizens, employers, visitors and government attained through an ongoing community wide collaborative effort involving a diverse partnership which:
  - utilized data driven benchmarks to assess the health status of the community;
  - identified key health issues needing an organized community response;
  - develop, implement and sustain action plans to address priority issues.

- **HUMAN SERVICES**

W-2 Earnings Community reinvestment dollars from W-2 are one time dollars being distributed to community groups to serve the same populations. It would help for next year if the State would loosen supplanting requirements, since we could replace the \$1.9 for one year with Community Reinvestment.

## DIVISION OF EDUCATION, CULTURE & RECREATION

- LIBRARY

The Weyers-Hilliard Branch Library opened May 22, 2000. Dedication was held June 4. There was over 3.8 million dollars raised privately for this branch and for the Kress Family Branch scheduled for construction in Spring, 2001.

- MUSEUM

Mysteries of Egypt, a large traveling exhibition of Egyptian antiquities will be on view from August-October. Green Bay will be the last of four cities in the United States to host this exhibition organized by the Canadian Museum of Civilization. This is the largest temporary exhibition ever undertaken by the Neville. There will be over 300 real artifacts along with a number of reproductions including large-scale sphinxes and re-creation of King Tut's tomb.

- PARKS

The Brown County Park Department had an eventful year in 1999. Many changes took place within the department.

- NEW Zoo began its first year as an Enterprise Fund. The NEW Zoo started a new admission program in 1999, and overall, the public was very supportive of the new fees. January and February were free to the public all day and admission is free daily between the hours of 9:00 –10:00 a.m. While many people took advantage of this free offering, the NEW Zoo still received many voluntary donations, and actually had an increase in donations over the previous year.
- The new Ski Lodge of the Reforestation Camp was ready for rentals in May and has quickly become a favorite rental space in Green Bay for area events and functions. With the construction of the new Lodge, the Camp Trailhead had to be moved and reconstructed as well. The Lodge offers a spacious interior and expanse of windows providing a scenic view of the new trailhead and wooded areas of the Camp.
- Also new in 1999 at the Reforestation Camp was the addition of a new parking lot and trailhead area for horseback riders. The Park Department worked together with the Carriage and Saddle Social of Suamico to complete this project, which was very much appreciated by local equestrians. The new parking lot and trailhead are tremendous assets to the Brown County Horse Trail Program.
- Another addition in 1999 was a new open shelter at Lily Lake, which was completed with the help of the Wisconsin Conservation Corps crew. The WCC crew assisted the Park Department with many other projects throughout the year, including the construction of a new fence at Fonferrek's Glen, the completion of the log cabin maple sugar shack at

Barkhausen, and the detail work on the fireplace mantels and landscaping at the new Reforestation Camp Lodge.

- The Barkhausen Waterfowl Preserve began its new educational maple sugar-making project in the spring of 1999 and it was very successful. School groups from all over Brown County brought over 1,000 children to participate in this 4-week program to learn how maple syrup is made. The department received many favorable comments from educators praising this new program.
- Renovations begun in 1998 at Wrightstown Park providing major improvements at the Wrightstown Boat Launch facility which were completed in 1999.
- The Brown County Pet Exercise Area, the first one in the Green Bay area, continued to be a favorable destination for local resident dog owners. Response was very positive as residents are extremely pleased to have a park where they can let their dogs run and get plenty of exercise in our fenced-in park.

At the NEW Zoo, several new exhibits opened in 1999. Various new animals were acquired for the Zoo's collection, including a Black-necked Stilt, Burrowing Owls, a Black-footed Ferret and two Warthogs. Sales at the NEW Zoo gift shop remained strong in 1999, reporting a 2% increase over 1998 gift shop sales. Food concession sales decreased slightly from 1998 concession sales, down 11%. The first year of admission fee totaled \$288,992, with voluntary admissions placed in the donation bin during January, February, and "free" hour each day the rest of the year totaling \$16,841.

The 1998/1999 winter season of snow was minimal in Brown County, and area snowmobilers and cross-country skiers were disappointed in the short length of time the trails were able to stay open. Cross-country revenues from daily and seasonal passes were just over \$17,300, down from the 1997/1998 season's revenue total of \$24,700.

Many revenue programs increased over the previous year, including shelter rental, rifle range, and the sale of boat launch passes, dog park permits, horse trail and mountain bike trail passes.

The Park System received approximately 30 donations in 1999 for the Barkhausen Waterfowl Preserve and Reforestation Camp, totaling \$22,220. Attendance overall in the County Parks was slightly down in 1999 with approximately 933,369 visitors throughout the year. Attendance figures for 1998 and prior years at the Reforestation Camp and NEW Zoo were based on car count estimates. NEW Zoo attendance figures in 1999 were based on actual counts from the sale of admission fees, thus reflecting a truer reporting of visitors for the year.

## **DIVISION OF PLANNING & DEVELOPMENT**

- **LAND CONSERVATION**

Staff have installed 30 miles of Vegetated Buffer Strips along Brown County streams so far in the year 2000. Thirty miles is more miles than any other county in the United States has installed in total according to Dr. Wendell Gilliam from North Carolina State University (who is national leader in buffer strip research). Buffer strips installed next to streams filter polluted runoff and protect our surface waters (like Lake Michigan) which for most of Brown County is the source of our drinking water.

- **PLANNING**

- Southern Bridge – The Brown County Year 2020 Land Use & Transportation Plan supports that this bridge should not be built until development activity approaches that which is projected to occur in 2020. The result of building the bridge too early would promote sprawl development and prematurely result in using limited County funds to build a bridge that is not yet needed. The resolutions have implied that we have already achieved the 2020-growth level and that the County should be expediting the process to move this construction project forward as soon as possible.

I am directing the Planning Department to conduct an analysis of the population information (from the 2000 Census) and development activity from the (2000 Land Use Inventory). This would determine where we are at in relation to the Brown County Year 2020 Land Use and Transportation Plan projections. This action will help us to determine exactly what our status is in regard to the future need for the Southern Bridge and Bypass. It would also help us to plan and budget for this important future capital improvements project.

- Smart Growth – State of Wisconsin's new Smart Growth Law mandates that comprehensive plans be completed by every municipality and county in the State of Wisconsin by January 1, 2010. The new law, passed as a part of the state budget last year, also defines what is required to be included in a comprehensive plan and provides grant funds that will assist communities in paying for these planning efforts. The Brown County Planning Commission is committed to helping every community to meet the requirements of Smart Growth through our local assistance efforts. Brown County Planning has recently completed updates to comprehensive plans for the towns of Suamico, Ledgeview and Lawrence to assist these communities in managing their future growth and development.

- **PORT AND SOLID WASTE**

- *The Arcadia* – Great Lakes Cruise Ship will be scheduling two 4-hour stops in our Port next year.

- Brown County will be adding Shawano and Oconto counties to our regional Household Hazardous Waste service; currently handle Winnebago County HHW. We also recycle containers for Door and parts of Kewaunee and Marinette Counties.

All of these enable us to make our services more economical for Brown County residents and businesses.

- REGISTER OF DEEDS

The Register of Deeds Department successfully launched a program in the latter part of 1999 where images of real estate documents are captured on CD-ROM. This accomplished three things: 1) eliminates microfilming; 2) archival electronic copy created; and 3) new revenue source.

The County's microfilm equipment (purchased in the mid 70's) was aging and in need of repair. Additionally, the microfilm lab was having difficulty keeping current filming of records of the Register of Deeds office due to substantial increase in documents recorded. At the time the lab was closed, microfilming was six weeks behind. Now, CD's are cut bi-monthly so data is never more than two weeks old.

- Regarding archival electronic copy creation – images of real documents were being captured and stored electronically since 1996 without an electronic archival copy being made. Implementation of CD-ROM allows the staff of the Register of Deeds Office to create an archival copy of each image on CD-ROM which is then stored off-site. In the event of a disaster, the data stored on CD-ROM would be easier to retrieve than if it was stored on microfilm.
- New Revenue Source – Seven local businesses have annual subscriptions with the Register of Deeds to purchase real estate images on CD-ROM. Since this is a duplicate of the archival CD the expenses and effort to create seven copies is minimal. Annual revenue from this new program is \$42,000.

**No. 7b -- Report by Board Chairman.**

The County Board's Roll in the sales tax referendum for the proposed Packer Stadium is to set the date for the referendum and little else. The District Board, appointed by County Executive Nancy Nusbaum, Mayor Paul Jadin and Village President Ted Pamperin, will be responsible for most of the decisions approaching the referendum. The City of Green Bay must negotiate a maintenance agreement and naming rights agreement. This must be accomplished before July 28<sup>th</sup>, if there is going to be a September 12<sup>th</sup> Primary Election. Legislation allows for little involvement from the County Board.

- i) Lambeau Field Renovation Legislation Explanation by Corporation Counsel.  
Ken Bukowski gave an oral explanation.



**No. 8 -- Other Reports.**

A motion was made by Supervisor Schillinger and seconded by Supervisor Schmitz to adopt items #8a and #8b with one vote. Vote taken. Motion carried unanimously with no abstentions.

**No. 8a -- Treasurer's Financial Report for Month of February 2000.**

**BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF FEBRUARY 2000**

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 February:

Associated Bank	\$	1,047,616.00
Sweep Account (Repurchase Agreements)		1,135,403.32
Deposits in Transit		126,540.29
Emergency Fund		(81,727.02)
Non-sufficient Fund Checks Redeposited		6,072.98
Transfer to WI Develop Fund		00.00
Deposit Adjustment		(89.59)
Bank Error(s)		209.00
<b>Total</b>		<b><u>2,234,024.98</u></b>
Less Outstanding Checks		(1,342,907.12)
Other Reconcilable Items		<u>(1,664.20)</u>
<b>Balance Per Cash Book</b>	<b>\$</b>	<b>889,453.66</b>

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 February 28, 2000.

Year-to-Date Interest Received – Prior Month	\$	238,935.99
Interest Received – Current Month		<u>424,447.84</u>
Year-to-Date Interest Received – Unrestricted Invest		<b>663,383.83</b>
Working Capital Reserves Invested	\$	105,713,681.04
Restricted Investments		<u>27,520,285.01</u>
Total Funds Invested	<b>\$</b>	<b>133,233,966.05</b>

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of February 28, 2000, and the statement of Investments for the month of February have been compared and examined, and found to be correct.

