

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
MAY 19, 2010

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, May 19, 2010, at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:05 p.m. by Vice Chair, Supervisor Mary Scray

Invocation.

Pledge of Allegiance to the Flag.

Present: Tumpach, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Brunette, Evans, Buckley, Dantine, La Violette, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: Vander Leest

Supervisor Zima arrived at 7:10 p.m.

Total Present: 25 Total Excused: 1

No. 1 -- ADOPTION OF AGENDA.

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

No. 2 -- COMMENTS FROM THE PUBLIC REGARDING AGENDA ITEMS ONLY.
None.

No. 3 -- APPROVAL OF MINUTES OF COUNTY BOARD OF APRIL 20, 2010.

A motion was made by Supervisor Nicholson and seconded by Supervisor Kaster “**to approve the minutes of April 20, 2010.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 4 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Nicholson announced the Wilder Park Association will be holding a fundraiser on Saturday, May 22, 2010 from 11:00 am to 4:00 pm and invited all to attend.

Supervisor Krueger invited all to attend L-Z Lambeau tribute to the Vietnam Veterans this Friday through Sunday. He also announced that County Executive Hinz will be riding in the event. Please come and show your support for our veterans this weekend.

Supervisor Theisen announced St. Mary of the Angels Church Picnic will be Sunday, June 13, from 10:30 am to 5:30 pm and invited all to attend.

Supervisor Evans announced St. Jude's Church, 1420 Division St., will be holding its annual parish picnic on June 5 and 6 and invited all to attend.

Supervisor Fleck announced Celebrate De Pere will be Memorial Day Weekend and invited all to attend.

Supervisor Scray updated the County Board on LEAN assessment in the Veteran's Office and Facilities Department. Ms. Scray encouraged County Board Members to attend LEAN monthly meetings which are scheduled for the first Thursday of the month at 9:00 am in the Veteran's meeting room on the 6th floor of the Northern Building.

No. 5 -- COMMUNICATIONS. NONE. LATE COMMUNICATIONS:

No. 5a -- FROM SUPERVISOR LUND REGARDING: LOOK AT THE IDEA OF ESTABLISHING AN AD HOC COMMITTEE TO EXAMINE POSSIBLE SITES FOR THE SHERIFF DEPARTMENT. MEMBERSHIP TO INCLUDE COMMUNITY MEMBERS AND COUNTY BOARD MEMBERS.

Refer to Executive Committee.

No. 6 -- APPOINTMENTS BY COUNTY EXECUTIVE.

No. 6a -- CONFIRMATION/APPOINTMENT OF ELLEN SORENSEN AS DIRECTOR OF ADMINISTRATION.

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

No. 6b -- REAPPOINTMENT OF SENATOR ROBERT COWLES, GILES TASSOUL AND MARGARET JENSEN TO THE PROFESSIONAL FOOTBALL STADIUM DISTRICT.

A motion was made by Supervisor La Violette and seconded by Supervisor Kaster "to approve the above appointments". Voice vote taken. Motion carried unanimously with no abstentions.

No. 6c -- APPOINTMENT OF TOM KLIMEK AND REAPPOINTMENT OF JOHN HANITZ AND SUPERVISOR BERNIE ERICKSON TO THE HARBOR COMMISSION.

A motion was made by Supervisor Clancy and seconded by Supervisor Fleck "to approve the above appointments". Voice vote taken. Motion carried unanimously with no abstentions.

No. 6d -- APPOINTMENT OF ALLISON DRAHEIM TO THE HUMAN SERVICES BOARD.

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

No. 6e -- APPOINTMENT OF MARK VANDENBUSCH TO THE SOLID WASTE BOARD.

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

No. 7a -- REPORT BY COUNTY EXECUTIVE.

County Executive Hinz announced that following a Kaizen event in the Veterans Office, Bonnie Fermanich, an employee of the Veterans Office, who was apprehensive about the event, considers herself to be the “Queen of LEAN.”

Executive Hinz also announced that there are tickets available for the Saturday evening program for L-Z Lambeau.

The County Executive announced that the Facilities Master Plan Committee is meeting on Wednesday, May 26 from 5-7 pm, and to call the County Board Office if you plan to attend. The cost benefit analysis of the Sheriff Dept, Drug Task Force, and the Denil Property will be available on Friday. He added if anyone has any ideas, to please bring them forward.

Mr. Hinz welcomed Ellen Sorensen as the new Director of Administration.

Executive Hinz encouraged participation in the June 12 Bellin Run. Shirts for participants were designed by Syble Hopp students and are available by contacting Kari in the Executive Office.

County Executive Hinz stated that the Buyer’s Agreement for the Sheriff Department stands before the County Board tonight, and encourages the board to support this agreement.

No. 7b -- REPORT BY BOARD CHAIRMAN.

Chairman Zima announced that as of today, three individuals were interviewed for the part-time position in the County Board Office. He is pleased to announce they have hired Anna Meert from the Human Resources Department to fill this position.

Mr. Zima stated that the Buyer’s Agent agreement is before the Board tonight. Mr. Joe Van Deurzen is present at this meeting and Chairman Zima explained Mr. Van Deurzen’s background in real estate. Mr. Zima explained Mr. Van Deurzen will work for Brown County to bring the best deal possible and hopes the long range plans for this will be available in the next couple of months.

No. 8 -- OTHER REPORTS.

No. 8a -- TREASURER'S FINANCIAL REPORT FOR MONTH OF DECEMBER 31, 2009

A motion was made by Supervisor Krueger and seconded by Supervisor Lund "to allow one vote for items 8a, 8b and 8c". Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Kaster and seconded by Supervisor Carpenter "to adopt items 8a, 8b and 8c". Voice vote taken. Motion carried unanimously with no abstentions.

BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF DECEMBER

Following is a statement of the County Treasurer of the Cash on Hand and in the General Account from the Brown County Treasurer as of December 31, 2009.

Associated Bank and Chase Bank	\$17,663,951.34
Bank Mutual and Denmark State Bank	\$23,588,554.56
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$3,925,958.50
Emergency Fund	(\$291,382.85)
NSF Checks Redeposited	\$19,338.61
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$6,976.03)
UMR Sweep Account	(\$487,087.70)
Bank Error(s)	\$0.00
Total	\$44,412,356.43
Less Outstanding Checks	(\$1,393,320.59)
Other Reconcilable Items	\$0.00
Balance Per County	\$43,019,035.84

Following is a statement of the County Treasurer of the Working Capital reserves placed in time deposits in the designated public depositories within Brown County for the purpose of investments as of December 31, 2009.

	<u>2008</u>	<u>2009</u>
Year-to-Date Interest Received	\$4,938,038.62	\$2,315,485.59
Interest Received-Current Month	\$255,357.06	\$112,544.55
Year-to-Date Interest Unrestricted Funds	\$5,193,395.68	\$2,428,030.14
Working Capital Reserves Invested	\$66,191,070.55	\$139,383,525.65
Restricted Investments	\$39,904,011.85	\$10,873,517.59
Total Funds Invested	\$106,095,082.40	\$150,257,043.24
Certificates of Deposits	\$16,350,000.00	\$11,850,000.00
Treas-Gov't Agencies	\$42,337,327.44	\$41,062,890.57
Commercial Paper	\$0.00	\$0.00
Money Mkt-Pool	\$47,407,754.96	\$97,344,152.67
Total	\$106,095,082.40	\$150,257,043.24

Rate of Return: 2.460% 1.180%

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of December 31, 2009. Statement of Investments for the month of December have been compared and examined, and found to be correct.

/S/ Kerry M. Blaney
Kerry M. Blaney, County Treasurer

Approved by: \s\ Tom Hinz, County Executive Date: 5/24/2010

No. 8b -- TREASURER'S FINANCIAL REPORT FOR MONTH OF JANUARY 31, 2010

BROWN COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF JANUARY

Following is a statement of the County Treasurer of the Cash on Hand and in the General Account from the Brown County Treasurer as of January 31, 2010.

Associated Bank and Chase Bank	\$12,833,446.10
Bank Mutual and Denmark State Bank	\$6,299,322.23
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$2,350,923.22
Emergency Fund	(\$100,179.07)
NSF Checks Redeposited	\$3,754.75
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$27,295.83)
UMR Sweep Account	(\$589,837.36)
Bank Error(s)	\$0.00
Total	<u>\$20,770,134.04</u>
Less Outstanding Checks	(\$3,899,290.88)
Other Reconcilable Items	(\$9,772.05)
Balance Per County	<u>\$16,861,071.11</u>

Following is a statement of the County Treasurer of the Working Capital reserves placed in time deposits in the designated public depositories within Brown County for the purpose of investments as of January 31, 2010.

	2009	2010
Year-to-Date Interest Received	\$0.00	\$0.00
Interest Received-Current Month	<u>\$155,912.86</u>	<u>\$17,792.97</u>
Year-to-Date Interest Unrestricted Funds	<u>\$155,912.86</u>	<u>\$17,792.97</u>
Working Capital Reserves Invested	\$95,028,096.69	\$132,460,005.87
Restricted Investments	<u>\$39,904,011.85</u>	<u>\$10,026,831.83</u>
Total Funds Invested	<u>\$134,932,108.54</u>	<u>\$142,486,837.70</u>

Certificates of Deposits	\$16,350,000.00	\$11,850,000.00
Treas-Gov't Agencies	\$45,882,503.61	\$40,078,429.20
Commercial Paper	\$14,998,015.98	\$0.00
Money Mkt-Pool	\$57,701,588.95	\$90,558,408.50
Total	\$134,932,108.54	\$142,486,837.70

Rate of Return: 1.225% 1.161%

I, Kerry M. Blaney, Brown County Treasurer, do hereby certify that the above statement of Cash on Hand and in the General Account as of January 31, 2010. Statement of Investments for the month of January have been compared and examined, and found to be correct.

/s/ Kerry M. Blaney
Kerry M. Blaney, County Treasurer

Approved by: /s/ Tom Hinz, County Executive Date: 5/24/2010

No. 8c -- TREASURER'S FINANCIAL REPORT FOR MONTH OF FEBRUARY 28, 2010

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

Following is a statement of the County Treasurer of the Cash on Hand and in the General Account from the Brown County Treasurer as of February 28, 2010.

Associated Bank and Chase Bank	\$6,191,998.19
Bank Mutual and Denmark State Bank	\$715,101.27
Wisconsin Development Fund	\$0.00
Overnight Investments	\$0.00
Deposits in Transit	\$458,985.30
Emergency Fund	(\$50,354.59)
NSF Checks Redeposited	\$10,433.47
Clerk Passport Account	\$0.00
Workers Comp Acct	(\$14,659.31)
UMR Sweep Account	(\$447,725.16)
Bank Error(s)	\$0.00
Total	\$6,863,779.17
Less Outstanding Checks	(\$2,767,593.02)
Other Reconcilable Items	\$1,358.10
Balance Per County	\$4,097,544.25

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, 2010.

	2009	2010
Year-to-Date Interest Received	\$155,912.86	\$17,772.97
Interest Received-Current Month	\$184,975.42	\$168,439.19
Year-to-Date Interest Unrestricted Funds	\$340,888.28	\$186,212.16

Working Capital Reserves Invested	\$116,701,582.29	\$131,519,217.74
Restricted Investments	\$39,904,011.85	\$10,026,831.83
Total Funds Invested	\$156,605,594.14	\$141,546,049.57
Certificates of Deposits	\$16,350,000.00	\$13,350,000.00
Treas-Gov't Agencies	\$45,928,203.75	\$43,146,858.07
Commercial Paper	\$16,990,177.09	\$0.00
Money Mkt-Pool	\$77,337,213.30	\$85,049,191.50
Total	\$156,605,594.14	\$141,546,049.57

Rate of Return: 1.003% 1.459%

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, 2010. Statement of Investments for the month of February have been compared and examined, and found to be correct.