          /s\ Kerry M. Blaney            
County Treasurer

Approved by:           /s\ Nancy J. Nusbaum, County Executive          

Date: 7/6/2000

No. 8b -- Treasurer's Financial Report for Month of March 2000.

**BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF  
MARCH 2000**

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 March:

Associated Bank	\$	883,203.00
Sweep Account (Repurchase Agreements)		776,058.51
Deposits in Transit		164,504.39
Emergency Fund		(51,845.20)
Non-sufficient Fund Checks Redeposited		108.58
Transfer to WI Develop Fund		00.00
Deposit Adjustment		(170.59)
Bank Error(s)		00.00
<b>Total</b>		<b><u>1,771,858.69</u></b>
Less Outstanding Checks		(1,777,983.28)
Other Reconcilable Items		<u>(1,664.20)</u>
<b>Balance Per Cash Book</b>	<b>\$</b>	<b>(7,788.79)</b>

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 March 31, 2000.

Year-to-Date Interest Received – Prior Month	\$	663,383.83
Interest Received – Current Month		<u>658,935.63</u>
Year-to-Date Interest Received – Unrestricted Invest		<b>1,322,319.46</b>
Working Capital Reserves Invested	\$	101,894,733.19
Restricted Investments		<u>26,442,773.81</u>
Total Funds Invested	<b>\$</b>	<b>128,337,507.00</b>

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of March 31, 2000, and the statement of Investments for the month of March have been compared and examined, and found to be correct.

          \s\ Kerry M. Blaney            
County Treasurer

Approved by:           \s\ Nancy J. Nusbaum, County Executive          

Date: 7/6/2000

**No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF JUNE 8, 2000**

TO THE MEMBERS OF THE BROWN COUNTY  
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on June 8, 2000, and recommends the following motions:

1. County Board & City Council Room Modification. No action.
2. Resolution regarding Authorizing County Participation in Remodeled City Council Chambers.
  - a. Ask Mark Keckeisen to come back next month with the specs and cost of this project so this committee can make a decision. Ayes: 2(Schadewald, Clancy); Nays: 3(Krueger, Fleck, Queoff). Motion Defeated.
  - b. Send resolution to full County Board. Motion carried.See Resolutions, Ordinances June County Board agenda.
3. Communication from Supervisor Guy Zima re: Requesting a full written report from Human Resources and Human Services Departments giving a chronological accounting of the investigation of Mr. Dave Fazer. (Referred from May County Board.) Receive and place on file.
4. Communication from Supervisor Pat Collins re: Brown County/Green Bay Packer Stadium Issues; Goal: Explore any and all options available to Brown County. (Have experts knowledgeable in such legislation examine and explain the Packer Stadium Bill in layman's terms.) (Referred from May County Board.) Receive and place on file.
5. Parks Department – Request for Budget Transfer: Interdepartmental Transfer: Request to transfer \$5,000 from General Fund to Park Department's contracted services account for purpose of aerial spraying of a thirty acre gypsy moth infestation at Reforestation Camp and adjoining properties. (Referred from Education and Recreation Committee.) Committee Approved. See Resolutions, Ordinances June County Board agenda.
6. Parks Department – Request for Budget Transfer: Interdepartmental Transfer: Transfer \$36,400 from General Fund to cover expenses from previous fairs. (Referred from Education and Recreation Committee.) Committee Approved. See Resolutions, Ordinances June County Board agenda.
7. Clerk – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
8. Corporation Counsel – Resolution re: Disallowance of Claim (Andrea & Keith Boucher). Committee Approved. See Resolutions, Ordinances June County Board agenda.
9. Corporation Counsel – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
10. Facilities Management – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
11. Treasurer's Financial Report for month of February. Receive and place on file.
12. Treasurer's Financial Report for month of March. Receive and place on file.
13. Treasurer – Brown County Banking Services Contract. No action.

14. Treasurer – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
15. Information Services – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
16. Finance Department – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
17. Finance Department – 2000 Budget Transfer Log. Receive and place on file.
18. Finance Department – Monthly Activities Report (April 24 through May 26, 2000). Receive and place on file.
19. Finance Department – Year End General Fund Balance Sheet (December 31, 2000). Approve.
20. Finance Department – Year End Financials. Receive and place on file.
21. Finance Department – Discussion of Budget Transfers. No action.
22. Human Resources Department – Monthly Committee Report (May 2000). Receive and place on file.
23. Human Resources Department – Director’s Report. No action.
24. Audit of bills. Pay the bills.

A motion was made by Supervisor Krueger and seconded by Supervisor Schadewald to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \_\_\_\_\_ \s\ Nancy J. Nusbaum, County Executive \_\_\_\_\_ Date: 7/6/2000

**No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF MAY 25, 2000**

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION AND RECREATION COMMITTEE met in regular session on May 25, 2000 and recommends the following motions:

1. Arena/Expo Center – Attendance Report (April 2000). Receive and place on file.
2. Museum – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
3. Museum – Visitor Count for month of April 2000. Receive and place on file.
4. Library – 2001 Environmental Assessment. Receive and place on file.
5. Library – Report on Weyers-Hilliard Branch Library. Receive and place on file.
6. Library – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: To facilitate \$2,000 Wisconsin Humanities Council grant for “Book Links: Connecting Adult New Readers to Literature”. Approve.
7. Library – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: To facilitate transfer of \$33,528 from Greater Green Bay Community Foundation to BCL Capital Campaign for the purchase of materials for Weyers-Hilliard Branch. Approve.

8. Library – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: To facilitate \$5,000 donation from Green Bay Packer Foundation for the BCL’s Summer Reading program. Approve.
9. Library – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: To facilitate \$1,246 TEACH Grant for Travel, Conference and Training for BCL Staff. Approve.
10. Library – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
11. Library – Director’s report. No action.
12. Golf Course – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
13. Golf Course – 2000 Golf Report (5/9/00). Receive and place on file.
14. Golf Course – Daily Financial and Attendance Report. Receive and place on file.
15. Golf Course Superintendent’s Report. No action.
16. Parks – Request for use of Pamperin Park and the Reforestation Camp for band concerts – Howard-Suamico Band. Approve.
17. Parks – Request for Budget Transfer: Interdepartmental transfer: \$5,000 from General Fund for emergency spraying for gypsy moth control at Reforestation Camp. Committee approved and referred to Administration Committee. See Resolutions, Ordinances June County Board agenda.
18. Parks – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: \$600 donation from Lori Pollock for rainforest graphics at NEW Zoo. Approve.
19. Parks – Request for Budget Transfer: Increase in Expenditures with Offsetting Increase in Revenue: \$3,000 donation from Wings over Wisconsin for bird carving graphics at NEW Zoo. Approve.
20. Parks – Approve private access renewals for 2000 Reforestation Camp and Neshota Parks. Approve.
21. Parks – Approve rates and policy for rental of Zoo. Approve rates of \$1,000 plus \$2 for up to 400 persons, and \$1,200 plus \$2 from 400 to 1000 persons. Rates will be revisited after one year.
22. Parks – Request by Green Bay Packers/Lance Lopes for use of a portion of the Brown County Youth Hockey Ice Center property for parking. Receive and place on file.
23. Parks – Request by Green Bay Chapter of Trout Unlimited for use of the Reforestation Camp/Shelter for “Kids Day” PALS program. Approve.
24. Parks – Approve participation in the Super Summer Reader Program. Approve.
25. Parks – Approve transfer of County-owned Ice Center assets to NEW Community Ice Center Inc. (Held from previous meeting.) Approve transfer of the Zamboni and the bleachers.
26. Parks – Approve disposition/future use of the Brown County Youth Hockey Ice Center Building and property. (Held from previous meeting.) Stay with original commitment and dispose of the Youth Hockey Ice Center building and property. Ayes: 3(Antonneau, Hansen, Johnson); Nays: 1(Simons); Excused: 1(Kuehn). Motion Carried.
27. Parks – Discussion of Brown County Fair. Hold item until operating agreement is reviewed.

28. Parks – Request for Budget Transfer: Interdepartmental Transfer: Transfer \$36,400 from General Fund to cover expenses from previous fairs. Committee approved and referred to Administration Committee. See Resolutions, Ordinances June County Board agenda.
29. Parks – Approve Fairgrounds master plan concept. Approve Fairgrounds Master Plan Concept.
30. Parks – Request for Budget Transfer: Interdepartmental Transfer: Transfer of \$130,000 for removal of Fairgrounds grandstand. Hold for further bids.
31. Parks – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
32. Parks Director’s Report. No action.
33. Audit of bills. Pay the bills.

A motion was made by Supervisor Antonneau and seconded by Supervisor Hansen to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by:           /s\ Nancy J. Nusbaum, County Executive                                Date: 7/6/2000

**No. 9c --        REPORT OF EXECUTIVE COMMITTEE OF JUNE 12, 2000**

TO THE MEMBERS OF THE BROWN COUNTY  
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on June 12, 2000, and recommends the following motions:

1. Capital Projects Fund Balance – May 31, 2000. Receive and place on file.
2. Communication from Supervisor Pat Collins re: Brown County/Green Bay Packer Stadium Issues; Goal: Explore any and all options available to Brown County. (Referred from May County Board.) Receive and place on file.
3. Communication from Supervisor Merlin Vanden Plas re: Giving 24-hour notice when additions are made to committees. (Referred from May County Board.) Put the following in the County Code book: “Agenda items of every meeting of a governmental body shall be given at least 24 hours prior to the commencement of such meeting, unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no case may the notice be provided less than two (2) hours in advance of the meeting.”
4. Resolution re: Declaring Official Intent to Reimburse Expenditures (Reconditioning Segments of County Trunk Highways and Purchasing, Installing and Implementing Equipment for Public Safety Communications.) (Referred from Planning, Development & Transportation Committee and Public Safety Committee.) Committee approved. See Resolutions, Ordinances June County Board agenda.
5. Resolution re: Authority to Execute a 1999-2000 Labor Agreement with the Brown County Correctional Officer Employees. Committee approved. Ayes: 5(Hinkfuss, Schadewald, Hansen, Bunker, Watermolen); Abstain: 1(Williquette); Excused: 1(Schillinger). Motion Carried. See Resolutions, Ordinances June County Board agenda.

6. Report by County Executive. No action.
7. Legislative Report. No action.
8. Discussion re: Advisory Referendum on Campaign Finance Reform. Instruct Paul Vornholt prepare a resolution for Executive Committee next month for committee's adoption and send to the full County Board.
9. **Closed Session:** For the purpose of deliberating whenever competitive or bargaining reasons require a closed session pursuant to Wisconsin State Statute 19.85(1)(e). In the alternative, the Executive Committee is meeting for the purpose of collective bargaining and is not subject to the Wisconsin open meeting laws pursuant to 19.82(1) of the Wisconsin State Statutes.
  - a) Enter into Closed Session. Present: 5(Watermolen, Schadewald, Hinkfuss, Hansen, Bunker); Excused: 2(Williquette, Schillinger).
  - b) Return to regular order of business. Present: 5(Watermolen, Schadewald, Hinkfuss, Hansen, Bunker); Excused: 2(Williquette, Schillinger).
  - c) No action.

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

Approved by: \s\ Nancy J. Nusbaum, County Executive Date: 7/6/2000

**No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF MAY 18, 2000**

TO THE MEMBERS OF THE BROWN COUNTY  
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on May 18, 2000, and recommends the following motions:

1. Set time and date for regular meetings. (Held from previous meeting.) (No consensus for date and time for regular meeting. Next meeting to be held June 22, 2000.)
2. Review minutes of:
  - a) Program Committee of Aging Resource Center of Brown County (4/19/00). Approve.
3. Human Services Department – Financial Report (Using February/March {Unaudited} 2000 Year-End). Receive and place on file.
4. Human Services Department – Director's report. No action.
5. Human Services Department – Update of Mental Health Center. Receive and place on file report of Millennium Architects until after a meeting with Finance Director Pat Webb is scheduled.
6. Human Services Department – Authorization to start Mental Health Center Site Preparation Work. Hold for further information, additional bids and a breakdown of the man versus machine hourly costs presented.
7. Health Department – Director's report. (No report.)

8. Audit of bills. Pay the bills.

A motion was made by Supervisor Bunker and seconded by Supervisor Marquardt to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Nancy J. Nusbaum, County Executive

Date: 7/6/2000

**No. 9e -- REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE AND LAND CONSERVATION SUBCOMMITTEE OF MAY 24, 2000**

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 May 24, 2000, and recommend the following motions:

**Land Conservation Subcommittee**

1. Approval of Jay Watt as representative to be on Resource Conservation and Development (RC&D). (Greg Hines sponsoring Jay Watt as representative.) Per Diem to be included in this appointment. Table for one month in order to speak with Bill Hafs to find out where the money to pay the representative will come from.
2. Wisconsin Land and Water Conservation Association Spring Area Association Meeting Update (from Brett Larson, 5/11/00). Receive and place on file.
3. Lake Michigan Land Conservation Association 2000 Activities Schedule. Receive and place on file.
4. Appointment of Jerry Peters to Land Conservation Subcommittee. Committee approved. See Appointments June County Board agenda.
5. First Quarter 2000 Objective Monitoring Report. Receive and place on file.

**Planning, Development and Transportation Committee**

1. Review minutes of:
  - a) Planning Commission Board of Directors (4/5/00).
  - b) Central Brown County Water Authority (4/20/00 & 5/1/00).
  - c) Harbor Commission (4/3/00).
  - d) Solid Waste Board (2/21/00).
  - e) Land Information Office Committee (4/19/00).Receive and place on file.
2. Appointment of Mike Strenski to Solid Waste Board. Committee approved. See Appointments June County Board agenda.
3. Appointment of Ampara "Amy" Baudhuin to Brown County Commission on Equal Opportunities in Housing. Committee approved. See Appointments June County Board agenda.



4. Communication to Supervisor Ron Antonneau from Dee Geurts-Bengston, Green Bay Area Visitor and Convention Bureau, re: Signage to local area attractions in the Green Bay area. Receive and place on file.
5. Resolution re: Declaring Official Intent to Reimburse Expenditures (Reconditioning Segments of County Trunk Highways and purchasing, installing, and implementing equipment for Public Safety Communications.) (Referred to Public Safety Committee and Executive Committee.) Committee approved. See Resolutions, Ordinances June County Board agenda.
6. Planning – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
7. Planning – Resolution re: Relating to Composition Organization and Operations of the Brown County Planning Commission. (From previous meeting.) Hold for one month. Ayes: 3(Antonneau, Schmitz, Schmitt); Nays: 2(Williquette, Vanden Plas). Motion Carried.
8. Register of Deeds – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
9. Register of Deeds – Ordinance re: To Establish Sec. 3.27 of the Brown County Code Concerning Register of Deeds. Committee approved. See Resolutions, Ordinances June County Board agenda.
10. Register of Deeds – Director’s report. No action.
11. Highway – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
12. Port and Solid Waste – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
13. Port and Solid Waste – Director’s report. No action.
14. Survey – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
15. Zoning – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
16. Land Information Office – Communication from Supervisor Patrick Moynihan, Jr., to Supervisor Kathy Williquette, Chair, Planning, Development & Transportation Committee, re: Resignation from Land Information Office committee. Approve.
17. Land Information Office – Report on activities and request for an appointee to Land Information Office Committee. Receive and place on file.
18. UW-Extension – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
19. UW-Extension – Owner’s Claim for Damages to Animals (Tom Davister). (Resubmitted.) Hold for one month in order to get documentation on the value of the rabbits. Ayes: 3(Antonneau, Schmitz, Williquette); Nays: 1 (Vanden Plas). Excused: 1 (Schmitt) Motion Carried.
20. UW-Extension – Request to apply for Wisconsin 4-H foundation grant for after school 4-H program (\$3,890). Approve.
21. UW-Extension – Update on agricultural programming by UW-Extension Agriculture agent, Doug Sutter. No action.
22. Audit of bills. Pay the bills.

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

Approved by: \_\_\_\_\_\s\ Nancy J. Nusbaum, County Executive

Date: 7/6/2000

No. 9f -- **REPORT OF PUBLIC SAFETY COMMITTEE OF JUNE 1, 2000**

TO THE MEMBERS OF THE BROWN COUNTY  
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on June 1, 2000, and recommends the following motions:

1. Review minutes of:
  - a) Local Emergency Planning Committee (LEPC) (5/9/00).
  - b) EMS Council (4/26/00).

Approve.
2. Clerk of Courts – Case Filings & Statistics through April 2000. Hold for one month due to no one appearing on behalf of the Clerk of Courts office.
3. Clerk of Courts – First Quarter 2000 Objective Monitoring Report. Hold for one month due to no one appearing on behalf of the Clerk of Courts office.
4. Medical Examiner – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
5. Medical Examiner – Update on Medical Examiner’s Office. Receive and place on file.
6. Public Safety Communications Department – Resolution re: Declaring Official Intent to Reimburse Expenditures (Reconditioning Segments of County Trunk Highways and purchasing, installing and implementing equipment for Public Safety Communications). Referred to Planning, Development & Transportation Committee and Executive Committee. Committee approved. See Resolutions, Ordinances June County Board agenda.
7. Public Safety Communications Department – Communication from Department of Military Affairs, Wisconsin Emergency Management re: Brown County’s Emergency Management Section Quarter Year 2000 Progress Report. Receive and place on file.
8. Public Safety Communications Department – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
9. Public Safety Communications Department – Director’s report. No action.
10. Sheriff – State of Wisconsin Department of Corrections March 14, 2000 Annual Inspection of the Brown County Jail. Receive and place on file.
11. Sheriff – Human Resources Study re: Jail Management Structure Study (Melanie Falk, Human Resources). Tabled from previous meeting. Hold for one month.
12. Sheriff – Jail Population and Overtime Report. Receive and place on file.
13. Sheriff – Huber Facility Options Study (held from previous meeting). Hold for one month.
14. Sheriff – First Quarter 2000 Objective Monitoring Report. Receive and place on file.
15. Sheriff’s Report. No action.
16. Sheriff – Jail Progress Report. Receive and place on file.
17. Audit of bills. Pay the bills.

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

Approved by: \_\_\_\_\_ \s\ Nancy J. Nusbaum, County Executive \_\_\_\_\_ Date: 7/6/2000

**No. 10a -- RESOLUTION REGARDING DISALLOWANCE OF CLAIM (ANDREA & KEITH BOUCHER)**

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

Ladies and Gentlemen:

WHEREAS, a Notice of Claim and Claim was filed on April 14, 2000 in the Brown County Clerk's office; and

WHEREAS, said Claim alleges that Andrea & Keith Boucher sustained damages, and alleges that said damages were caused by Brown County and employees of Brown County; and

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

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

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the claimants Andrea & Keith Boucher, and their attorney, Thomas J. Walsh, as a notice of disallowance.

Respectfully submitted,  
ADMINISTRATION COMMITTEE

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

Approved by: \_\_\_\_\_ \s\ Nancy J. Nusbaum, County Executive \_\_\_\_\_ Date: 7/6/2000

**No. 10b -- RESOLUTION REGARDING AUTHORIZING COUNTY PARTICIPATION IN REMODELED CITY COUNCIL CHAMBERS**

A motion was made by Supervisor Krueger and seconded by Supervisor Schillinger to adopt. A motion was made by Supervisor Schadewald and seconded by Supervisor Haefs to refer back to the Administration Committee. Vote taken. Motion carried unanimously with no abstentions.

No. 10c -- **RESOLUTION REGARDING AUTHORIZING A GENERAL FUND TRANSFER FOR PARK RELATED PURPOSES**

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

Ladies and Gentlemen:

WHEREAS, the Park Department has requested a transfer of funds, for two specific purposes, which purposes are:

1. Transfer of \$5,000 from the General Fund to the appropriate Park Department account for emergency spraying of gypsy moth control at the Reforestation Camp; and
2. Transfer of \$36,400 from the General Fund to the appropriate Park Department budget account to pay for expenses from previous Brown County fairs.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves of the two budget transfers described above from the General Fund for Park related purposes.