/s/ Kerry M. Blaney
Kerry M. Blaney, County Treasurer

Approved by: /s\ Tom Hinz, County Executive Date: 5/24/2010

No. 9 -- STANDING COMMITTEE REPORTS:

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF APRIL 29, 2010

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on April 29, 2010, and recommends following motions the:

1. Review of Minutes
 - a. Housing Authority (March 15 & March 23, 2010). To approve.
2. Communication from Supervisor Lund - To refer to Administration that any employee who would voluntarily submit to a yearly health assessment and maintains a proper weight and level of fitness would be eligible for reimbursement regardless of affiliation with a health club. To hold for a month.
3. Communication from Supervisor Andrews – To require all contracts for services provided to the County to be re-bid at least or put to RFP every 3 years. *Referred from April County Board.* To refer to staff for a report next month.
4. Communication from Supervisor Wetzels – To direct staff to develop a 3, 5, and/or 7 year working budget plan. To refer to the May meeting.
5. Communication from Supervisor Nicholson re: Review the funding of the Housing Authority. To request breakout information on the three programs by mailing: Number of Assisted Housing Units by Type for Counties with Populations similar to Brown County's; Percentage of Total Housing Units for these same counties; and Numbers and percentages of other assisted housing for the most populous counties in Wisconsin.

6. Communication from Supervisor Erickson and Supervisor Krueger – For LEAN Committee to work with Departments and the Executive to determine if there are any outdated or unnecessary services provided by the County that we could eliminate for the 2011 Budget. To refer to staff and report back in 90 days.
 7. Communication from Supervisor Fewell – Request that Human Resources Department report the status of the savings related to the five day furloughs and the plan to make up any shortfalls on the projected savings. To hold until May.
 8. ** Communication from Supervisor Fewell - To Administration Committee approve and request the County Executive to hire a Human Resources Director. To ask staff to look at the pros and cons of having a Human Services “Resources” (amended as per Co. Bd. 5/19/10). Director and a Manager and also to give a report on whether an analyst would be capable and have the knowledge to perform union negotiations.
- ** Item #8 – Refer to Executive Committee as per the County Board on 5/19/2010.
9. Communication from Supervisor Fewell – Request that a RFP be developed and sent out to obtain the cost of building a future Sheriff’s Office on the Brown County property near the old Mental Health Center and County Jail. To refer to Public Safety to develop requirements for all law enforcement agencies in Brown County.
 10. Communication from Supervisor Scray – Look at different options to pay down debt earlier than such savings associated with it. To hold for one month.
 11. County Clerk - Budget Status Financial Report for February & March, 2010. Receive and place on file.
 12. Clerk’s Report. Receive and place on file.
 13. Treasurer - Budget Status Financial Report for January 2010 & February 2010. Receive and place on file.
 14. Treasurer’s Financial Report for the Months of January and February. Receive and place on file.
 15. Human Resources - Budget Status Financial Report for February 28, 2010. Receive and place on file.
 16. Human Resources Activity Report for March 2010. Receive and place on file.
 17. Human Resources - Budget Adjustment Request (#10-40): Increase in expenses with offsetting increase in revenue. To approve.
 18. Human Resources - Resolution re: Change in Table of Organization Department of Administration. To approve. See Resolutions, Ordinances May County Board.
 19. Human Resources - Director’s Report. Receive and place on file.
 20. Facility & Park Management - Budget Status Financial Report for February, 2010. Receive and place on file.
 21. Facility & Park Management - Budget Adjustment Request (#10-42): Increase in expenses with offsetting increase in revenue. To approve.
 22. Facility & Park Management - Director’s Report. Receive and place on file.
 23. Information Services - Budget Status Financial Report for December 2009, February 2010 & March 2010. Receive and place on file.
 24. Information Services - Director’s Report. Receive and place on file.
 25. Dept. of Administration - Budget Status Report for February 28, 2010. Receive and place on file.
 26. Dept. of Administration - 2010 Budget Adjustment Log and Grant Application Approval Log. To approve.

27. Dept. of Administration - Budget Adjustment Request (#10-39): Increase in expenses with offsetting increase in revenue. To approve.
28. Dept. of Administration - Director's Report. Receive and place on file.
29. Child Support - Budget Status Financial Report for February, 2010. Receive and place on file.

Corporation Counsel - No agenda items.

30. Reappoint Committee Members to Facility Master Plan Subcommittee (Supervisor Andrews, Krueger, Fleck and Wetzel). To reappoint Supervisor Andrews, Krueger, Fleck and Wetzel to Facility Master Plan Subcommittee.
31. Audit of Bills. To pay the bills.

A motion was made by Supervisor Krueger and seconded by Supervisor Andrews **"to adopt"**.

Supervisor De Wane requested item #5 be taken separately, and Supervisor Lund requested item #8 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #5 -- Communication from Supervisor Nicholson re: Review the funding of the Housing Authority. COMMITTEE ACTION: To request breakout information on the three programs by mailing: Number of Assisted Housing Units by Type for Counties with Populations similar to Brown County's; Percentage of Total Housing Units for these same counties; and Numbers and percentages of other assisted housing for the most populous counties in Wisconsin.

After discussion, a motion was made by Supervisor Moynihan and seconded by Supervisor Lund **"to adopt item #5"**. Following further discussion, a voice vote was taken. Motion carried unanimously with no abstentions.

**Item #8 -- Communication from Supervisor Fewell - To Administration Committee approve and request the County Executive to hire a Human Resources Director. COMMITTEE ACTION: To ask staff to look at the pros and cons of having a Human Services Resources (amended as per County Board-5/19/2010) Director and a Manager and also to give a report on whether an analyst would be capable and have the knowledge to perform union negotiations.

**Item #8 -- Refer to Executive Committee as per the County Board on 5/19/2010.

A motion was made by Supervisor Lund and seconded by Supervisor Fewell **"to refer item #8 to Executive Committee"**. After discussion, a voice vote was taken. Motion carried unanimously with no abstentions.

Approved by: \sl Tom Hinz, County Executive

Date: 5/24/2010

**** PRESENTATION ****
2009 DRUG PROSECUTION STUDY
Presented by District Attorney John Zakowski
(An extensive detailed report can be viewed in County Clerk's Office)

No. 9b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF MAY 6, 2010

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on May 6, 2010 and recommends the following:

1. Communication from Supervisor Knier – Relating to the Library system in Brown County to eliminate fee charged for library patrons and Brown County residents who do not have their library card in hand while utilizing services. Receive and place on file.
2. Communication from Supervisor Scray – With fears of revenue from State and Federal sources being cut, I am asking each Department Head to decide ahead of time where they could cut another 10%, if needed, while doing their budget process. This may include mandated services that department heads feel are not beneficial to County and the penalties are not severe. Receive and place on file.
3. Communication from Supervisor Vander Leest re: Request for a creation of subcommittee made up of citizens, Education & Recreation Committee member, Museum Governing Board members and Museum Staff on how to improve the Neville Public Museum. To have Michael Troyer facilitate a five year strategic plan for the Museum by working with the County Executive and Chair of Ed & Rec Committee to have positions appointed to the Planning Committee in order to improve the structure and organization of the Neville Public Museum.
4. NEW Zoo - Introduction and comments from N.E.W. Zoological Society, Inc. President, Judy Krawczyk. Receive and place on file.
5. NEW Zoo - Budget Status Financial Report for March 31, 2010. Receive and place on file.
6. Zoo Monthly Activity Report for.
 - a. Visitor Center Operation Reports:
 - i. Admissions Revenue Attendance.
 - ii. Gift Shop, Concessions & Zoo Pass Revenue.
 - b. Curator's Report - Animal Collection Report
 - c. Education & Volunteer Programs Report for March 2010. Receive and place on file 6a, b, & c.
7. NEW Zoo - Director's Report. Receive and place on file.
8. Parks - Request from the Brown County 4-H Horse Association for a waiver of fees for the horse ring at the Brown County Fairgrounds for practices, a horse show and a clinic. To approve the request from the Brown County 4-H Horse Association for waiver of fees for practices, a horse show, and a clinic at the Brown County Fairgrounds in lieu of services.
9. Parks - Request from the Stump Farm 12 Race for a waiver of trail fees at the Reforestation Camp on May 8, 2010. To approve the request from the Stump Farm 12 Race for waiver of a \$250 trail fee subject to agreement that they will return 80% of their profits to maintenance of the Mountain Bay Trail.
10. Parks - Budget Status Financial Report for March 2010. Receive and place on file.
11. Parks - Director's Report for March 2010. Receive and place on file.

- refer to Administration to develop a plan as part of the annual budget which includes schedules as to how much to save each year.
4. Appointments by Executive Committee - Re-establish Legislative Sub Committee for 2010-2012 Session. To approve the re-establishment of the Legislative Sub-Committee for the session beginning in January 2011.
 5. * Elected Officials Pay Scale - Salaries for Elected Officials. To set the salaries of elected officials at 0% the 1st year, 0% the 2nd year, and 2% the 3rd and 4th years of the term. Ayes: 4 (Brunette, Evans, Lund, Zima) Nays: 2 (Erickson, Scray)
- * Amend as follows: Separation of Sheriff and Clerk of Courts salary adjustments.
Sheriff: 2011 – 0% increase; 2012 – 0% increase; 2013 – 0% increase; 2014 – 0% increase as per the County Board on 5/19/2010.
Clerk of Courts: 2011 – (\$200); 2012 -- +\$1200; 2013 – 0% increase; 2014 – 0% increase as per the County Board on 5/19/2010.
6. Review and Possible Action on Legal Bills to be paid. To approve.
 - 6a. Executive Committee Chair – Lean Management Update. Receive and place on file.
 7. Internal Auditor Report.
 - a. Budget Status Financial Report for March 31, 2010. To approve.
 - b. Information Services Department Internal Controls Audit. To approve recommendations in the Internal Auditor Report with reference to the IS storage room for two security measures, a security camera and badge controlled access.
 - c. Other. To direct Internal Auditor to review issues with employees who have key access to department and report back with recommendations.
 8. County Executive Report.
 - a. Budget Status Financial Report for March 31, 2010. Receive and place on file.
 9. Labor Negotiator Report. Receive and place on file.
 10. Board Attorney Report.
 - a. Report on furloughs. Receive and place on file.
 11. Review Brown County requirements of ID when applying for any Social Services from the County. Receive and place on file.
 12. Discussion of protocol in absence of committee chair. Receive and place on file.
 13. Discussion and possible action re: “Comments from the public regarding agenda items only” on the full County Board agenda. To hold.
 14. Discussion re: Agenda Deadlines and Possible Action if items are not received on time. Receive and place on file.
 15. Resolution re: Approving Buyer’s Agency Representation Agreement for Acquisition of Real Estate for Brown County Sheriff’s Department Operations.
 - i. To rewrite the 2nd Whereas of the Resolution Approving Buyer’s Agency Representation Agreement for Acquisition of Real Estate for Brown County Sheriff’s Department Operations to read: The County has a potential interest for acquiring real estate for possible locations for the Brown County Sheriff’s Department.
 - ii. To strike #'s 6, 7, 8, & 9 of the Buyer’s Agreement. See Resolutions, Ordinances May County Board.
 16. Resolution re: Change in Table of Organization Department of Administration. To approve. See Resolutions, Ordinances May County Board.
 17. Resolution re: Authority to Execute a 2010-2011 Labor Agreement with the Brown County Human Services Professional Employees. To approve. See Resolutions, Ordinances May County Board.

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Item #5: Elected Officials Pay Scale - Salaries for Elected Officials. COMMITTEE ACTION: To set the salaries of elected officials at 0% the 1st year, 0% 1%** the 2nd year, and 2% the 3rd and 4th years of the term. Ayes: 4(Brunette, Evans, Lund, Zima) Nays: 2 (Erickson, Scray)

**Amended as per the County Board 5/19/2010.

A motion was made by Supervisor Lund and seconded by Supervisor Evans **“to adopt item #5 as amended”**.

Supervisor Krueger requested the Sheriff and Clerk of Courts be voted on separately.

Sheriff

After discussion, a motion was made by supervisor Nicholson and seconded by Supervisor Theisen **“for a motion by substitution to a zero increase in salary for the position of Brown County Sheriff”**. Vote taken. Roll Call #9c5(1):

Ayes: Tumpach, De Wane, Nicholson, Theisen, Haefs, Erickson, Brunette, Buckley, Dantine, La Violette, Kaster, Fleck, Clancy, Wetzel, Scray

Nays: Krueger, Zima, Evans, Andrews, Van Vonderen, Schuller, Moynihan, Carpenter, Lund, Fewell

Excused: Vander Leest

Total Ayes: 15 Total Nays: 10 Excused: 1

Motion carried.