Respectfully submitted,  
EDUCATION AND RECREATION  
COMMITTEE  
ADMINISTRATION COMMITTEE

A motion was made by Supervisor Johnson and seconded by Supervisor Krueger to adopt. Vote taken. 2/3 vote required. Motion carried unanimously with no abstentions.

Approved by:           \s\ Nancy J. Nusbaum, County Executive                     Date: 7/6/2000

No. 10d -- **RESOLUTION REGARDING AUTHORITY TO EXECUTE A 1999-2000 LABOR AGREEMENT WITH THE BROWN COUNTY CORRECTIONAL OFFICER EMPLOYEES**

TO THE HONORABLE CHAIR 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 the Brown County Correctional Officer Employees for the years 1999 and 2000, effective January 1, 1999, which agreement is attached hereto.

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

**AGREEMENT BETWEEN BROWN COUNTY  
AND  
THE BROWN COUNTY CORRECTIONS OFFICERS  
LOCAL 75  
1999-2000  
AGREEMENT**

This Agreement has been made and entered into by and between Brown County, Wisconsin, hereinafter referred to as the "Employer" and Drivers, Warehouse and Dairy Employees Union, Local No. 75, affiliated with the International Brotherhood of Teamsters, Green Bay, Wisconsin, hereinafter referred to as the "Union" for the purposes of maintaining a uniform minimum scale of wages, working conditions and hours among the employees, members of the Union and the Brown County Correctional employees per the recognition letter of January 20, 1999, to facilitate a peaceful adjustment of all grievances and disputes which may arise between the Employer and the employees.

**ARTICLE 1. RECOGNITION – DUES CHECK OFF – FAIR SHARE**

A. The Employer agrees to recognize representatives of Drivers, Warehouse and Dairy Employees Union, Local No. 75 as the exclusive bargaining agents in the matter of wages, hours and working conditions for its employees occupying the position of Correctional Officers, excepting specifically clerical, sworn, and supervisory staff as outlined in State Statute 111.70, that may be performing similar duties to those of the position of Correctional Officer.

B. (1) Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, sex, age or disability. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, age or disability.

(2) The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union and certified by the Union. As to new employees, such deduction shall be made from the first paycheck following their first one hundred eighty (180) days of employment and certified by the Union.

(3) The Employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement from their first paycheck of the month and pay the amount so deducted to the Union on or before the end of the month in which the deduction is made. Changes in the amount of

dues to be deducted shall be certified by the Union thirty (30) days before the effective date of the change.

(4) The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the provisions of this Article.

#### ARTICLE 2. DISCRIMINATION

The Employer agrees not to discharge or discriminate against any member of the Union because of Union activities and agrees to reinstate any such members of the Union in accordance with the terms for settlement of any dispute between the Employer and the Union, as hereinafter provided. The Employer agrees to grant the necessary time off without pay to an employee who has been delegated to perform a service for the Union.

Neither the Employer nor the Union shall discriminate in any manner whatsoever against any employee because of race, creed, color, national origin, sex or disability. The Employer and the Union agree to comply in all respects with the provisions of the Age Discrimination in Employment Act of 1967.

#### ARTICLE 3. EXTRA AGREEMENT

The Employer agrees not to enter into any agreement with the employees, individually or collectively, to circumvent this Agreement. If and when particular changes are desired to meet unusual circumstances, the parties requesting such changes will notify the other parties in writing at least one week in advance of the change.

#### ARTICLE 4. LEAVE OF ABSENCE

Any employee who wishes to absent himself/herself from his/her employment for any reason other than illness must make application for a leave of absence from both the Employer and the Union as required by Union by-laws. No leave shall be granted to an employee if such leave is for the purpose of obtaining more favorable work or undertaking a business venture.

It shall not be a condition for a leave of absence, but both parties recognize the desire of the Employer for the employee to use vacation time before requesting a leave of absence without pay.

No leaves shall be in excess of thirty (30) days, unless extended by renewals. Any employee failing to comply with this provision or who obtains a leave fraudulently shall suffer a loss of his/her seniority rights.

A full-time employee of the County may be granted a leave of absence with pay if called for jury duty or for a period of training of no more than two (2) weeks as a member of the organized military or naval reserves of the United States or of the State of Wisconsin. Any compensation derived from such jury duty or period of training shall be reimbursed to the County Treasurer's Office, but in no event shall the reimbursement exceed the gross pay due the employee for that period.

Employees, not to exceed two (2) who are elected or appointed to a full-time position with Teamster Local No. 75 will be granted a leave of absence without pay, not to exceed one (1) year. Any extension of such a leave must be mutually agreed upon between the parties.

When an employee in a bargaining unit leaves his/her position to accept County employment in a non-bargaining unit position, that employee may upon leaving the non-bargaining unit position, utilize his/her seniority which existed at the time of leaving the covered position and bid for any posted vacancies for which he/she is qualified for a period not to exceed two (2) years.

#### ARTICLE 5. QUITTING

Upon quitting, the Employer shall pay all money due employees, and upon request, the Employer agrees to furnish employees with a letter of recommendation insofar as circumstances permit.

#### ARTICLE 6. UNION COOPERATION

The Union agrees at all times as far as it is within its power to further the interest of the Employer.

#### ARTICLE 7. SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this contract or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider hereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement. Either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

#### ARTICLE 8. MAINTENANCE OF STANDARDS

The Employer agrees to maintain existing wages, hours, and conditions of employment, which are mandatorily bargainable at not less than the highest standards in effect at the time of the

signing of this agreement. It is understood that this provision will not prohibit the Employer from managing in those areas reserved solely to management.

#### ARTICLE 9. SUBCONTRACTING

The County agrees to review with the Union any and all jobs, which ordinarily and customarily are performed by regular employees within the bargaining unit, which the County contemplates assigning to outside contractors. If after such discussion, the County determines that it is necessary to assign such work to outside contractors, the Union shall so be notified.

#### ARTICLE 10. INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, providing however, that there is no interruption of the firm's working schedule.

#### ARTICLE 11. STEWARDS

The Employer recognizes the right of the Union to designate a job steward from the Employer's seniority list. The Union shall supply the Employer with the names of designated stewards. The authority of the job steward or alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances during working hours in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a. Have been reduced to writing, or
  - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job steward or alternate has no authority to take strike action or any other action interrupting the Employer's business. Job stewards or committee members will not unreasonably leave their work site before performing Union duties and shall notify their supervisor before so doing.

The Employer recognizes these limitations upon the authority of job stewards or alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.



## ARTICLE 12. CORRECTIVE ACTION

No employee shall be reprimanded, suspended or discharged except for just cause. The following shall be just cause for disciplinary action ranging from a warning to immediate discharge pending upon the seriousness of the offense.

- 1.) Dishonesty or falsification of records.
- 2.) Intemperate use of alcoholic beverages or drugs which affect job performance.
- 3.) Unauthorized use or abuse of County equipment or property.
- 4.) Theft or destruction of County equipment or property.
- 5.) Work stoppages such as strikes or slow downs.
- 6.) Insubordination or refusal to comply with the proper order of an authorized supervisor.
- 7.) Unlawful conduct defined as a violation of or refusal to comply with pertinent laws and regulations which such conduct impairs the efficiency of the County service.
- 8.) Unauthorized absence or abuse of sick leave.
- 9.) Use of official position or authority for personal or political profit or advantage.
- 10.) Disregard or repeated violations of safety rules and regulations.

Other circumstances may warrant disciplinary action and will be treated on a case-by-case basis.

- A.) **SUSPENSION:** Suspension is defined as the temporary removal without pay of an employee from his/her designated position. The Employer may, for disciplinary reasons, suspend an employee. Any employee, who is suspended, except probationary employees, shall be given written notice of the reasons for the action, and a copy of such notice shall be made a part of the employee's personal history record, and a copy shall be sent to the Union.
- B.) **DISMISSAL:** No employee shall be discharged except for just cause. Any employee who is dismissed, except probationary, shall be given a written notice of the reasons for the action and a copy of the notice shall be made a part of the employer's personal history record and a copy sent to the Union. Any employee who has been discharged may appeal such action through the grievance procedure and shall initiate grievance action by immediate recourse to Step 3 within five (5) working days of notice of discharge.
- C.) **DISCIPLINARY PROCEDURE:** The progression of disciplinary action normally is 1) oral, 2) written, 3) suspension, 4) dismissal. However, this should not be interpreted that this sequence is necessary in all cases, as the type of discipline will depend on the severity of the offense. In all such cases, the employee shall have the right to recourse to the grievance procedure.

The steward or alternate shall be present during all disciplinary hearings and shall receive copies of all communications concerning disciplinary actions.

## ARTICLE 13. GRIEVANCE PROCEDURE

The parties agree that prompt and just settlement of grievances is of mutual interest and concern. Employees are encouraged to orally discuss concerns, which might lead to a grievance with their

supervisors prior to filing a grievance. The time period specified in the various steps may be extended by written mutual agreement between the parties. If a grievance is not presented or moved to any subsequent step within the specified time period, then it shall be deemed waived and abandoned and it shall not therefore form the basis of a grievance. If at any step the Employer does not provide a response within the time frame specified nor does not request a time line extension, the grievance may be advanced to the next step.

For the purpose of this grievance procedure, “days” shall be defined as working days excluding Saturday, Sunday or contractually recognized holidays.

Grievances may be brought by an individual employee or employees. Should differences arise between the Employer and any employee of the Brown County Correctional Officer Union as to the meaning or the application of the provisions of this agreement, such differences should be settled in the following manner:

Step 1 – Oral Presentation – Supervisor: If an employee has a grievance, he/she shall first present the grievance orally to the employee’s immediate supervisor. Said grievance shall be presented within ten (10) days after the date of the event or the occurrence, which gave rise to the grievance. The grievance may be presented by the employee either alone or accompanied by one (1) union representative.