Clerk of Courts

A motion was made by Supervisor Kaster and seconded by Supervisor Nicholson **“for a 0% increase for 4 years for Clerk of Courts”**.

Following discussion, a motion was made by Supervisor Krueger and seconded by Supervisor Andrews **“to amend Supervisor Lund’s motion to make the salary of Clerk of Courts minus \$200 the first year and an increase of \$1200 each of the next three years”**. Vote taken. Roll Call #9c5(3):

Ayes: De Wane, Krueger, Andrews, Van Vonderen, Fleck, Clancy, Moynihan

Nays: Tumpach, Nicholson, Theisen, Haefs, Erickson, Brunette, Zima, Evans, Buckley, Dantine, La Violette, Kaster, Schuller, Wetzel, Scray, Carpenter, Lund, Fewell

Excused: Vander Leest

Total Ayes: 7 Total Nays: 18 Excused: 1

Motion defeated.

A motion was made by Supervisor Lund and seconded by Supervisor La Violette **“That the salary for Clerk of Courts be equal to the pay of the Treasurer, the County Clerk, and the Register of Deeds for the first two years of the term and the zero percent increase for the last two years (2011 -200; 2012 +1200; 2013 0%; 2014 0%)”**. After discussion, a vote was taken on Supervisor Lund’s motion. Roll Call #9c5(2):

Ayes: De Wane, Theisen, Erickson, Brunette, Zima, Buckley, Dantine, La Violette, Fleck, Clancy, Wetzel, Scray, Carpenter, Lund, Fewell

Nays: Tumpach, Nicholson, Krueger, Haefs, Evans, Andrews, Kaster, Van Vonderen, Schuller, Moynihan

Excused: Vander Leest

Total Ayes: 15 Total Nays: 10 Excused: 1

Motion carried.

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 5/24/2010

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF APRIL 28, 2010

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on April 28, 2010 and recommends the following motions:

1. Review Minutes of:
 - a. Children with Disabilities Education Board (March 3, 2010).
 - b. Human Services Board (March 11, 2010). Receive and place on file.
2. Communication from Supervisor Scray re: Review Brown County requirements of ID when applying for any Social Services from the County. Discuss the possibility of making Brown County requirements of ID stricter to prevent fraud. To move to next month's meeting.
3. Communication from Supervisor Evans re: To address concerns with the Brown County Sheriff's Department and local Law Enforcement Agencies on the EM-1 placement of patients as it relates to the Crisis Center and the Community Treatment Center. Additionally to develop a county-wide plan for all Law Enforcement Agencies to abide by with accordance to enhanced safety and efficiency procedures. Hold for one month.
4. Communication from Supervisor Evans -- Request a report from the Brown County Health Department regarding health issues relating to wind turbines as they may affect citizens of Brown County. Hold for one month.
5. Syble Hopp School 2011 Budget. To adopt budget.
6. Aging & Disability Resource Center - Revenue and Expense Report. To approve.
7. Human Services Dept. - Follow-up to the April Contracts Report. Receive and place on file.
8. Human Services Dept. - Director's Report.
9. Human Services Dept. - Family Care Update. Receive and place on file #'s 8 & 9.
10. Human Services Dept. - Community Treatment Center Update.
11. Human Services Dept. - Community Treatment Center Statistics. Receive and place on file #'s 10 & 11.
12. Human Services Dept. - Bellin Psychiatric Monthly Report. Receive and place on file.
13. Human Services Dept. - Approval for New Non-Continuous Vendor. To approve.
14. Human Services Dept. - Request for New Vendor Contract. To approve.
15. Human Services Dept. - Monthly Contract Update. To approve.
16. Human Services Dept. - Financial Report for Community Treatment Center. To approve.

12. Zoning - Resolution re: Authorizing an Application for a Lake Protection and Ordinance Development Grant from the Wisconsin Department of Natural Resources. Receive and place on file. See Resolutions, Ordinances May County Board.
 13. Zoning - Grant Application Review (#10-08): Lake Management Protection and Ordinance Development Grant. To approve.
 14. Airport Marketing RFP Results/Approval. To approve.
 15. Airport Budget Status Financials for February 2010. Receive and place on file.
 16. Airport - Director's Report. Receive and place on file.
 17. Airport - A closed session pursuant to sec. 19.85(1)(e), Wis. Stats., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. -- Airport Gift Shop contract.
 - I. Enter into closed session.
 - II. Return to regular order of business.
 - III. No action taken.
 18. Public Safety - Discussion re: Placement of Wind Turbines and the impact on Microwave Radio Links. No action taken.
- Port & Solid Waste - No agenda items.
 UW-Extension - No agenda items.
19. Audit of bills. To pay the bills.

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

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 5/24/2010

No. 9e(i) -- REPORT OF LAND CONSERVATION SUB-COMMITTEE OF APRIL 26, 2010

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on April 26, 2010, and recommends the following motions.

1. Communication from Supervisor Scray re: With fears of revenue from State and Federal sources being cut, I am asking each Department Head to decide ahead of time where they could cut another 10%, if needed, while doing their budget process. This may include mandated services that department heads feel are not beneficial to County and the penalties are not severe. Receive and place on file.
2. Review and Approve: Resolution Supporting the Attorney General and Governor of Wisconsin to Pursue Remedies to Stop Asian Carp Species from entering Lake Michigan and Protect Wisconsin Interests (5 minute video on Asian Carp). To approve resolution. To approve resolution as amended. See Resolutions, Ordinances May County Board.
3. Review and Approve Proposed Changes to Brown County Animal Waste Management Ordinance related to permits requesting storage of animal waste and other wastes (industrial, municipal, septic) in Brown County Animal Waste Management Ordinance Permitted Facilities. To approve. See Resolutions, Ordinances May County Board.

4. Land and Water Conservation Department Monthly Budget Update. Receive and place on file.
5. Budget Adjustment Request (#10-34): Increase in expenses with offsetting increase in revenue. To approve.
6. Director's Report. Receive and place on file.

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

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 5/24/2010

No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF MAY 5, 2010

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on May 5, 2010, and recommends the following motions:

1. Review minutes and reports of:
 - a. Emergency Medical Services Council (April 21, 2010). Receive and place on file.
2. Communication from Supervisor De Wane – Review with possible action to move the 911 Communication Center under the control of the Brown County Sheriff. To hold for one month.
3. Communication from Supervisor Vander Leest – Request to study other lower cost options for improving the Brown County Sheriff's Department in downtown Green Bay. To refer to Facilities Master Plan Sub-Committee at their May 27~~26~~** , 2010 meeting at 5 p.m. with a report back to this committee. ** Corrected as per the Co. Bd. on 5/19/2010.
- #3a. Communication from Supervisor Scray re: With fears of revenue from the State and Federal sources being cut, I am asking each Department Head to decide ahead of time where they could cut another 10%, if needed, while doing their budget process. This may include mandated services that department heads feel are not beneficial to County and the penalties are not severe. To hold for one month.
4. District Attorney - Monthly drug criminal complaint numbers. Receive and place on file.
5. Public Safety Communications - Grant Application Review (#10-06): Homeland Security – HS NIMS and ICS Training (2008).
6. Public Safety Communications - Grant Application Review (#10-07): Emergency Management Planning Grant.
7. Public Safety Communications - Director's Report. To approve #'s 5, 6, & 7.
8. Sheriff - Budget Status Financial Report for March, 2010. Receive and place on file.
9. Sheriff - Key Factor Report, May 2010 and Jail Average Daily Population by Month and Type for the Calendar Year 2010. Receive and place on file.
10. Sheriff - Resolution approving Buyer's Agency Representation Agreement for Acquisition of Real Estate for Brown County Sheriff's Department Operations.
 - i. To approve changes to the Buyer's Agreement with deletion of reference to any specific property. Ayes: 4 (Carpenter, De Wane, Kaster, Nicholson) Nays: 1 (Buckley).

- ii. To hold the resolution for one month for further information regarding Sheriff Department needs and whether they should move from the downtown area. Ayes: 2 (Buckley, Nicholson) Nays: 3 (De Wane, Carpenter, Kaster)
 - iii. To approve the Resolution with changes Ayes: 3 (De Wane, Carpenter, Kaster) Nays: 2 (Buckley, Nicholson). See Resolutions, Ordinances May County Board.
11. Sheriff - Budget Adjustment Request (#10-43): Increase in expenses with offsetting increase in revenue. To approve.
 12. Grant Application Review (#10-09): 2010 COPS Hiring Program (CHP). To approve grant application.
 13. Sheriff's Report. Receive and place on file.
 14. Circuit Courts - Budget Status Financial Report for February, 2010 & March, 2010. Receive and place on file.
 15. Clerk of Courts - Budget Status Financial Report for March, 2010. Receive and place on file. Medical Examiner - No agenda items
 20. Audit of bills. To approve audit of bills.

A motion was made by Supervisor De Wane and seconded by Supervisor Nicholson "to adopt".

Supervisor Fewell requested the Public Safety Committee Minutes be corrected to reflect the correct spelling of Jim Nickel's name (not Nichols).

Voice vote taken on Supervisor De Wane's motion. Motion carried unanimously with no abstentions.

Approved by: _____ \s\ Tom Hinz, County Executive Date: 5/24/2010

No. 10 -- RESOLUTIONS, ORDINANCES:

No. 10a -- RESOLUTION REGARDING: CHANGE IN TABLE OF ORGANIZATION DEPARTMENT OF ADMINISTRATION

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

Ladies & Gentlemen:

WHEREAS, in 2008 the Grant Development Specialist was moved from the Human Services table of organization to the Department of Administration to better serve all county departments centrally; and

WHEREAS, the Office Manager I in the Department of Administration accepted the position of Grant Development Coordinator; and

WHEREAS, the Office Manager I vacancy was filled for a short period of time but was vacated again after several months. At this time, the department was evaluating the best use of the grant position and how other departments would utilize the assistance of this position. In

addition, the grant position assumed some of the vacant Office Manager duties to allow the department to evaluate the need for two full time positions; and

WHEREAS, after a thorough review was completed by Human Resources in conjunction with the Department of Administration, the following changes to the table of organization are recommended; and

WHEREAS, Human Resources and the Department of Administration recommend the deletion of (1.0) FTE Office Manager I and the deletion of (1.0) FTE Grant Development Coordinator. The duties have been consolidated to create the addition of 1.0 FTE Administrative/Grants Coordinator; and

WHEREAS, it is further recommended that the Administrative/Grants Coordinator position be placed in the Administrative Classification and Compensation Plan in Grade 15; and

WHEREAS, the Administration Committee and Executive Committee concur with the above proposed changes to the Department of Administration table of organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that it hereby approves the deletion of (1.0) FTE Office Manager I and (1.0) FTE Grant Development Coordinator from the Department of Administration table of organization and the creation of 1.0 FTE Administrative/Grants Coordinator.

BE IT FURTHER RESOLVED, by the Brown County Board of Supervisors, that the Administrative/Grants Coordinator position will be placed in Grade 15 of the Administrative Classification and Compensation Plan.

Fiscal Impact Salary and Fringe Benefits
For the Period of 5/01/10 – 12/31/10

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Office Manager I	(1.0)	Deletion	-- Unfunded for 2010 --		
Grant Development Coordinator	(1.0)	Deletion	(\$33,324)	(\$12,076)	(\$45,400)
Administrative/Grants Coordinator	1.0	Addition	\$32,222	\$11,677	\$43,899
Total Fiscal Impact			<u>(\$ 1,102)</u>	<u>(\$ 399)</u>	<u>(\$ 1,501)</u>

Respectfully submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

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

Approved by: \s\ Tom Hinz, County Executive

Date: 5/24/2010

ATTACHMENT TO RESOLUTION #10a

MEMO TO: Administration Committee
FROM: Debbie Klarkowski
 Human Resources
DATE: April 13, 2010
SUBJECT: Grant Development Coordinator - Reclassification

In 2008 the vacant Grant Development Specialist was moved from the Human Services table of organization to the Department of Administration so that the position could better serve all county departments centrally. The Office Manager in the Department of Administration accepted the role in 2008. After acceptance, the vacant position of Office Manager was filled for a short period of time but then vacated again after several months.