Step 2 – Written Presentation – Department Head: If the grievance is not resolved at Step 1 within ten (10) working days after having been presented to the employee’s supervisor, then the grievance will be reduced to writing and presented by the employee either alone or accompanied by one (1) union representative to the employee’s department head. Unless mutually waived, the department head or his designee shall hold a meeting with the grievant, one (1) union representative, and the union business agent within ten (10) days after receipt of the grievance. The department head will provide his/her written decision within ten (10) days after the Step 2 meeting.

Step 3 – Written Presentation – Human Resources Department: If the grievance is not resolved at Step 2 within ten (10) days after receipt of the department head’s decision, the grievance may be presented by the grievant or the union business agent to the Director of Human Resources or his/her designee. Unless mutually waived, the Director of Human Resources shall hold a meeting with the grievant, one (1) union representative, and the union business agent within ten (10) days of receipt of the grievant’s appeal. The Director of Human Resources agrees to render his/her decision with respect to said grievance as soon as possible but not later than fifteen (15) days after the meeting held at Step 3.

Step 4: If no agreement is reached in Step 3, the dispute shall be referred to arbitration within fifteen (15) days of the Director of Human Resources decision at Step 3. The party desiring arbitration shall within five (5) days after notifying the other party of its desire to arbitrate, request the Wisconsin Employment Relations Commission to submit a panel of five (5) arbitrators from which the parties will alternately strike until one (1) remains as the selected arbitrator. Either party may request a transcript at their own cost. Should both parties request a

copy of the transcript, the parties shall share the cost equally. Each party shall be responsible for its own witnesses. Other than those costs enumerated, the parties will equally share the cost of the arbitrator. It is understood that the arbitrator shall not have the authority to add to, subtract from, change, alter, or modify any of the terms or provisions of this agreement.

Expedited Procedure: For grievances involving the discipline of employees short of termination, these grievances may be instituted at Step 2 – the department head level. For grievances involving terminations, the grievance may be instituted at Step 3 – the Human Resources Director level.

Grievances based upon interpretation of short-term disability, casual days or testing can be originated at Step 3.

#### ARTICLE 14. HOURS OF WORK

It is agreed that the 5 on, 2 off, 5 on, 3 off, work schedule provides 76 duty hours each bi-weekly pay period. Employees shall be compensated at the rate of time and one-half (1 ½ for overtime, which shall be computed on the basis of premium pay for work performed in excess of forty (40) hours in any 5-2 or 5-3 cycle. Paid vacation, paid holidays, and paid sick leave will be considered hours worked for overtime computation.

*The parties agree that work schedules may be re-negotiated in its entirety in the successor agreement. (See shift selection process memorandum page 31)*

#### Overtime

Employees who work the 5-2, 5-3 shift shall be compensated at the rate of one and one-half (1 ½) times their normal rate for all hours worked outside of their normally scheduled hours or in excess of 8 hours in any working day, except as provided below. Employees who work the 5-2 shift shall be compensated at the rate of one and one-half (1 ½ ) times their normal rate for all hours worked outside of their normally scheduled hours or in excess of 8 hours in any working day, except as provided below.

All employees working in excess of forty (40) hours per week shall receive overtime pay.

There shall be no pyramiding of overtime.

**Note:** See Memorandums for overtime distribution and volunteering for overtime procedures (pages 28-29),

#### Comp Time

The Employer and the employee may mutually agree that overtime may be taken as compensatory time. If overtime is paid, the compensation will be paid at the rate which is in effect at the time payment is made. Employees shall not accrue compensatory time in excess of eighty (80) hours. Compensatory time will not accumulate from one calendar year to another.

The balance of compensatory time will be paid out at the end of the year. Employees may request a 60 day extension with the approval of the department head.

### Breaks

A paid fifteen (15) minute break period shall be allotted each employee in the first half of the workday and an additional paid fifteen (15) minute break period shall be allotted to each employee in the second half of the workday.

### Shift Premiums

Shift premiums of \$.20 per hour for second (afternoon) shift and \$.25 per hour for third (night) shift shall be paid to employees for actual hours worked in classifications where a 24-hour operation is in effect.

## ARTICLE 15. SENIORITY

New employees shall be on probation for the first Nine (9) months of employment. This period may be extended for one (1) additional ninety (90) day period, upon mutual agreement between the Employer and the Union. In no case shall any employee be maintained on probationary status for a period to exceed one (1) year from the anniversary date of his/her employment. If the Employer decides to use the option of extending the probationary period beyond the nine (9) month period, the Employer shall make notice of such intention to the employee and the Union fifteen (15) days prior to the termination date of the probationary period then in effect. After nine (9) months of employment, irrespective of any extensions of probation, employees will have Union dues deducted. Probationary employees shall not have access to any of the terms, conditions, rights or benefits as outlined in this Agreement, any memorandums of understanding or other letters of agreement, unless specifically noted, until successful completion of their probationary period.

### Seniority Date and Layoffs

When two (2) or more persons are hired on the same date, seniority shall be determined first by the date physically reporting to work; second, when two (2) or more people involved report on the same date, the County will use the eligibility list to rank the employees. The accepted rules of seniority shall apply as follows: In the event a layoff becomes necessary, the last employee hired shall be the first employee laid off. This will be determined by bargaining unit seniority within the class specification where the employee to be laid off is compensated as well as lower class specifications (wage wise) where the employee is qualified to work. In rehiring, the last employee laid off shall be the first rehired, provided such employee can qualify to do the work available. In no event shall any new help be hired until all regular employees are working or have had an opportunity to return to work. Any employee shall retain his/her seniority for a period of two (2) years upon layoff.

## ARTICLE 16. JOB POSTING

Job vacancies and newly created positions in the Correctional Officer classification will be filled through the established job posting procedure and the eligibility requirements for this position. It is understood, however, that due to the unique nature of the classification and the State of Wisconsin Administrative Code the County will establish an annual eligibility list. The eligibility list will be compiled each year through an outside recruitment. Therefore, the eligibility list will be comprised of outside applicants.

Any changed class specification will be copied to the Union.

## ARTICLE 17. INSURANCE

The County agrees to continue to make available to the employees a group insurance program. Such plan shall retain the terms and conditions in effect as of the date of the signing of this Agreement and benefits shall be improved as negotiated by the County and the Union. New employees will be eligible for insurance coverage the first of the month following thirty (30) days of employment.

Employees may also participate in the Co-Pay HSP and the County will pay up to the premium amount paid by the County for the Basic Health Plan with the employee paying the balance of the premium.

If any employee is laid off, the County shall pay its share of the insurance premium for any premiums due the month following the month for which the layoff occurred. The employee shall be required to pay their share of the premium.

### Health and Dental Insurance

The employee shall pay five percent (5%) of the family premium per month for the Basic Health Plan and Dental Plan. The County shall pay 95% of the family premium and 100% of the single premium for the Basic Health Plan and Dental Plan.

The parties agree that the deductible for the basic Health Plan will increase from the current 50/150 to 100/300 on December 31, 2000. As of January 1, 2000, five (.05) cents has been added to the wage rate as a quid pro quo.

### CLARIFICATIONS

1. Medically necessary disputes upon appeal ultimately be determined by a third party qualified caregiver.
2. The third party administrator of the Employer's Health Plan will determine claims paid based on the plan document. Decisions to not pay claims other than those determined to be medically necessary may be overturned by the County's Risk Manager at his/her discretion.

(in the foregoing two (2) paragraphs, there is no intent with this language to add/or remove any rights or obligations of the parties only to clarify the practice.)

### Retirees

Those employees who retire under the Wisconsin Retirement System, or those employees who become covered by Social Security by disability and who have been employed by Brown County 10 years or longer, may continue to be covered under the County's Basic Health Plan at the group rate by making self premium payments to the County.

Retired employees with at least ten (10) full years of service with Brown County and eligible for benefits under the Wisconsin Retirement System are eligible to continue health plan benefits for their lifetime and the lifetime of their current spouse provided they pay the entire premium cost. Dental plan benefits will terminate for each retiree/spouse upon the first of the month in which the retiree/spouse attains age 65. Disabled employees eligible for benefits under the Wisconsin Retirement System are also eligible for the above Health and Dental plan continuation rights.

### Life Insurance

The County agrees to make available the Wisconsin Public Employers Group Life Insurance Plan for each regular employee who wishes to maintain such coverage. Coverage shall be the employee's annual earnings rounded to the next \$1,000.00 and the cost to the employee shall be \$.10 per \$1,000.00 of coverage.

Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times the employee's annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

Retirees retiring after implementation will be eligible to participate in the plan at their own cost, subject to the exclusions and rules of the plan.

All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the participating employees.

The Life Insurance change is contingent upon 100% acceptance by all bargaining groups.

### ARTICLE 18. CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) days 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 when only a two (2) week notice is given. 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 a 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 to supplement his/her disability benefits in an amount, which will equal regular pay. Banked sick leave may be used only after casual days are exhausted.

#### ARTICLE 19. SHORT TERM DISABILITY LEAVE

Employees who have completed six (6) months (180 days) of service shall be eligible for disability leave pay 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).

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.

Sickness –coverage after three (3) work days at 75% of regular pay until the start of long-term disability coverage.

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) workdays 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 resuming 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 30 minutes prior to the employee's normal start time, or as specified in the department's policy, except in the case of an emergency. All illnesses or injuries 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 not less than 30 minutes prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.

Employees absent for disability reasons in excess of three (3) consecutive work days who return to work but return to disability 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 disability benefits with pay for a period of absence from employment, which is due to his/her personal injury, illness necessary attendance of his/her immediate family or required dental care. Immediate 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. This is administered on a per incident basis. 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 within sixty (60) days after childbirth, unless such employee presents a doctor's certificate of proof that she is unable to return to work because of her health and 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 or disability by a County representative as may be directed by the Human Resources Director or designee.

Employees will continue to receive health and welfare insurance benefits while on disability leave at the level commensurate with their employment status prior to the illness or accident. 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 Workers 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.

Employees shall have the option when on this type of leave to have their paychecks mailed to their house by their individual department head.

Part-time employees shall receive disability leave benefits on a prorated hourly basis.

If a regular full time employee who is qualified for and placed on short term disability is permitted at the sole discretion of the employer to work less than a full time schedule, such employee shall be paid at their regular rate for the hours actually worked and shall receive the 75% as a short term disability benefit for the remainder of the full time schedule.

#### ARTICLE 20. LONG TERM DISABILITY

Long term disability – Brown County’s Long Term Disability (LTD) Plan provides for eligible employees, employees who work 10 hours or more per week, 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 (see example below) 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.

*i.e.: Bob goes off work on STD due to cancer, June 1, 1999. Bob returns to work on June 30, 1999. Bob goes off work on STD due to the same or related cancer again on April 1, 2000 and remains off 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 on STD for the same or related illness on September 15, 1999. On February 13, 2000, 180 days from April 1, 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 the employee's former position if on LTD for less than one year. If the employee is on LTD for one year or more, the employee will be assigned an available position on a case-by-case basis. While on LTD, the employee will continue to accrue seniority for bargaining unit purposes, i.e., job posting, vacation selection, overtime opportunities and shift selection. 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.

4) Part time employees shall receive disability leave benefits on a prorated hourly basis.

Employees shall have the option when on this type of leave to have their paychecks mailed to their house by their individual department head.

#### ARTICLE 21. BANKED SICK LEAVE

Employees employed by Brown County prior to December 31, 1985, will have sick leave accumulation "banked" into 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 into the banked account. Fifty percent (50%) of an employee's 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.

Employees who are eligible for State Retirement or Social Security benefits shall have the option to receive fifty percent (50%) of their banked sick leave up to a maximum of ninety (90) days (maximum payout – 45 days) in the following manner:

- a. Cash payment, or
- b. Request the Employer to set up escrow account for said amount in (a) above, from which health insurance premiums shall be paid (at the Employer's group rate in full) until sum is depleted.

In the event of death of an employee, the survivor may continue to have health insurance premiums paid until the sum is depleted as in (b) above or the aforementioned 50% sum or the remainder of the escrow account will be paid in cash to the employee's estate.

Part time employees shall receive disability benefits on a prorated hourly basis.

#### ARTICLE 22. VACATIONS

All employees of the bargaining unit shall have the following schedule:

Five (5) days vacation earned during the first year of service.  
Eleven (11) days of vacation earned during the second year of service.  
Twelve (12) days of vacation earned during the fourth year of service.  
Thirteen (13) days of vacation earned during the fifth year of service.  
Fifteen (15) days vacation earned during the seventh year of service.  
Seventeen (17) days of vacation earned during the tenth year of service.  
Eighteen (18) days of vacation earned during the fourteenth year of service.  
Twenty (20) days vacation earned during the fifteenth year of service.  
Twenty-one (21) days vacation earned during the eighteenth year of service.  
Twenty-two (22) days vacation earned during the nineteenth year of service.  
Twenty-three (23) days vacation earned during the twentieth year of service.  
Twenty-five (25) days vacation earned during the twenty-fifth year of service.  
Twenty-six (26) days vacation earned during the twenty-seventh year of service.

Effective January 1, 1992, vacation credit is earned on a monthly basis; however, for scheduling purposes, vacation time earned during the calendar year is credited to the employee's vacation account at the beginning of each calendar year. Any employee who terminates his/her employment or has his/her employment terminated for any reason, shall be compensated for all earned vacation time worked as of the date of termination. The employee shall reimburse the County for any vacation time taken but not earned at the time of his/her termination.

Those employees to whom vacation is due shall be permitted to select such time, as they desire consistent with seniority and efficiency of operation and with the approval of the Employer. It is understood, however, that employees with less than six (6) months of service are not eligible to take vacation.

No employee shall be permitted to accept vacation pay in lieu of vacation unless unusual circumstances prevail, and then only after the Employer and the Union mutually agree.

As of January 1, 1983, an employee cannot carry more than thirty (30) days of vacation at the end of the calendar year. Employees hired after January 1, 1983, cannot carry more than ten (10) days of vacation at the end of the calendar year. Regular part time employees shall be eligible for vacation on a prorated basis in accordance with the outlined schedule.

**Note:** For purposes of signing for vacations, see Memorandum of Understanding (pages 32-33).

#### ARTICLE 23. LONGEVITY

Employees who have the required years of service shall receive benefits according to the schedule below, to be paid bi-weekly:

Beginning of 8<sup>th</sup> year \$120.00 per year.  
Beginning of 12<sup>th</sup> year \$240.00 per year.  
Beginning of 16<sup>th</sup> year \$360.00 per year.

Part time employees shall earn longevity based on their percentage of employment in accordance with the method provided in ARTICLE 27 – PART TIME EMPLOYEE BENEFITS. The amount of the benefit shall be prorated from the schedule provided above for full time employees.

#### ARTICLE 24. HOLIDAYS

All employees who have been employed for a period of thirty (30) days shall receive a full day's pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition to the above mentioned holidays, the last half of the work day (4 hours) of Christmas Eve, New Year's Eve, and the Friday before Easter shall also be observed with pay. Employees required to work any part of the above mentioned holidays shall be paid double (2) times their regular rate of pay in addition to holiday pay.

During the first year of employment the employee will become eligible for one personal holiday after the first two months of employment, the second personal holiday at the end of the fourth month of employment, and the third personal holiday at the end of the sixth month of employment, to be taken on a date which is mutually agreeable between the employee and the supervisor. For all years thereafter the employee is eligible as of January 1 for the three (3) personal holidays. Employees will be paid double time for all hours worked on Easter.

Should any of the above mentioned holidays, including one-half (1/2) day holidays happen to fall on an employee's regularly scheduled day off, such employee shall be granted compensable time off on another day mutually agreed upon between the employee and the Employer.

For the purposes of the compensation of Holidays for under this section, holidays will be deemed to commence at 7:00 a.m. the day of the holiday. The holiday will be deemed to continue to run until 6:59 a.m. the next day. Employees who commence work during the 7:00 a.m. to 6:59 a.m. period will be compensated at the holiday premium rate. Employees who commence work outside of the 24-hour period will be compensated at the regular rate.

For the purposes of the compensation of holidays employees working a 5-2 schedule under this section, holidays will be deemed to commence at 12:00 a.m. the day of the holiday. The holiday will be deemed to continue to run until 11:59 a.m. that day. Employees who commence work during the 12:00 a.m. to 11:59 a.m. period will be compensated at the holiday premium rate. Employees who commence work outside of the 24-hour period will be compensated at the regular rate.

Should any of the above mentioned holidays fall on Saturday, the preceding Friday will be observed. If any of the above mentioned holidays fall on Sunday, the following Monday will be observed as the holiday. For those employees who are normally scheduled to work the actual holiday, the actual holiday will be observed as the holiday. One half (1/2) day holidays preceding full holidays will be observed on the preceding workday.

Regular part time employees will receive holiday pay on a prorated basis in accordance with the outlined schedule.

All full time correction officers will receive their full holidays added to their vacation in the beginning of the year or shall receive the pay the beginning of the year. Part time correction officers will be paid their pro-ration for their holidays when the holiday occurs.

#### ARTICLE 25. FUNERAL LEAVE OR BEREAVEMENT

In the case of the death of a member of the immediate family of a regular full or part time employee, the employee will be granted as excused, paid absence of three (3) consecutive *work* days either for bereavement purposes commencing the day of the death or to attend the funeral. Should any death occur during an employee's vacation, he/she shall receive additional time off with pay for any scheduled work day affected at a time to be mutually agreed upon.

"Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child of employee, stepchildren, grandchildren, grandparents, father-in-law, mother-in-law, or step-parents. Employees will be entitled to compensation for one day to attend the funeral of the spouse's grandparents or of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, aunt or uncle of the employee or spouse.

In the case of the death of a spouse's grandparent or of a son-in-law or daughter-in-law, brother-in-law, or sister-in-law, aunt or uncle of the employee or spouse, the regular part time employee shall be granted one (1) day with pay to attend the funeral provided such day is a scheduled work day. If the funeral day is not a scheduled workday, the employee will not be paid for this one day.

#### ARTICLE 26. UNIFORM ALLOWANCE

All employees shall receive a uniform allowance account annually from which they will be required to purchase uniforms, including a utility belt. Employees will be required to turn in receipts, unless direct bill by approved vendor is used for the items purchased with their uniform allowance.

New employees will receive a complete annual uniform allowance account upon their employment. Should their employment terminate prior to completing their probationary period, they will reimburse the County the entire amount received for their uniform allowance or the County will deduct the entire amount from their final paycheck.

A carry over of fifty percent (50%) of the allotted clothing allowance will be allowed from year to year effective January 1, 1997.

Any time there is a change in uniforms, equipment or accessories which change is authorized by the county, then the County shall pay for the full cost of said change.

Uniforms or clothing that are damaged while performing normal duties shall be replaced subject to the following procedures: a) the incident must be reported and documented by the on-shift supervisor; b) the incident must be reported during the same shift that the incident took place; and c) any damaged clothing must be turned in to the on-shift supervisor.

#### ANNUAL UNIFORM ALLOWANCE

January 1, 2000                      \$275.00

#### ARTICLE 27. PART TIME EMPLOYEE BENEFITS

Benefits for regular part time employees provided on a pro rata basis shall be calculated by management using a list of regular part time positions on which list each part time position is established as a percentage of a full time position. (i.e. part time position, 18 <sup>3</sup>/<sub>4</sub> hours per week, is 50% of a 37 <sup>1</sup>/<sub>2</sub> hour regular full time position). Full time employee hours for similar positions will be used for calculation purposes. These percentages will be submitted for review and change if a significant change (8% including numerical rounding from 7.5% or above) takes place in a part time position's work schedule. In any event, these percentages will be reviewed no less than once each year in January.

When a part time employee is hired in any month following January of a calendar year, their work schedule will be reviewed upon completion of the next succeeding 12 months after their date of hire. If, according to the contract language, "a significant increase" has occurred, the pro ration of their benefits would take place from the end of their initial 12 months through the end of that calendar year. In the January following said pro ration when calculating the pro ration for their first full "calendar year" of employment, those months used in the initial calculation would be reused to calculate their benefit level.

However, if an employee is hired at a particular level and receives a permanent increase in assignment, their benefit level would immediately be readjusted based upon said increase in employment. This action would then supersede a review the following January for their previous calendar year's employment.