At this time, the department was working to “market” the grant position centrally and evaluate how other departments would utilize the assistance of this position. In addition, the grant position was asked to assume some of the vacant Office Manager duties to also allow the department to evaluate the need for two full time positions.

Recommendation:

Per County Code 4.48 Salary Structure (4); before any duties outside a positions class description are assigned to the position, prior approve must be received from the Human Resources Department. If the assignment of duties is approved, the position will be evaluated for reclassification consistent with the process outlined for new positions.

After a thorough evaluation of the needs of the department, it is recommended the Office Manager I and Grant Development Coordinator positions be eliminated from the Department of Administration table of organization. The duties of the positions have been consolidated into a new position, Administrative/Grants Coordinator. It is further recommended that a new position of Administrative/Grants Coordinator be created in the Department of Administration table of organization. The position of Administrative/Grants Coordinator position will be placed in the Administrative Class and Compensation Plan in Grade 15.

2010 Fiscal Impact Calculation
 For the Period 5/1/10 - 12/31/10

(Delete 1.0 FTE Grant Development Coordinator, Add 1.0 FTE Administrative/Grants Coordinator)

Fiscal Impact for the period 5/1/10 to 12/31/10:

	Administrative/Grants Coordinator	Grant Development Coordinator	Difference
2010 Salary (5/1/10 - 12/31/10)	\$32,222.00	\$(33,324.00)	\$(1,102.00)
2010 Fringe Benefits (5/1/10-12/31/10)	\$11,677.25	\$(12,076.62)	\$(399.36)
Total Fiscal Impact:	\$43,899.25	\$(45,400.62)	\$(1,501.36)

No. 10b -- RESOLUTION REGARDING: AUTHORITY TO EXECUTE A 2010-2011 LABOR AGREEMENT WITH THE BROWN COUNTY HUMAN SERVICES PROFESSIONAL EMPLOYEES

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

Ladies & Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a two (2) year labor agreement on behalf of Brown County with the Brown County Human Services Professional Employees, for the years 2010-2011 effective January 1, 2010, which agreement shall provide the following major changes from the 2009 labor agreement.

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

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

1. ARTICLE 11. INSURANCE

Modify language beginning at line 247:

PPO Plan:

Employee premium contribution:

10% effective 05/01/10

12% effective 01/01/11

Deductibles:

	<u>Single</u>	<u>Family</u>	<u>Effective</u>
In Network	\$ 250	\$ 750	07/01/10
Out of Network	\$ 550	\$1,650	07/01/10

Co-insurance:

In Network 90%

Out of Network 60%

Out-of-pocket maximum:

	<u>Single</u>	<u>Family</u>	<u>Effective</u>
In Network	\$ 750	\$2,250	07/01/10
Out of Network	\$1,650	\$4,950	07/01/10

Office Visits:

In Network \$25 Co-pay then 100% Effective 07/01/10

Out of Network Deductible then 60% Effective 07/01/10

Routine/Preventive Care:		
In Network	Covered at 100%	Effective 07/01/10
Out of Network	Deductible then 60%	Effective 07/01/10

Prescription Drugs:		
In Network	Generic	20% employee co-pay
	Brand	25% employee co-pay + cost difference
	Non-Preferred	35% employee co-pay + cost difference
		\$1,000 annual out-of-pocket maximum
Out of Network		Deductible then 60%

Hospital Services:		
In Network	Deductible then 90%	Effective 07/01/10
Out of Network	Deductible then 60%	Effective 07/01/10

Retail Clinic:	\$10 co-pay, then 100%	Effective 07/01/10
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Other Deductibles effective 07/01/10:

Chiropractor	\$100 deductible then 80%
Durable Medical Equipment	Deductible then 90% / 60%
Occ., Speech, Physical Therapy	Deductible then 90% / 60%
Emergency Room Sickness	Deductible then 90% / 60%
Out-patient Ancillary Services	Deductible then 90% / 60%
Nervous and Mental Benefits	Deductible then 90% / 60%
Ambulance	Deductible then 90% / 60%

High Deductible Plan:

HRA/HSA/VEBA would be funded on January 1 each year at the following levels:

100% for year 2010
90% for year 2011

The HRA would be converted to an HSA or VEBA Account beginning on or before 12/31/11 and that all funds that are in the HRA at that time will be converted to the HSA/VEBA. The HSA or VEBA would be negotiated with the bargaining unit.

Employee premium contribution:

10% effective 05/01/10
12% effective 01/01/11

Deductibles:

	<u>Single</u>	<u>Family</u>	<u>Effective</u>
In Network	\$1,500	\$3,000	07/01/10
Out of Network	\$3,000	\$6,000	07/01/10

Co-insurance:			
In Network	100%		
Out of Network	70%		
Out-of-pocket maximum:			
	<u>Single</u>	<u>Family</u>	<u>Effective</u>
In Network	\$1,500	\$ 3,000	07/01/10
Out of Network	\$6,000	\$12,000	07/01/10
Office Visits:			
In Network	\$25 Co-pay then 100%		Effective 07/01/10
Out of Network	Deductible then 70%		Effective 07/01/10
Routine/Preventive Care:			
In Network	Covered at 100%		Effective 07/01/10
Out of Network	Deductible then Coinsurance		Effective 07/01/10
Prescription Drugs:			
In Network	Generic	20% employee co-pay	
	Brand	25% employee co-pay + cost difference	
	Non-Preferred	35% employee co-pay + cost difference	
		\$1,000 annual out-of-pocket maximum	
Out of Network		Deductible then 70%	
Hospital Services:			
In Network	Deductible then 100%		Effective 07/01/10
Out of Network	Deductible then 70%		Effective 07/01/10
Retail Clinic:	\$10 co-pay, then 100%		Effective 07/01/10

Other Deductibles effective 07/01/10:

Chiropractor	No separate deductible 100% / 70%
Durable Medical Equipment	Deductible then 100% / 70%
Occ., Speech, Physical Therapy	Deductible then 100% / 70%
Emergency Room Sickness	Deductible then 100% / 70%
Out-patient Ancillary Services	Deductible then 100% / 70%
Nervous and Mental Benefits	Deductible then 100% / 70%
Ambulance	Deductible then 100% / 70%

Dental:

Increase annual maximum to \$1,250 effective 01/01/10. Employee premium contribution remains at 7.5%.

2. ARTICLE 12. WISCONSIN RETIREMENT SYSTEM

The WRS contribution will be increased commensurate with the wage increases.

3. ARTICLE 13. LONGEVITY

Convert the amounts to cents per hour beginning at line 325:

Beginning of 8 th year	\$120.00 per year	<u>\$.06 per hour</u>	to be paid bi-weekly
Beginning of 12 th year	\$240.00 per year	<u>\$.12 per hour</u>	to be paid bi-weekly
Beginning of 16 th year	\$360.00 per year	<u>\$.18 per hour</u>	to be paid bi-weekly

4. ARTICLE 17. FUNERAL LEAVE

Modify language beginning at line 494:

~~Employees are hereby granted a three (3) day leave of absence with pay to attend the funeral starting on the day of death through the next day after interment.~~

~~"Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child or stepchild of employee, grandchildren, grandparents, father-in-law, and mother-in-law or stepparents. 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 event an employee is called upon to be a pallbearer or to serve in a military funeral, one (1) day of leave will be allowed: sick leave, vacation, or loss of pay, at the discretion of the employee.~~

Whenever a death occurs to a parent, stepparent, spouse or child/stepchild of an employee, the Employer shall compensate the employee for any time lost from work during the next five (5) succeeding work days following the said death. At least one (1) of the five (5) days off must be used to attend the funeral. If an employee receives said knowledge prior to the start of the employee's work day, the day shall be deemed to be the first day of the funeral leave. If, however, the employee receives knowledge after the start of the employee's work day, then the immediately succeeding day shall be deemed to be the first day of funeral leave. Should such death occur during the employee's vacation, he/she shall receive additional time off with pay at a time mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day (7.5 hours/day). Should the funeral or interment occur at a delayed date (example: winter death and spring interment), the employee may use one (1) of the five (5) days to attend the funeral or interment.

Three (3) days leave shall be granted in the event of the death of guardian, sister, brother, grandchildren, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

One (1) day leave shall be granted in the event of the death of spouse's grandparent, aunt, uncle, niece or nephew of employee or spouse to attend the funeral.

5. ARTICLE 26. SENIORITY

Amend lines 614-616 as follows:

Positions vacated as a result of layoff will not be subject to the posting procedure. On any openings so occurring, there will be a limit of two bumps per occurrence with the bumped employee on the second level being assigned by the Employer **to a position held by a less senior employee,** at the Employer's discretion.

6. ARTICLE 32. DURATION OF AGREEMENT

Modify language beginning at line 688:

This Agreement shall become effective as of January 1, 2009, **2010** and shall remain in force and effect to and including December 31, 2009, **2011** and shall renew itself for additional one (1) 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, notifies the other party in writing that it desires to alter or amend the same at the end of the Agreement.

7. SCHEDULE A

Revise to reflect the following wage increases and modify language as follows:

2.0% increase	Effective 12/27/09
.5% increase	Effective 09/19/10
2.0% increase	Effective 12/26/10
.5% increase	Effective 09/18/11

STAND-BY PAY

~~Employees have, and it is contemplated they will be in the future, assigned to be on stand-by outside of normal working hours to receive juvenile or protective services referrals. Employees so assigned on weekdays, being Monday, Tuesday, Wednesday and Thursday, from 4:30 p.m. until 8:00 a.m. of the following morning, shall receive stand-by pay of \$19.00; and employees assigned to weekend stand-by, from 4:30 p.m. on Friday until 8:00 a.m. the following Monday, shall receive stand-by pay of \$110.00; and those employees that are assigned stand-by for holidays falling within the work week, from 8:00 a.m. of the holiday until 8:00 a.m. of the day following the holiday, shall receive stand-by pay of \$55.00. Any actual time spent by employees assigned to stand-by in processing referrals shall be subject to Article 26 of this Agreement.~~

~~Effective January 1, 1998, employees so assigned on weekdays, being Monday, Tuesday, Wednesday and Thursday, from 4:30 p.m. until 8:00 a.m. of the following morning, shall receive stand-by pay of \$21.00; and employees assigned to weekend stand-by, from 4:30 p.m. on Friday until 8:00 a.m. the following Monday, shall receive stand-by pay of \$120.00; and those employees that are assigned stand-by for holidays falling within the work week, from 8:00 a.m. of the holiday until 8:00 a.m. of the day following the holiday, shall receive stand-by pay of \$60.00 for a half day holiday, the employee will receive standby pay of \$51.25 (prorated from 12 noon to 8:00 a.m.); when the holiday falls on a Friday, the employee shall receive standby pay of \$60.00 and weekend standby pay of \$90.72 (prorated from 8:00 a.m. Saturday to 8:00 a.m. Monday). Effective upon ratification.~~

A. Employees so assigned on weekdays, being Monday, Tuesday, Wednesday and Thursday, from 4:30 p.m. until 8:00 a.m. of the following morning, shall receive stand-by pay as follows:

\$21.42	01/01/10
\$21.53	10/01/10
\$21.96	01/01/11
\$22.07	10/01/11

B. Employees assigned to weekend stand-by, from 4:30 p.m. on Friday until 8:00 a.m. the following Monday, shall receive stand-by pay as follows:

\$122.40	01/01/10
\$123.01	10/01/10
\$125.47	01/01/11
\$126.10	10/01/11

C. Those employees that are assigned stand-by for holidays falling within the work week, from 8:00 a.m. of the holiday until 8:00 a.m. of the day following the holiday, shall receive stand-by pay as follows:

\$61.20	01/01/10
\$61.51	10/01/10
\$62.74	01/01/11
\$63.05	10/01/11

D. Those employees that are assigned stand-by for a half day holiday, the employee will receive stand-by pay as follows (prorated from 12 noon to 8:00 a.m.):

\$52.28	01/01/10
\$52.54	10/01/10
\$53.59	01/01/11
\$53.86	10/01/11

E. When the holiday falls on a Friday, the employee shall receive stand-by pay as follows for Friday:

\$61.20	01/01/10
\$61.51	10/01/10
\$62.74	01/01/11
\$63.05	10/01/11

And

Weekend stand-by pay (prorated from 8:00 a.m. Saturday to 8:00 a.m. Monday) as follows:

\$92.53	01/01/10
\$92.99	10/01/10

\$94.85	01/01/11
\$95.32	10/01/11

F. The above mentioned rates shall be effective upon ratification.

G. In the future, the above mentioned rates shall be increased by the same percentage as the general wage increase.

8. MEMORANDUMS OF UNDERSTANDING

Qualifications	Resign
Side Letter – Testing	Resign
Side Letter – Vacant Positions	Resign
Side Letter – Furlough Days	New - Sign

Respectfully submitted,
EXECUTIVE COMMITTEE

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

Approved by: \s\ Tom Hinz, County Executive Date: 5/24/2010

ATTACHMENT TO RESOLUTION #10b
ON THE FOLLOWING PAGE.

**BROWN COUNTY
TOTAL PACKAGE COSTING HS PROS**

131.3FTE

	2009	2010	2011
WAGES			
WAGES	7,024,554.37	7,165,045.46	7,317,481.80
.5% effective October		2.00%	2.00%
LONGEVITY	26,936.52	8,956.31	9,146.85
		26,936.52	26,936.52
			0.50%
TOTAL WAGES:	7,051,490.89	7,200,938.28	7,353,565.17
TWO FURLOUGH DAYS		-53,667.26	

\$ INCREASE	95,780.13
% INCREASE	1.36%

\$ INCREASE	302,074.28
% INCREASE	4.28%

	2009	2010	2011
HEALTH			
Cost of PPO with 7.5% contribution	1,845,400.75	1,845,400.75	1,818,488.62
Increase in contribution to 10% effective 5/1/10			
Increase in deductibles		(26,912.13)	inc 2% (12%)
Cost minus contribution & deductibles		(42,101.00)	(42,101.00)
		1,776,387.82	1,740,017.85
DENTAL Total Cost	141,141.84	130,556.20	130,556.20
Cost minus 7.5% contribution	130,556.20		
LIFE		10,509.72	10,509.72
FICA	7.65% \$ 539,439.05	7.65% 550,871.78	7.65% 562,547.74
WRS	10.60% \$ 747,458.03	11.20% 800,494.35	12.00% 882,427.82
TOTAL PACKAGE:	10,324,854.65	10,416,090.70	10,679,624.50

TOTAL COST 2010:	
\$ INCREASE	\$91,236.05
% INCREASE	0.88%

TOTAL COST: 2010 and 2011	
\$ INCREASE	\$354,769.85
% INCREASE	3.44%

No. 10c -- **RESOLUTION REGARDING: THE ATTORNEY GENERAL AND GOVERNOR OF WISCONSIN TO PURSUE REMEDIES TO STOP ASIAN CARP SPECIES FROM ENTERING LAKE MICHIGAN AND PROTECT WISCONSIN INTERESTS**

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

Ladies and Gentlemen:

WHEREAS, the State of Illinois constructed the Chicago Sanitary and Ship Canal over 100 years ago, connecting the Great Lakes Basin to the Mississippi River Basin in order to move Chicago's sewage away from Lake Michigan; and

WHEREAS, the Chicago Sanitary and Ship Canal, in addition to diverting billions of gallons of water from Lake Michigan each day, also opens up a channel between Lake Michigan and the Lower Mississippi River Basin; and

WHEREAS, Asian carp, an invasive, non-native species, have migrated north through the Mississippi River Basin, documented as advancing as close as 20 miles from Lake Michigan in the Chicago Sanitary and Ship Canal; and

WHEREAS, an invasion of Asian carp into Lake Michigan would devastate the Lake Michigan ecology and cause incalculable economic loss and irreversible damage to recreational fishing on the Great Lakes and the resulting tourism industry; and

WHEREAS, Asian carp would infest Lake Michigan tributary streams for purposes of spawning and rearing; and

WHEREAS, the well documented threat of invading Asian carp has been known to the U.S. Army Corps of Engineers and state officials in Illinois for years; and

WHEREAS, the state of Illinois has constructed an inadequate and ineffective electric barrier to prevent Asian carp from migrating through the Chicago Sanitary and Ship canal; and

WHEREAS, the Chicago area navigational locks on the Chicago Sanitary and Ship Canal are the final barrier from which Asian carp can gain access to the Great Lakes Basin; and

WHEREAS, it is imperative that aggressive action be taken to safeguard the ecological and economic integrity of the Great Lakes; and

WHEREAS, Brown County is entirely in the Lake Michigan Drainage Basin, and the Green Bay and the Fox River are vital to the economy of Brown County; and

WHEREAS, Brown County residents and tourists have a strong connection to Lake Michigan and cherish the natural resources the Lake has to offer to its residents; and

WHEREAS, Brown County has a thriving tourism economy based on fishing, boating, recreation and the aesthetic beauty of the Fox River and Green Bay which brings in hundreds of thousands of dollars in revenue per year to the local economy; and

WHEREAS, Brown County is very concerned Asian carp will threaten the Fox River and Green Bay native fish species, and the ecology of the Fox River and Green Bay; and

WHEREAS, the United States Supreme Court denied the States of Michigan and Wisconsin's request for emergency relief aimed at preventing the invasion of Asian carp species into Lake Michigan.

NOW THEREFORE BE IT RESOLVED that the Brown County Board of Supervisors does support the Wisconsin Attorney General as he continues to pursue legal remedies to stop Asian carp species from entering Lake Michigan and to protect Brown County's interests; and

BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors urges the Governor of Wisconsin to convince the President of the United States and the United States Congress to provide emergency relief by ordering closure of the navigational locks in the Chicago Sanitary and Ship Canal, and to support a study of ways of biologically separating the Chicago Sanitary and Ship Canal from Lake Michigan; and

BE IT FURTHER RESOLVED, by the Brown County Board of Supervisors that the County Clerk shall forward a copy of this resolution to the Governor of the State of Wisconsin, the Attorney General of the State of Wisconsin, Brown County's Legislative Representatives, to the Wisconsin Counties Association and to all other Wisconsin Coastal Counties urging adoption of a similar resolution.

Respectfully submitted
Brown County Land Conservation Committee

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

Approved by: _____ \s\ Tom Hinz, County Executive _____ Date: 5/24/2010

No. 10d -- ORDINANCE TO AMEND CHAPTER 26 OF THE BROWN COUNTY CODE ENTITLED "ANIMAL WASTE MANAGEMENT"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Chapter 26 of the Brown County Code entitled "ANIMAL WASTE MANAGEMENT" is hereby amended to read as follows:

26.08 DEFINITIONS. Definitions herein are to conform to the provisions set forth in the Wisconsin Administrative Code and Brown County Code.

“Abandonment” means a livestock waste storage facility is no longer being used for its intended purpose, and is no longer receiving animal wastes, has not received any animal wastes for a period of two years and, based on available evidence, will not receive animal wastes from an active livestock operation within the next six months.

“Animal Feedlot” means a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals, specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. For purposes of these parts, open lots used for the feeding and rearing of poultry (poultry ranges) shall be considered to be animal feedlots. Pastures shall not be considered animal feedlots under these parts. New animal feedlots are those that are established after the effective date of this ordinance.

“Animal Unit” means a unit of measure used to determine the total number of single animal types or combination of animal types, as specified in NR243, which are fed, confined, maintained, or stabled in an animal feeding operation.

“Animal Waste” means livestock excreta and other materials such as bedding, rain or other water, soil, hair, feathers and other debris normally included in animal waste handling operations.

“Animal waste storage facility” means concrete, steel or otherwise fabricated structure and earthen animal waste storage facility used for temporary storage of animal waste or other organic waste.

“Applicant” means any person who applies for a permit under this ordinance.

“Earthen animal waste storage facility” means a facility constructed of earth dikes, pits or ponds used for temporary storage of animal waste.

“Karst Feature” means an area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.

“Land Conservation Committee” means an operating committee of the Brown County Board of Supervisors.

“Land Conservation Department” means the enforcing authority of this ordinance.

“Manure” means livestock excreta. “Manure” includes livestock bedding, water, soil, hair, feathers, and other debris that becomes intermingled with livestock excreta in normal manure handling operations.

“Nutrient Management Plan (590)” means a plan that balances the nutrient needs of crop with the nutrients available from legume crops, manure, fertilizers or other sources. Management includes the rate, method, and timing of the application of all sources of nutrients to minimize the amount of nutrients entering surface and groundwater. The requirements for a nutrient management plan are as established in ATCP 50.04(3).

“Other Waste” means industrial waste as defined in NR214 Wis. Adm. Code, domestic sewage sludge as defined in NR204 Wis. Adm. Code, septic or holding tank waste as defined in NR113 Wis. Admin. Code or any other material processed and mixed with animal waste to be stored pursuant to the Brown County Animal Waste Management Ordinance.

“Pasture” means land with a permanent, uniform cover of grasses or legumes used as forage for livestock. Pastures do not include areas where supplemental forage feeding is provided on a regular basis.

“Permit” means the signed, written statement issued by the Brown County Land Conservation Department under this ordinance authorizing the applicant to construct, install, reconstruct, enlarge or substantially alter an animal waste storage facility or animal feedlot; or authorizing a winter spreading plan or unconfined manure pile.

“Permittee” means any person to whom a permit is issued under this ordinance.

“Person” means any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, county, or state agency within Wisconsin, the federal government, or any combination thereof.

“Site that is susceptible to groundwater contamination” under s.281.16 (1)(g), Stats., means any one of the following:

- (a) An area within 250 feet of a private well.
- (b) An area within 1000 feet of a municipal well.
- (c) An area within 200 feet upslope or 100 feet downslope of karst features.
- (d) A channel with a cross-sectional area equal to or greater than 3 square feet that flows to a karst feature.
- (e) An area where the soil depth to groundwater or bedrock is less than 2 feet.
- (f) An area where the soil does not exhibit one of the following soil characteristics:
 - 1. At least a 2-foot soil layer with 40% fines or greater above groundwater or bedrock.
 - 2. At least a 3-foot soil layer with 20% fines or greater above groundwater or bedrock.
 - 3. At least a 5-foot soil layer with 10% fines or greater above groundwater or bedrock.

“Technical Guide” means the United States Department of Agriculture (U.S.D.A.) Natural Resources Conservation Service Field Office Technical Guide that is currently in effect, and as amended from time to time.

“Unconfined Manure Pile” means a quantity of manure, at least 175 cu. Ft. in volume, that covers the ground surface to a depth of at least 2 inches and is not confined within a manure storage facility, livestock housing facility or barnyard runoff control facility.

“Waters of the State” means those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, water courses, drainage systems and other surface water and groundwater, natural or artificial, public or private within the state or its jurisdiction as defined in Section 147.015(20) of the Wisconsin Statutes.

“Water Quality Management Areas” means the area within 1,000 feet from the ordinary high water mark of navigable waters that consist of a lake, pond or flowage, except that, for a navigable water that is a glacial pothole lake, the term means the area within 1,000 feet from the high water mark of the lake; the area within 300 feet from the ordinary high water mark of navigable waters that consist of a river or stream; and a site that is susceptible to groundwater contamination, or that has the potential to be a direct conduit for contamination to reach groundwater.

“Winter Spreading Plan” means any plan developed and approved by the Brown County Land Conservation Department and provided to farmers, which identifies high risk fields that should be completely avoided or restricted from receiving winter applications of manure.

26.09 ADMINISTRATION.

(1) Delegation of Authority. Brown County hereby designates the Brown County Land Conservation Department to administer and enforce this ordinance.

(2) Administrative Duties. In the administration and enforcement of this ordinance, the County Land Conservation Department shall:

(a) Keep an accurate record of all permit applications, animal waste facility plans, animal feedlot plans, animal waste storage facility abandonment plans, permits issued, inspections made, and other official actions.