Changes to an employee's level of benefits will be submitted by the Human Resources Department to the Payroll Office to be implemented in the first pay period of February. Refer to specific contract articles for further information.

#### ARTICLE 28. WISCONSIN RETIREMENT SYSTEM

The Employer shall contribute to the Wisconsin Retirement System on behalf of the employee's retirement contribution. To be eligible for the retirement contribution, the employee must complete or have completed six (6) months of service with the employer.

The Employer's contribution will be effective the first pay period of each contract year. The contribution schedule will be administered as follows:

(Maximum contribution on a bi-weekly basis)

1-1-1999	\$ 98.00
1-1-2000	\$101.00
7-1-2000	\$105.00

ARTICLE 29. WAGES

The employer agrees to pay the following minimum rate of pay for the prescribed hours of work. Paydays will be biweekly with a one week hold back.

Regular part time employees shall be paid in accordance with the established rates for the classifications in which they are performing work.

	<u>1-1-1999</u>	<u>1-1-2000</u>	<u>7-1-2000</u>
Start	\$13.55	\$13.96	\$14.60
1 year	\$14.23	\$14.66	\$15.27
2 years	\$14.75	\$15.19	\$15.64
5 years	\$14.91	\$15.36	\$15.97

Juvenile Superintendent – \$1.00 above highest Correctional Officer wage rate.

ARTICLE 30. TESTING

The following agreement has been reached between the Drivers, Warehouse and Dairy Employees Union, Local No. 75, representing the Corrections employees and Brown County.

The parties agree with respect to viewing tests and test results of employees who have taken these tests as a part of the selection process for filling vacancies within Brown County, the procedure will be as follows.

First, Brown County will continue to utilize a certification form signed by the test developer and reviewed by a department head and will show this completed form to the appropriate Teamster representative upon request.

Second, Brown County will keep all certification forms on file for all tests that are administered for vacant positions. Brown County will also retain all employee tests taken for a vacant position for one year and will provide each employee with an area analysis of their individual tests.

Third, the parties agree that should individual members of Teamsters, Local 75 or the Teamsters Local Union believe that a test which has been administered by Brown County to fill a vacant position is not reflective of the job duties and responsibilities as listed in the class specification which in turn has caused an individual member or members to score below the “minimum acceptable score” or to not be awarded the specific position, they will raise the issue with either the Union or the Brown County Human Resources Department. These individuals or the Union, after raising the issue, can have a meeting with an independent consultant familiar with the area

for which the test was given along with the department head or department heads from the areas where the position is actually utilized within the County. The test developer, one (1) Union representative from Teamsters, Local 75 and one (1) representative from the Brown County Human Resources Department will meet with the independent selected consultant for a review of the class specification and test to determine relevancy and applicability.

Fourth, the Brown County Human Resources Department and a Teamsters, Local 75 representative will by mutual agreement select the consultant. The parties agree that the determination of the consultant regarding relevancy will be final.

If the test is found to be non-relevant or non-applicable, Brown County will be required to develop another test for the position. If, however, the test is found to be relevant and/or applicable, the test results will remain as initially stated.

The parties to this agreement agree that should the independent consultant require any kind of fee for the service that they provide, the parties will split the fee. The parties further agree that it may not be necessary for the test developer to be a party to this independent review.

#### ARTICLE 31. JOB ANALYSIS PROCEDURE

The following agreement has been reached between the Drivers, Warehouse and Dairy Employees Union, Local No. 75, International Brotherhood of Teamsters, representing the Correctional Employees and Brown County.

The parties recognize that the Human Resources Department/Management will provide recommendations to the appropriate standing committee for final action by the Brown County Board. Therefore, the following outlines the Job Analysis Procedure.

If the supervisor and/or the employee feels a position's job duties have changed significantly and warrant a job analysis, a written request and a completed Position Description Questionnaire shall be submitted by the employee to his/her immediate supervisor and the Human Resources Department.

The job analysis request and the completed Position Description Questionnaire shall be given to the department head with a copy sent to the Human Resources Department. It will be the employee's responsibility to get the notification form date stamped by the Human Resources Department, which will be the effective date for a potential reclassification.

All studies performed by the Human Resources Department will include participation by the employee, department head, and any other individual(s) knowledgeable of the employee's job responsibilities.

The Human Resources representative will complete a written analysis and recommendation that will be sent to the department head, immediate supervisor and a copy will be sent to the appropriate union representative. The Human Resources representative will conduct a meeting



with the affected employee to review the findings of the job analysis. The employee will also receive a copy of the written analysis and recommendation.

The job analysis recommendation will be appropriately processed and presented through the standing committee process for final action by the Brown County Board. The Human Resources Department will recommend that the job analysis determination and recommendation be retroactive to the date which is date stamped on the written request which included a completed Position Description Questionnaire.

It shall not be a violation of this Agreement for any employee covered by this Agreement to submit a request for a job analysis to the supervisor and/or any other parties necessary to approve such a job analysis.

**ARTICLE 32. PARKING EXPENSE**

Each employee is responsible for making arrangements to acquire and pay for a parking space if the employee elects to drive a vehicle to work.

**ARTICLE 33. TUITION ASSISTANCE PROGRAM**

The following agreement has been reached between Brown County and the Drivers, Warehouse and Dairy Employees Union, Local No. 75, International Brotherhood of Teamsters, representing the Correctional employees, and Brown County.

Employees will be eligible to participate in the Tuition Assistance Program providing money has been budgeted within the employee’s respective departmental budget. The procedure to be used will be as set forth in section 4.83 of the Brown County Code.

**ARTICLE 34. DURATION OF AGREEMENT**

This Agreement shall become effective as of January 1, 1999, and shall remain in force and effect to and including December 31, 2000, and shall renew itself for additional one year periods until and unless either party, prior to June 1, before the expiration of this Agreement and the expiration of any of its renewal dates, notify the other party in writing that it desires to alter or amend the same at the end of the contract.

It is understood and agreed that if any article or portion of this Agreement is in conflict with the statutes of the State of Wisconsin governing municipalities, such article or portion shall be declared invalid and negotiations shall be instituted to adjust such article or portion.

_____		_____	
COUNTY	DATE	UNION	DATE

**MEMORANDUM OF UNDERSTANDING**  
**PPO**

The County shall make available to employees a PPO as an additional and alternative health plan at a time and at its discretion during 2000 with the following understandings:

1. Coverage shall be as outlined in the final document.
2. The County shall pay ninety-five per cent (95%) (i.e. the employee shall pay 5%) of the family premium and one hundred 100% of the single premium for such plan. The plan deductible shall be \$50.00 for the single plan and \$150.00 for the family plan.
3. There shall be no guarantee that the provider networks will remain the same or will be continued during or after the term of this agreement. Notice will be required prior to discontinuance of any provider networks in sufficient time to allow employees to opt into another plan at the time of the change or annually during the open enrollment period before the change is implemented. If the county continues to offer this plan after the expiration of this contract, the County agrees that coverage will be negotiable. Individual providers will not be guaranteed.
4. Maximum allowable fee as used in the PPO and Usual and Customary fee as used in the Basic and HSP plans are intended to be synonymous terms.

For the County:

For the Union:

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COUNTY

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**MEMORANDUM OF UNDERSTANDING**  
**Work Week**

The parties agree to the following as a matter of practice:

1. Some employees may be assigned to a regular work week that shall consist of eight (8) hours per day, Monday through Friday, and forty (40) hours per week.
2. Changing hours for the purpose of training: the Employer shall retain the right to change an employees normally scheduled hours for the purpose of training.

For the County:

For the Union:

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DATE

**ADDITIONAL MEMORANDUMS OF UNDERSTANDING**  
**Insurance**

**Dental Insurance**

The County will explore discounts for dental services during the term of the contract.

For the County:

For the Union:

COUNTY	DATE	UNION	DATE
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**Vision Insurance**

The County will explore discounts for vision services during the term of the contract.

For the County:

For the Union:

COUNTY	DATE	UNION	DATE
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**Retiree Insurance**

The County will explore alternative insurance for retirees during the term of the contract.

For the County:

For the Union:

COUNTY	DATE	UNION	DATE
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**ADDITIONAL MEMORANDUMS OF UNDERSTANDING (continued)**

**Insurance**

**Long Term Care**

The County shall make available a Long term Care insurance policy in which employees may participate at the employee's own cost.

For the County:

For the Union:

COUNTY	DATE	UNION	DATE
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**Direct Deposit**

The County will allow employees to direct deposit payroll checks under the same guidelines as administrative employees. The County is not responsible for late deposits.

For the County:

For the Union:

COUNTY	DATE	UNION	DATE
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**SIDE AGREEMENT**

**Safety Equipment**

The following agreement has been reached between the Drivers, Warehouse and Dairy Employees Union, Local No. 75, International Brotherhood of Teamsters, representing the Correctional Officers employees and Brown County.

The Employer shall make available at the work site at all times, the following safety equipment:

- 15 full C.E.R.T. gear sets, multiple sizes
- Bag valve masks
- Latex and non-latex gloves
- Bio-suits (plastic or other suitable material, other than paper)

**MEMORANDUM OF UNDERSTANDING**  
**Overtime Distribution Procedure**

The parties agree to the following as a matter of practice:

**OVERTIME DISTRIBUTION PROCEDURE**

**Scheduled Absences**

In cases of known absences, at least five (5) calendar days from date of occurrence.