(b) Review permit applications and issue permits in accordance with Section 26.10 of this ordinance.

(c) Inspect animal waste facility and animal feedlot construction and animal waste facility abandonment to insure the facility is being constructed according to plan specifications.

(d) Investigate complaints relating to compliance with the ordinance.

(e) Monitor the adequacy of manure storage systems including compliance with nutrient management plans.

(f) Perform other duties as specified in this ordinance.

(3) Inspection Authority. The Brown County Land Conservation Department is authorized to enter upon any lands affected by this ordinance to inspect the land prior to or after permit issuance to determine compliance with this ordinance. If permission cannot be received from

the applicant or permittee, entry by the Brown County Land Conservation Department shall be according to Sections 66.122 and 66.123, Wisconsin Statutes.

26.10 APPLICATION FOR AND ISSUANCE OF PERMITS.

(1) Permit Required.

(a) No animal waste storage facility, including a facility combining animal waste with other waste or parts thereof may be located, installed, moved, reconstructed, extended, enlarged, converted, substantially altered or its use changed, including abandonment, without an animal waste management permit as provided in this ordinance, and without compliance with the provisions of this ordinance, and without compliance with Natural Resources Conservation Service Technical Guide as adopted as part of this ordinance.

(b) Animal feedlots that exceed the prohibitions in Section 26.11 of this ordinance, or exceed the standards in Section 10.04(1)(b) of the Brown County Code, or receive a notice of discharge under ch. 283 Wis. Statutes, or exceed 500 animal units shall obtain an animal waste management permit as provided in this ordinance.

(c) The requirements of this ordinance shall be in addition to any other ordinance regulating animal waste management, such as Chapter 22 Brown County Code, Shoreland Floodplain Ordinance, and Chapter 10 Brown County Code, Agricultural Shoreland Management ordinance. In the case of conflict, the most stringent provisions shall apply.

(d) No person may apply animal waste or animal waste combined with other waste between December 1st and March 31st without first obtaining a winter spreading permit as provided in this ordinance. The winter spreading permit shall be issued after the completion of the winter spreading plan as described in this ordinance.

(e) No unconfined manure pile shall be utilized without a temporary unconfined manure stacking permit as provided in this ordinance, and without compliance with the provisions of this ordinance, and without compliance with Natural Resources Conservation Service Technical Guide as adopted as part of this ordinance.

(2) Emergency Repairs. Emergency repairs such as repairing broken pipe or equipment, leaking dikes or the removal of stoppages may be performed without an animal waste storage facility permit. Such work shall be reported to the Land Conservation Department as soon as possible for a determination as to whether an animal waste storage facility permit will be required for an additional alteration or repair to the facility. The County Land Conservation Department shall consult with the Land Conservation Committee prior to making this determination.

(3) Fee. The fee for a permit under this ordinance shall be established through the annual budget process.

(4) Animal Waste Storage Facility Plan Requirements. Each application for a permit under this section shall include an animal waste storage facility plan.

The plan shall specify:

- (a) The number and kinds of animals for which storage is provided.
- (b) A sketch of the facility and its location in relation to buildings within two hundred fifty (250) feet and homes within five hundred (500) feet of the proposed facility. The sketch shall be drawn to scale, with a scale no smaller than one inch equals one hundred (100) feet.
- (c) The structural details, including dimensions, cross sections, and concrete thickness.
- (d) The location of any wells within three hundred (300) feet of the facility.
- (e) The soil test pit locations and soil descriptions to a depth of at least three feet below the planned bottom of the facility.
- (f) The elevation of groundwater or bedrock if encountered in the soil profile and the date of any such determinations.
- (g) Provisions for adequate drainage and control of runoff to prevent pollution of surface water and groundwater such as exposed bedrock or sinkholes. If a navigable body of water lies within five hundred (500) feet of the facility, the location and distance to the body of water shall be shown.
- (h) The scale of the drawing and the North arrow.
- (i) A time schedule for construction of the facility.
- (j) A description of the method in transferring animal waste into the facility.
- (k) A recoverable benchmark(s) including elevation(s) expressed in feet and hundredths.
- (l) A preliminary Nutrient Management Plan, verifying the ability of the permittee to comply with Standard 590. A Nutrient Management Plan checklist will be completed by the County for this purpose.
- (m) Landowners must plan and document the availability of acceptable acreage of cropland per animal unit for all future expansions of their livestock operations. Use either Phosphorus Index (PI) or Soil Test Phosphorus Management Strategy found in the most current Conservation Practice Standard NRCS 590 Nutrient Management. A Nutrient Management Checklist will be completed by the county for this purpose.
- (n) Prior to issuance of a permit, the landowner must disclose any intention to store animal waste with other waste in the storage facility.

(5) Animal Feedlot Plan Requirements. Each application for a permit under this section shall include an animal feedlot facility plan. The plan shall specify:

(a) A plan map showing location of the facility, including buildings, homes, and wells within 300 feet of the proposed site. The sketch shall be drawn to scale, with a scale no smaller than 1 inch: 100 feet.

(b) The location of any wells within 300 feet of the facility.

(c) The location of all soil test pits, including a detailed log of each pit, to a depth of at least 3 feet below the planned bottom elevation of the facility. The location of each test pit, prior to digging, and the log descriptions of each pit, as it is excavated, shall be determined and recorded by Brown County Land Conservation Department staff.

(d) Depth of high ground water, estimated or observed, in the soil profile and date determined.

(e) Depth to bedrock, estimated or observed.

(f) Ground contours (2 foot maximum intervals), with spot elevations, indicating land slope at and around the site for a minimum distance of 100 feet.

(g) Provisions for adequate drainage and control of runoff to prevent pollution of surface and ground water such as exposed bedrock or sinkholes. The location of any navigable body of water within 500 feet of the proposed site must be shown. Rivers and streams in Brown County shall be presumed to be navigable if they are designated as continuous waterways or intermittent waterways on U.S. Geological Survey (USGS) quadrangle maps.

(h) Description of the type(s) of materials the facility is to consist of; size, dimensions, and cross sections of the facility, and any other specific details including, but not limited to, concrete thickness in floor and walls, steel schedules, and fencing.

(i) A time schedule for construction of the facility.

(j) Scale of the plan drawing(s) and north arrow.

(k) Description of bench mark(s) including elevation(s) expressed in feet and hundredths.

(l) Landowners must plan and document the availability of acceptable acreage of cropland per animal unit for all future expansions of their livestock operations. Use either Phosphorus Index (PI) or Soil Test Phosphorus Management Strategy found in the most current Conservation Practice Standard NRCS 590 Nutrient Management. A Nutrient Management Checklist will be completed by the county for this purpose.

(6) Animal Waste Storage Facility Abandonment Plan Requirements. Each application for a permit under this section shall include an abandonment plan. The plan shall specify:

(a) The abandonment plan may include provisions for future operation of the animal waste storage facility. The facility shall meet the standards and specifications in Section 26.11 of the ordinance and shall have a permit issued under this ordinance. Facilities not meeting this requirement shall be properly abandoned under this section.

(b) A preliminary Nutrient Management Plan, verifying the ability of the permittee to comply with Standard 590. A Nutrient Management Plan checklist will be completed by the county for this purpose.

(c) Provisions to remove and properly dispose of all accumulated wastes in the manure facility.

(d) Provisions to remove any concrete or synthetic liner, or properly use pieces of the concrete or synthetic liner, or properly use pieces of the concrete or synthetic liner as clean fill at the site.

(e) Provisions to remove and properly dispose of any soil saturated with waste from the manure storage facility.

(f) Provisions to remove any soils, to the depth of significant manure saturation or 2 feet whichever is less, from the bottom and sides of a facility without a constructed liner.

(g) Provision to remove or permanently plug the waste transfer system serving the manure storage facility.

(h) Covering all disturbed area with topsoil, seeding the areas with a grass mixture, and mulching the seeded area. This subdivision does not apply if an alternative use of the site is authorized under an abandonment plan approved by the county or town as part of the permit.

(7) Winter Spreading Plan Requirements. Each application for a permit under this section shall include a Winter Spreading Plan. The plan shall specify:

(a) The lowest risk fields for the application of winter spread manure based on slope, length of slope, soils, and depth to bedrock.

(b) Specify rates of application and applicable setbacks from the nearest surface waters and/or direct conduit to groundwater as determined by Brown County Land Conservation Department.

(c) The plan must include a description of the emergency response procedures that will be engaged immediately in the event of direct runoff related to the spreading of animal waste.

(d) Only maps prepared by Brown County Land Conservation Department, using GIS technology, may be used to identify appropriate fields for animal waste applications.

(e) For the purpose of this practice winter spreading plans shall take effect no later than December 1st prior to the winter for which the plan is developed and continue through the following March 31st unless animal waste can be effectively incorporated.

(f) The landowner shall maintain an accurate record of the date, location, and rate of application for every application of manure on the land that is subject to the winter spreading permit. The record shall be made available to the Brown County Land

Conservation Department upon request and shall be retained by the landowner for one year following the date of application.

Transitional Provision.

~~Applicators/landowners of animal waste required to have a permit under s.26.10(d) in the Towns of Green Bay, Scott and Morrison shall notify the Brown County Land Conservation Department by December 1, 2006 of their intent to comply. BCLCD shall work with the applicator/landowner to develop winter spreading plans in priority order based on the potential for off-site impacts. An applicator/landowner is considered to be in compliance for the 2006-2007 winter season provided they have contacted the department prior to December 1, 2006 and cooperates with the department in the development of the winter spreading plan.~~

~~Applicators/landowners required to have a permit under s.26.10 in the Towns of Glenmore, Holland, Humboldt and Wrightstown shall be required to obtain a winter spreading permit prior to December 1, 2007.~~

~~Applicators/landowners in all other areas of the county will be required to obtain a winter spreading permit prior to December 1, 2008.~~

(8) Temporary Unconfined Manure Stacking Requirements. Each application for a permit under this section shall include a site plan. The plan shall specify

(a) Waste consistencies. Waste materials having less than 16% solids shall not be stacked in the field.

(b) Size and stacking period.

(c) Hydrologic Soil Groups.

(d) Subsurface Separation Distance.

(e) Surface Separation Distances.

(9) Review of Application. The County Land Conservation Department shall receive and review all permit applications.

(a) The County Land Conservation Department shall determine if the proposed facility meets the required standards set forth in Section 26.11 of this ordinance. Within sixty days after receiving the completed application and fee, the County Land Conservation Department shall inform the applicant in writing whether the permit application is approved or disapproved. If additional information is required, the County Land Conservation Department has thirty days from the receipt of the additional information in which to approve or disapprove the application. If the County Land Conservation Department fails to approve or disapprove the permit application in writing within sixty days of the receipt of the permit application or within thirty days of the receipt of additional information, as appropriate, the application shall be deemed approved and the applicant may proceed as if a permit had been issued.

(b) Prior to approval or disapproval of the permit application, the County Land Conservation Department shall submit a copy of the proposed plan(s) to the town office of the town where the site is located for their review and/or approval if appropriate.

(10) Permit Conditions. All permits issued under this ordinance shall be issued subject to the following conditions and requirements:

(a) Design, construction and management shall be carried out in accordance with the animal waste facility plan and applicable standards specified in Section 26.11 of this ordinance.

(b) The permittee shall give five (5) working days notice to the County Land Conservation Department before starting any construction activity authorized by the permit.

(c) Approval in writing must be obtained from the County Land Conservation Department prior to any modifications to the approved animal waste facility plan.

(d) The permittee and, if applicable, the contractor, shall certify in writing by signing the certification sheet that the facility was installed as planned and designed. A copy of the signed certification sheet shall be mailed to the County Land Conservation Department within thirty days of completion of installation.

(e) Activities authorized by permit must be completed within two years from the date of issuance after which such permit shall be void.

(f) Nutrient management plans shall be submitted to the Brown County Land Conservation Department annually by June 1.

(11) Permit Revocation. The County Land Conservation Department may revoke any permit issued under this ordinance if the holder of the permit has misrepresented any material fact in the permit application or animal waste facility plan, or if the holder of the permit violates any of the conditions of the permit.