1. Employees who are on a scheduled day off (not including those scheduled off on compensatory time, personal leave days or vacation) will be asked first by section seniority to fill such absences.
2. Volunteers by seniority on both ends of the vacant shift.
- 3a. Junior staff member on both ends of the vacant shift will be required to work should the senior staff member turn down the request.
  - b. Unless mutually agreed, no person, who by seniority, volunteers to work overtime may cancel said overtime unless cancellation is made five (5) days prior to the day the overtime is available.  
Unless mutually agreed, no person, who by seniority, decides to work overtime previously signed for, may bump a less senior employee from the overtime unless done so five (5) days prior to the day overtime is available.
- c. Approved scheduled vacancies will be posted by management as soon as the vacancy occurs.
- d. No staff member will be required to work more than three (3) twelve (12) hour shifts in a five (5) calendar day period.
4. When a position requires a worker of a specific gender, above referenced procedure may not apply as stated.
5. Employees will not be forced to report to work on their scheduled day off, including compensatory time, personal leave days and vacation, unless all other remedies to fill a vacancy have failed.
6. In cases of unscheduled absences of less than five (5) calendar days, the call-in procedure will commence at step 2.  
Holidays, vacations, days off, comp time and personal leave days will begin four (4) hours after the end of the employee's last scheduled work day. These employees' shifts will not be extended beyond the employee's regular eight (8) hour workday until the following remedies have failed to find someone to fill the vacancy:

- A. Volunteers from affected sections

- B. Volunteers from the entire jail
- C. Force employees from the affected section
- D. Force employees from the entire jail

Once an employee leaves the work site and has scheduled time off as referenced above, she/he will, under no circumstances, be forced to work prior to his/her next scheduled shift unless the following remedies have been exhausted.

- A. Volunteers to fill vacancy from affected section
- B. Volunteers from the entire jail
- C. Force employees from the affected section
- D. Force employees from the entire jail

- 7. For purposes of call-in when open hours occur, supervisors will utilize the established call-in procedures or will designate who will be responsible to use the call-in procedure.
- 8. This policy will be subject for review and possible modification, with approval of the parties, in January 1995.

Anyone volunteering to work on his or her scheduled day off will under no circumstances be required to work more hours than they volunteered for unless all of the following remedies have failed to produce someone to fill the vacancy.

- A. Volunteers from affected sections
- B. Volunteers from the entire jail
- C. Force employees from the affected section

For the County:

For the Union:

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNION

\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING**  
**Volunteering for Overtime**

The following language is agreed to on a trial basis and only applicable during this labor agreement.

Employees volunteering for overtime hours will only be forced to work the hours volunteered for and will not be forced to work more hours unless the following remedies to fill the vacant extra hours have been exhausted.

- 1. Ask for volunteers from affected section
- 2. Ask for volunteers from entire jail
- 3. Force employees from affected section that have not worked 3-12 hour shifts in 5 days or 8 consecutive days.

For the County:

For the Union:

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COUNTY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNION

\_\_\_\_\_  
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**MEMORANDUM OF UNDERSTANDING**  
**Shift Selection Process**

The parties agree that the annual shift selection bulletin will be froze as of the posting in December 1999 to 2000. The parties agree to continue to meet and discuss the shift and section selection process for the new jail. Until such time a successor contract is in place, the current bulletin is effective.

**JAIL SECTIONS**

- Main
- Huber
- Juvenile
- Booking
- Female

For the County:

For the Union:

\_\_\_\_\_  
COUNTY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNION

\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING**  
**Signing for Vacations**

The parties agree to the following as a matter of practice:

**SIGNING FOR VACATIONS**

1. 1<sup>st</sup> SIGNING: in determining vacation selection, when choosing the amount of vacation days permissible to sign that it be unlimited based on seniority.
2. 2<sup>nd</sup> SIGNING: It will be permissible to sign for any remaining vacation, casual, or personal days.
3. If the first two signings are not complete, any officer requesting vacation time off (via request card) are required to check with senior officers in their assigned section as to whether he/she desires the particular day off. If no senior officer desires the specified day, the request will be approved by administration.
4. After the 1<sup>st</sup> and 2<sup>nd</sup> signings are completed, the vacation books will be put away. Request cards will request all remaining time off.
5. Signing the vacation book will be performed by seniority. Once the vacation book gets to the senior officer he/she will have two (2) working days to make their selection.

6. Cancellations: There will be no cancellation of vacation, comp time, casual or personal days until after the second signing is completed. Cancellations must be approved by administration.
  - (a) Cancellations must be received no later than the 25<sup>th</sup> day of the month preceding the day(s) to be cancelled.
7. Vacation will be allowed only on the shift or section assigned to.
8. Vacation voided because of transfer, retirement or death will be left open for officers to take or refuse. Seniority will prevail after refusal.
9. Officers cannot sign for more vacation, casual, personal and compensation time than they accrued.
10. Employees shall be entitled to take vacation in one-half (1/2) day segments, provided that such request cannot be made more than 10 days in advance of the requested time off.
11. All vacations must be requested at least 72 hours in advance.

For the County:

For the Union:

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DATE

**MEMORANDUM OF UNDERSTANDING**  
**Field Training Officers**

The following agreement has been reached between the Drivers, Warehouse and Dairy Employees Union, Local No. 75, International Brotherhood of Teamsters, representing the Correctional Employees and Brown County.

The parties agree that those employees acting, as Field Training Officers will receive a premium of \$.80 per hour.

This premium will not be applicable while filling overtime vacancies that do not require the employee to perform F.T.O. duties.

It is understood by the parties that future negotiations may include discussions regarding rank and/or a form of career path for corrections. The duties of field training along with the premium may be re-negotiated by the parties and included or added to a ranking structure.

For the County:

For the Union:

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COUNTY

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UNION

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DATE

A motion was made by Supervisor Clancy and seconded by Supervisor Moynihan to adopt. Vote taken. Roll Call #10d1:

Ayes: Antonneau, Bunker, Krueger, Hansen, Zima, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schadewald, Schmitz, Haefs, Kaye, Hinkfuss, Johnson, Kuehn, Marquardt, Schillinger, Moynihan, Simons

Abstain: Williquette

Excused: Schmitt  
Total Ayes: 22 Abstain: 1 Excused: 1  
Motion carried.  
Approved by:       \s\ Nancy J. Nusbaum, County Executive       Date: 7/6/2000

**No. 10e -- ORDINANCE TO ESTABLISH SECTION 3.27 OF THE BROWN COUNTY CODE CONCERNING REGISTER OF DEEDS**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1 - REGISTER OF DEEDS DOCUMENT RECEPTION TIME CUT-OFF**

Pursuant to Section 59.20, Wis. Stats. (1997-98), the cut-off reception time for filing and recording of documents is hereby advanced by one-half hour in any official business day during which time the Register of Deeds office is open to the public, in order to complete the processing recording and indexing to conform to the day of reception.

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

Respectfully submitted,  
PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

A motion was made by Supervisor Antonneau and seconded by Supervisor Bunker to adopt. Vote taken. Motion carried unanimously with no abstentions.

Approved by:       \s\ Nancy J. Nusbaum, County Executive       Date: 7/6/2000  
Approved by:       \s\ Darlene K. Marcelle, County Clerk       Date: 7/10/2000  
Approved by:       \s\ Timothy A. Hinkfuss, Board Chairman       Date: 7/10/2000

**No. 10f -- RESOLUTION REGARDING DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES (RECONDITIONING SEGMENTS OF COUNTY TRUNK HIGHWAYS AND PURCHASING, INSTALLING AND IMPLEMENTING EQUIPMENT FOR PUBLIC SAFETY COMMUNICATIONS)**

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

Ladies and Gentlemen:

WHEREAS, the Internal Revenue Service has promulgated Internal Revenue Code SS.1.150-2 (the "Regulations") with respect to proceeds of tax-exempt borrowings used to reimburse prior capital expenditures; and



WHEREAS, one of the requirements of the Regulations is that an issuer must timely declare an intention to reimburse itself for the expenditures from proceeds of a tax-exempt borrowing (“Official Intent”); and

WHEREAS, Brown County (the “Issuer”) expects to issue \$1,515,000 of bonds for the purpose of paying the costs of reconditioning segments of County Trunk Highways “W”, “PP” and “T”; and

WHEREAS, the Issuer expects to issue an additional \$3,690,000 of bonds for the purpose of purchasing, installing, and implementing equipment for public safety communications (joint dispatch); and

WHEREAS, certain expenditures may be made in connection with the projects described above (the “Projects”) prior to the issuance of the bonds for which the Issuer will seek reimbursement from proceeds of the bonds once the bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, pursuant to the Regulations, that:

1. It is the reasonable intention of the Issuer to use proceeds of the bonds to reimburse expenditures made on the Projects as defined above.
2. The reimbursable expenditures herein described shall consist of funds borrowed from the County General Fund and shall be reimbursed from the bond issue.
3. The maximum principal amount of debt to be issued to reimburse expenditures made on the Projects is reasonably expected, on the date hereof, to be \$5,205,000.
4. This Resolution shall be maintained in the minutes of the governing body of the Issuer, and, as such, is a public record available for public inspection pursuant to Subchapter II of Chapter 19 of the Wisconsin Statutes.
5. This Statement of Official Intent is made pursuant to Internal Revenue Code Regulation SS.1.150-2.

Respectfully submitted,  
PLANNING, DEVELOPMENT &  
TRANSPORTATION COMMITTEE  
PUBLIC SAFETY COMMITTEE  
EXECUTIVE COMMITTEE

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

Approved by:           \s\ Nancy J. Nusbaum, County Executive                                Date: 7/6/2000

**No. 11 --       Such other matters as authorized by law.**

Supervisor Zima spoke on his ideas of budgeting better.

Supervisor Collins stated he feels the County’s procedure for budgeting is a responsible one.

**No. 12 -- Bills over \$10,000 for periods ending May 31, 2000.**

A motion was made by Supervisor Schillinger and seconded by Supervisor Hansen to adopt. Vote taken. Motion carried unanimously with no abstentions.

**No. 13 -- Closing Roll Call.**

Present: Antonneau, Bunker, Krueger, Hansen, Zima, Queoff, Vanden Plas, Collins, Clancy, Fleck, Watermolen, Schadewald, Schmitz, Haefs, Kaye, Hinkfuss, Johnson, Kuehn, Marquardt, Schillinger, Moynihan, Simons, Williquette

Excused: Schmitt

Total Present: 23 Total Excused: 1

**No. 14 -- Adjournment to Wednesday, July 19, 2000 at 7:30 p.m., Legislative Room, 100 N. Jefferson Street, Green Bay, Wisconsin.**

A motion was made by Supervisor Moynihan and seconded by Supervisor Hansen to adjourn to the above date and time. Vote taken. Motion carried unanimously with no abstentions.

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BROWN COUNTY CLERK