26.11 STANDARDS AND SPECIFICATIONS.

(1) Animal Feedlots. The standards and specifications for design, construction, operation and maintenance of animal feedlots are those identified in Standards 350 and 312, USDA-NRCS Technical Guide. Feedlots requiring a permit under this ordinance shall not deliver more than 20 pounds of phosphorus annually as determined by the County Land Conservation Department.

(2) Animal Feedlot Separation Requirements. All new animal feedlots shall be sited a minimum of 100 feet from adjacent properties, 300 feet from any lake or perennial stream (as defined by U.S.G.S. quadrangle maps), and at least 2 vertical feet from groundwater.

(3) Animal Waste Storage Facilities. The standards and specifications for design, construction, operation, and maintenance of animal waste storage facilities are those identified in Standards 313 and 634, USDA-NRCS Technical Guide. The Standards and Specifications for

abandonment/closure of animal waste storage facilities are those identified in Standard 360, USDA-NRCS Technical Guide.

(a) NRCS Standard 313 Waste Storage (NRCS WI 12/05) III. Conditions Where Practice Applies. This standard does not apply to: facilities in which greater than 10% of the design storage volume or greater than 25,000 gallons is occupied by any combination of domestic waste, industrial wastewater generated offsite, or sludge. These types of facilities are defined and regulated under various codes administered by the Wisconsin Department of Natural Resources (WDNR).

(4) Animal Waste Storage Facilities Separation Requirements. All new animal waste storage facilities shall be sited a minimum of 250 feet from adjacent properties, 300 feet from any lake or perennial stream (as defined by USGS quadrangle maps), and at least 3 vertical feet from groundwater. Reception pits as part of the animal feedlot or buildings with underfloor storage shall be sited a minimum of 100 feet from adjacent properties.

(5) Nutrient Management. Animal wastes for which permits are issued under this chapter of the Code and all wastes from existing livestock waste storage facilities shall be managed and utilized in accordance with Standard 590, USDA-NRCS Technical Guide. A current (590) Nutrient Management Plan must be submitted annually to the Brown County Land Conservation Department by June 1st, until the animal waste storage facility is no longer in use and it has been properly abandoned.

(a) ATCP 50.04 (3)(a)

(a) A landowner shall have and follow an annual nutrient management plan when applying nutrients to any field after the date specified in par. (h). A nutrient management plan shall comply with this subsection. (Register November 2006 No. 611)

ATCP 50.04 (3)(b)

(b) The plan shall include every field on which the landowner mechanically applies nutrients. (Register November 2006 No. 611)

ATCP 50.04 (3)(c)

(c) A nutrient management planner qualified under s.ATCP 50.48 shall prepare or approve the plan. (Register November 2006 No. 611)

ATCP 50.04 (3)(g)

(g) The plan shall be consistent with any nutrient management plan required under ch. NR 113, 204 or 214 if the landowner applies septage, municipal sludge, industrial waste or industrial byproducts to the land. A landowner is not required to have a nutrient management plan under this subsection if the landowner applies only septage, municipal sludge, industrial waste or industrial byproducts according to ch. NR 113, 204 or 214. (Register November 2006 No. 611)

Nutrient Management (acre) code 590 Natural Resources Conservation Service Conservation Practice Standard V. Criteria (NRCS WI, 9/05)

(j) Organic byproducts of other than manure (i.e., industrial wastes, municipal sludge, and septage) applied to fields shall be analyzed for nutrient content and applied in

accordance with applicable regulations including restrictions on heavy metal content and land application rates.

(k) Manure, organic byproducts, and fertilizers shall not run off the field site during or immediately after application. If ponding, runoff or drainage to subsurface tiles occurs, implement the following activities as appropriate:

- (1) Stop application.
- (2) Take corrective action to prevent offsite movement.
- (3) Modify the application (rate, method, depth of injection, timing to eliminate runoff or draining to subsurface tiles.

(6) Temporary Unconfined Manure Stacking Requirements. Each application for a permit under this section shall include plan specifications identified in Standard 313, USDA - NRCS Technical Guide.

(7) Manure Management Prohibitions. The following prohibitions are incorporated into this ordinance:

- (a) All livestock producers shall comply with this section.
- (b) A livestock operation shall have no overflow of manure storage facilities.
- (c) A livestock operation shall have no unconfined manure pile in a water quality management area.
- (d) A livestock operation shall have no direct runoff from a feedlot or stored manure into the waters of the state.
- (e) A livestock operation may not allow unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate sod or self-sustaining vegetative cover.

1. This prohibition does not apply to properly designed, installed and maintained livestock or farm equipment crossings.

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

**Respectfully submitted,
LAND CONSERVATION COMMITTEE**

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

Approved by: _____ \s\ Tom Hinz, County Executive	Date: 5/24/2010
Approved by: _____ \s\ Darlene K. Marcelle, County Clerk	Date: 5/25/2010
Approved by: _____ \s\ Guy Zima, County Board Chair	Date: 5/26/2010

No. 10e -- RESOLUTION AUTHORIZING AN APPLICATION FOR A LAKE PROTECTION AND ORDINANCE DEVELOPMENT GRANT FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

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

Ladies & Gentlemen:

WHEREAS, revisions to Chapter NR 115, Wisconsin Administrative Code were adopted in November 2009, were officially published in January 2010, and are in full force and effect from and after February 1, 2010; and

WHEREAS, Wisconsin's shoreland protection program is codified in Chapter NR 115, Wisconsin Administrative Code; and

WHEREAS, Wisconsin counties have two years from February 1, 2010, to update their shoreland development rules to be consistent with or exceed Wisconsin's rules; and

WHEREAS, Brown County is responsible for the regulation of the use and development of unincorporated shoreland areas and is required to update its shoreland development rules to be consistent with or exceed Wisconsin's rules; and

WHEREAS, Wisconsin Department of Natural Resources Lake Management and Protection and Ordinance Development grant funds are currently available for development or amendment of local regulations to ensure consistency with new NR 115 regulations, with counties eligible to apply each year for such a grant, with the grant award to range from not less than \$5,000 but not more than \$50,000 and to be for no more than 75% of project cost, with required county match of 25%.

WHEREAS, it is necessary for the Brown County Board of Supervisors to approve the preparation and filing of an application for the County to receive funds from this program; and

WHEREAS, the Brown County Board of Supervisors has reviewed the need for the proposed project and the benefits to be gained therefrom.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors formally requests financial assistance from the Wisconsin Department of Natural Resources "Lake Management Protection and Ordinance Development Grant Program" for the purpose of development or amendment of Brown County shoreland development rules; and

BE IT FURTHER RESOLVED, that the Brown County Board of Supervisors does approve and authorize the preparation and filing of an application for the above-named project; and

NOW, THEREFORE, BE IT RESOLVED that the attached buyer's agency representation agreement is approved and the County Executive is allowed to execute this agreement.

Respectfully submitted,
EXECUTIVE COMMITTEE

A motion was made by Supervisor Kaster and seconded by Supervisor Evans **“to adopt”**.

Vote taken. Roll Call #10f(1):

Ayes: De Wane, Erickson, Brunette, Zima, Evans, Dantine, La Violette, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Wetzel, Scray, Carpenter, Lund

Nays: Tumpach, Nicholson, Theisen, Krueger, Haefs, Buckley, Clancy, Moynihan, Fewell

Excused: Vander Leest

Total Ayes: 16 Total Nays: 9 Total Excused: 1

Motion carried.

Approved by: \s\ Tom Hinz, County Executive

Date: 5/24/2010

ATTACHMENT TO RESOLUTION #10F

BUYER'S AGREEMENT

ON THE FOLLOWING PAGES.

WB-36 BUYER AGENCY/TENANT REPRESENTATION AGREEMENT

1 ■ **BROKER THE SOLE AUTHORITY TO ACT FOR BUYER AS A BUYER'S AGENT:** Buyer (see lines 154-155) gives
2 Broker the exclusive right to act as Buyer's agent to locate an interest in property and to negotiate the procurement of an
3 interest in property, except as excluded under lines 11-20. Except for excluded properties described in lines 11-20, Buyer
4 agrees that during the term of this Agreement, Buyer will not enter into any other agreements to retain any other buyer's
5 agent.

6 **NOTE: IF BUYER WORKS WITH OWNER OR AGENTS OF OWNER IN LOCATING AND/OR NEGOTIATING AN**
7 **INTEREST IN PROPERTY, BUYER MAY BE RESPONSIBLE FOR BROKER'S FULL COMPENSATION IF**
8 **BUYER'S CONTACTS WITH OWNER OR OWNER'S AGENT RESULT IN NO COMPENSATION BEING**
9 **RECEIVED BY BROKER FROM OWNER OR OWNER'S AGENT.**

10 ■ **PURCHASE PRICE RANGE:** \$1,500,000 - \$4,500,000

11 ■ **EXCLUDED PROPERTIES:** The following properties are excluded from this Agreement until _____ [INSERT DATE]

12 Note: Identify any specific excluded properties or limitations on the scope of this Agreement including geographic
13 limitations, or limitations on property type included under this Agreement. _____
14

15 This agreement is in effect only for the purchase of the property for the Sheriff's
16 department facilities use.
17 _____
18 _____
19 _____
20 _____

21 ■ **COMPENSATION:** Broker's compensation shall be: [Check "SUCCESS FEE", "OTHER COMPENSATION", OR
22 BOTH, as applicable] **SUCCESS FEE:** 2.100 % of the purchase price or _____
23 whichever is greater. **OTHER COMPENSATION:** _____
24

25 INSERT THE AMOUNT AND TYPE OF OTHER FEE, E.G. RETAINER FEE, OR HOURLY FEE

26 If this Agreement calls for a success fee, it is agreed that Broker has earned the success fee if, during the term of this
27 Agreement (or any extension of it), Buyer or any person acting on behalf of Buyer acquires an interest in property or enters
28 into an enforceable written contract between owner and Buyer to acquire an interest in property, at any terms and price
29 acceptable to owner and Buyer. Broker's compensation remains due and payable if an enforceable written contract entered
30 into by Buyer per lines 26-29 fails to close. Once earned, Broker's compensation is due and payable at the earlier of closing
31 or the date set for closing, unless otherwise agreed in writing.

32 Broker (may) ~~(may not)~~ **STRIKE ONE** accept compensation from owner or owner's agent. (Broker may accept
33 compensation from owner or owner's agent if neither is struck.) Broker's compensation from Buyer will be reduced by any
34 amounts received from owner or owner's agent.

35 ■ **BROKER'S DUTIES:** In consideration for Buyer's agreements, Broker agrees to use professional knowledge and
36 skills, and reasonable efforts, to: 1) locate an interest in property, unless Broker is being retained solely to negotiate the
37 procurement of an interest in a specific property, and 2) negotiate the procurement of an interest in property, as required,
38 by giving advice to Buyer within the scope of Broker's license, facilitating or participating in the discussions of the terms
39 of a potential contract, completing appropriate contractual forms, presenting either party's contractual proposal with an
40 explanation of the proposal's advantages and disadvantages and other efforts including but not limited to the following:
41 _____

42 unless Broker is retained solely to locate an interest in property.

43 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in
44 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money,
45 Buyer authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement signed
46 by all parties having an interest in the trust funds. If the transaction fails to close and the earnest money is disbursed to Buyer,
47 then upon disbursement to Buyer the earnest money shall be paid first to reimburse Broker for cash advances made by Broker
48 on behalf of Buyer.

49 ■ **NON DISCRIMINATION:** Buyer and Broker agree that they will not discriminate based on race, color, sex, sexual
50 orientation as defined in Wisconsin Statutes §111.32(13m), disability, religion, national origin, marital status, lawful
51 source of income, age, ancestry, familial status or in any other unlawful manner.

52 ■ **BROKER DISCLOSURE TO CLIENTS:**

53 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 54 (a) The duty to provide brokerage services to you fairly and honestly.
 55 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
 56 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 57 unless disclosure of the information is prohibited by law.
 58 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the
 59 information is prohibited by law. (See lines 170-173)
 60 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential
 61 information or the confidential information of other parties. (See lines 109-122)
 62 (f) The duty to safeguard trust funds and other property the broker holds.
 63 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 64 advantages and disadvantages of the proposals.

65 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S**
 66 **CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 67 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,
 68 unless you release the broker from this duty.
 69 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
 70 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are
 71 within the scope of the agency agreement.
 72 (d) The broker will negotiate for you, unless you release the broker from this duty.
 73 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law,
 74 give information or advice to other parties who are not the broker's clients, if giving the information or advice is
 75 contrary to your interests.
 76 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation
 77 relationship"), different duties may apply.

78 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

79 A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a
 80 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction
 81 consent, the broker may provide services to the clients through designated agency.
 82 Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the
 83 other client or clients in the transaction and the broker's duties will remain the same. Each salesperson will provide
 84 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the
 85 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the
 86 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A
 87 salesperson will not reveal any of your confidential information to another party unless required to do so by law.
 88 If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If
 89 you authorize a multiple representation relationship the broker may provide brokerage services to more than one client in
 90 a transaction but neither the broker nor any of the broker's salespersons may assist any client with information, opinions, and
 91 advice which may favor the interests of one client over any other client. If you do not consent to a multiple representation
 92 relationship the broker will not be allowed to provide brokerage services to more than one client in the transaction.

93 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

94 _____ I consent to designated agency.

95 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

96 _____ I reject multiple representation relationships.

97 NOTE: You may withdraw your consent to designated agency or to multiple representation relationships by written notice to
 98 the broker at any time. Your broker is required to disclose to you in your agency agreement the commission or fees that you
 99 may owe to your broker. If you have any questions about the commission or fees that you may owe based upon the type of
 100 agency relationship you select with your broker you should ask your broker before signing the agency agreement.

101 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker
 102 by providing brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests. A
 103 subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

104 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about**
 105 **brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an**
 106 **attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes**
 107 **and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of**
 108 **the Wisconsin statutes.**

109 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in
 110 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept
 111 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.
 112 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.

113 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

114 1. Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (See lines 170-173).

115 2. Any facts known by the broker that contradict any information included in a written inspection report on the property
 116 or real estate that is the subject of the transaction. To ensure that the broker is aware of what specific information
 117 you consider confidential, you may list that information below (See lines 119-120). At a later time, you may also
 118 provide the broker with other information you consider to be confidential.

119 **CONFIDENTIAL INFORMATION: Information obtained from the Brown County Board of Supervisors**
 120 **designated as being confidential and used in purchase negotiations.**

121 **NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker):** _____

122 _____

123 ■ **WAIVER OF CONFIDENTIALITY:** Buyer may wish to authorize Broker to disclose information which might otherwise be
 124 considered confidential. An example of this type of information might be financial qualification information which may be
 125 disclosed to strengthen Buyer's offer to purchase/lease proposal in the eyes of prospective sellers/landlords. Broker's
 126 authorization to disclose may be indicated at lines 121-122. Unless otherwise provided at lines 119-120, Broker has permission
 127 to disclose Buyer's identity to owner, owner's agents and other third parties without prior consent from Buyer. Buyer
 128 acknowledges that pursuant to Wisconsin Statute section 706.03(1)(b)(1m) a conveyance, such as an offer to purchase, is not
 129 binding if it is signed by a representative properly authorized by Buyer (e.g., with a power of attorney) until such time as Buyer
 130 is identified in the conveyance.

131 ■ **NON-EXCLUSIVE RELATIONSHIP:** Buyer acknowledges and agrees that Broker may act for other buyers in connection
 132 with the location of properties and may negotiate on behalf of such buyers with the owner or owner's agent. In the event that
 133 Broker undertakes to represent and act for other buyers, Broker shall not disclose to Buyer, or any other buyer, any confidential
 134 information of any buyer, unless required by law.

135 ■ **COOPERATION:** Buyer agrees to cooperate with Broker and to provide Broker accurate copies of all relevant records,
 136 documents and other materials in Buyer's possession or control which are required in connection with the purchase, option,
 137 exchange or lease of property. Buyer agrees to be reasonably available for showings of properties. Buyer authorizes
 138 Broker to do those acts reasonably necessary to fulfill Broker's responsibilities under this Agreement including retaining
 139 subagents. Buyer shall promptly notify Broker in writing of the description of any property Buyer locates. Buyer shall also
 140 notify Broker of the identity of all persons making inquiries concerning Buyer's objectives stated in this Agreement.

141 ■ **PROPERTY DIMENSIONS:** Buyer acknowledges that property dimensions, total square footage and total acreage
142 information provided to Buyer may be approximate due to rounding and may vary due to different formulas which can be
143 used to calculate these figures. Unless otherwise indicated, property dimension figures have not been verified by survey.
144 **CAUTION: Buyer should verify any property dimension or total square footage/acreage calculation which is**
145 **material to Buyer.**

146 ■ **DEFINITIONS:**

147 **ADVERSE FACT:** An "adverse fact" means any of the following:

148 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 149 1) Significantly and adversely affecting the value of the property;
- 150 2) Significantly reducing the structural integrity of improvements to real estate; or
- 151 3) Presenting a significant health risk to occupants of the property.

152 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
153 under a contract or agreement made concerning the transaction.

154 **BUYER:** "Buyer", as used in this Agreement, is the party executing this Agreement and seeking to acquire an interest in
155 real estate or a business opportunity by purchase, lease, option, exchange or any other manner.

156 **DEADLINES-DAYS:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by
157 excluding the day the event occurred and by counting subsequent calendar days.

158 **DELIVERY:** Delivery of documents or written notices related to this Agreement may only be accomplished by:

- 159 1) giving the document or written notice personally to the party;
- 160 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a
161 commercial delivery system, addressed to the party, at the party's address (See lines 220, 226 and 232);
- 162 3) electronically transmitting the document or written notice to the party's fax number (See lines 222, 228 and 234); and
- 163 4) as otherwise agreed in additional provisions on lines 182-190 or in an addendum to this Agreement.

164 **INTEREST IN PROPERTY:** The "interest in property" to be obtained by Buyer includes a purchase, leasehold, option,
165 exchange agreement or any other procured interest in real property unless restricted at lines 11-20, in additional provisions
166 (lines 182-190) or elsewhere in this Agreement.

167 **LOCATE AN INTEREST IN PROPERTY:** "Locate an interest in property" shall mean, as used in this Agreement, to
168 identify, evaluate according to the standards set by Buyer, and determine the availability of the interest sought by Buyer
169 in a property.

170 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such
171 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party,
172 that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects
173 or would affect the party's decision about the terms of such a contract or agreement.

174 **NEGOTIATE THE PROCUREMENT OF AN INTEREST IN PROPERTY:** "Negotiate the procurement of an interest in
175 property" shall mean, as used in this Agreement, to contact the owner of the property or the owner's agent to ascertain
176 the terms and conditions upon which the interest may be obtained and to otherwise assist Buyer in reaching an
177 agreement to procure the interest sought by Buyer in the property as may be specified in this Agreement.

178 **PERSON ACTING ON BEHALF OF BUYER:** In this Agreement "Person acting on behalf of Buyer" shall mean any person
179 joined in interest with Buyer, or otherwise acting on behalf of Buyer, including but not limited to Buyer's immediate family,
180 agents, servants, employees, as well as any and all corporations, partnerships, limited liability companies or other entities
181 controlled by, affiliated with or owned by Buyer in whole or in part.

182 ■ **ADDITIONAL PROVISIONS:** _____
183 _____
184 _____
185 _____
186 _____
187 _____
188 _____
189 _____
190 _____

191 ■ **ADDENDA:** The attached Addenda _____
192 _____ is/are made a part of this Agreement.

193 ■ **TERM OF THE AGREEMENT:** From the 25th day of May, 2010
194 up to and including midnight of the 30th day of April, 2011
195 Notwithstanding lines 193-194, Broker and Buyer agree that this Agreement shall ~~shall not~~ **STRIKE ONE** end [if neither
196 struck, this Agreement shall end] when Buyer procures an interest in property.

197 ■ **TERMINATION OF AGREEMENT:** Neither Buyer nor Broker has the legal right to unilaterally terminate this Agreement
198 absent a material breach of contract by the other party. Buyer understands that the parties to this Agreement are Buyer and the
199 Broker (firm). Agents (salespersons) for Broker (firm) do not have the authority to terminate this Agreement, amend the
200 compensation terms or shorten the term of this Agreement, without the written consent of the agent(s)' supervising broker.
201 Buyer and Broker agree that any termination of this Agreement by either party before the date stated on line 194 shall be
202 indicated to the other party in writing and shall not be effective until delivered to the other party in accordance with lines
203 158-163. CAUTION: Early termination of this Agreement may be a breach of contract, causing the terminating party to
204 potentially be liable for damages.

205 ■ **EXTENSION OF AGREEMENT TERM:** The Agreement term is extended for a period of one year as to any property
206 which during the term of this Agreement was: 1) located or negotiated for by Broker, Broker's agent, Buyer or any person
207 acting on behalf of Buyer, or 2) which was the subject of a written offer to purchase submitted by Buyer or any person
208 acting on behalf of Buyer. If this extension is based on Broker's or Broker's agent's location or negotiation, this extension
209 shall only be effective if a written description of the property is delivered to Buyer no later than three days after expiration
210 of this Agreement.

211 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and
212 persons registered with that registry by contacting the Wisconsin Department of Corrections on the Internet at
213 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

214 ■ **READING/RECEIPT: BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
215 **AGREEMENT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY OTHER**
216 **DOCUMENTS INCORPORATED INTO THIS AGREEMENT.**

217 Dated this 25th day of May, 2010

218 (x) *Tom Hinz* Tom Hinz For Brown County WI. 5/26/10
219 Buyer's Signature ▲ Print Name Here: ▲ Date ▲
220 325 E. Walnut St. 920-448-4053
221 Green Bay, WI 54305 Buyer's Address ▲ Buyer's Phone # ▲
222 (920) 448-4054 BC County Executive@co.brown.wi.us
223 Buyer's Fax # ▲ Buyer's E-Mail Address ▲

224 (x) _____
225 Buyer's Signature ▲ Print Name Here: ▲ Date ▲
226 _____
227 Buyer's Address ▲ Buyer's Phone # ▲
228 _____
229 Buyer's Fax # ▲ Buyer's E-Mail Address ▲

230 (x) *Joseph Van Deurzen* Joseph Van Deurzen Hilgenberg Realty LLC. 05/25/2010
231 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲
232 1620 So. Ashland Ave (920) 435-2002
233 Green Bay, WI 54304 Broker/Firm Address ▲ Broker/Firm Phone # ▲
234 (920) 435-4003 www.hilgenbergrealty.com
235 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

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

No. 11a -- LATE COMMUNICATION FROM SUPERVISOR FEWELL REGARDING: TO SEND A RESOLUTION TO THE STATE OF WISCONSIN SUPPORTING AND REQUESTING THE FUNDING OF THE SPECIAL DRUG PROSECUTOR IN THE BROWN COUNTY DISTRICT ATTORNEY OFFICE. THE RESOLUTION SHOULD INCLUDE THE REPORT PRESENTED TO THE BROWN COUNTY BOARD AT its MAY 19, 2010 COUNTY BOARD MEETING.

Refer to Public Safety Committee

No. 12 -- BILLS OVER \$5,000 FOR PERIOD ENDING APRIL 30, 2010.

A motion was made by Supervisor Andrews and seconded by Supervisor Fleck “**to pay the bills over \$5,000 for period ending April 30, 2010**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 13 -- CLOSING ROLL CALL:

Present: Tumpach, De Wane, Nicholson, Theisen, Krueger, Haefs, Erickson, Brunette, Evans, Buckley, Dantine, La Violette, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: Vander Leest

Total Present: 25 Excused: 1

No. 14 -- ADJOURNMENT TO WEDNESDAY, JUNE 16, 2010 AT 7:00 P.M. LEGISLATIVE ROOM, #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

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

Meeting adjourned at 10:37 pm

ls\ DARLENE K. MARCELLE
Brown County Clerk