

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
AUGUST 19, 2020

Pursuant to Section 19.85 and 59.094, Wis. Stats., notice is hereby given to the public that the regular meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** will be held **IN PERSON** on **Wednesday, August 19, 2020 at 7:00 p.m.**, at the **Resch Center Complex, 820 Armed Forces Dr., Green Bay, WI 54304.**

The following matters will be considered:

- Call to order at 7:00 p.m.
- Invocation.
- Pledge of Allegiance.

Opening Roll Call

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Aye	Aye	25
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Nay	0
Chu	3	Aye	Landwehr	12	Aye	Schultz	21	Aye	Abstain	0
Dorff	4	Aye	Dantine, JR.	13	Aye	Peters	22	Aye	Excused	1
Jacobson	5	Aye	Brusky	14	Excused	Suennen	23	Aye	Total	25
Lefebvre	6	Aye	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Aye					

No. 1 -- ADOPTION OF AGENDA.

Chairman Buckley amended the agenda to take item #11c after item #10a. A motion was made by Supervisor Sieber and seconded by Supervisor Kaster **“to adopt the agenda as amended.”** Voice vote taken. Motion carried unanimously.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) State name and address for the record.
- b) Comments will be limited to five minutes.
- c) The Board’s role is to listen to public comments, and not ask questions, discuss nor take action regarding public comments.

Twenty-two members of the public addressed the Board under Comments from the Public. **See attached handout at end of minutes**

No. 3 -- APPROVAL OF MINUTES OF JULY 15, 2020.

A motion was made by Supervisor Borchardt and seconded by Supervisor De Wane **“to approve.”** Voice vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Schadewald addressed the Board on behalf of the Health Department. Supervisor Schadewald informed the Board that the Board of Health will be launching a marketing campaign aimed at promoting, normalizing, and accepting mask wearing in the community. Mr. Schadewald stated the campaign will focus on education regarding why to wear masks as well as who masks are worn for.

Supervisor Van Dyck informed the Board that the Brown County Fair started today and goes through this Sunday. Supervisor Van Dyck extended his gratitude to all the workers and volunteers who worked very hard on making this a success and reality.

Supervisor Chu stated that the YWCA is holding an *Implicit Bias* training conference on October 15th. Supervisor Chu invited Supervisors to contact her if they are interested in signing up.

Supervisor Borchardt discussed that there will be a 19th Amendment Centennial Bell ringing ceremony at the Brown County Courthouse on August 26th at noon. Supervisor Borchardt also discussed the book *Dreamers and Doers, Volume 2* and acknowledged the female County employees, both past and present that were mentioned in the book.

Supervisor Lefebvre announced that she is present at the meeting; however, she is in the upper box seating for health and safety reasons, based on advice from her medical professional.

No. 5 -- PRESENTATION OF COMMUNICATIONS FOR CONSIDERATION

LATE COMMUNICATIONS:

No. 5a -- FROM SUPERVISOR KASTER: I AM REQUESTING THE FOLLOWING BROWN COUNTY ISSUES LICENSE FEES BE REDUCED BY 50% FOR THE 2020-2021 PERIOD (AS PER 2020 BROWN COUNTY BUDGET BOOK; RATES AND FEES) THE FOLLOWING:

<u>Health & Human Services – Public Health</u>	Unit	2020 Rate/Fee
Soft Drink Stand, Frozen Confection	License	149.00
Tavern	License	149.00
Additional Tavern Area	License	38.00
Restaurant:		
Temporary Restaurant	License	191.00
Prepackaged Food Only	License	162.00
Food Preparation On Site (Risk Categories):		
Simple with Gross Sales Under \$50K	License	99.00
Simple with Gross Sales \$50K to \$200K	License	564.00
Simple with Gross Sales Over \$200K	License	636.00
Moderate with Gross Sales Under \$100K	License	682.00
Moderate with Gross Sales \$100K to \$400K	License	744.00

Moderate with Gross Sales Over \$400K	License	804.00
Complex with Gross Sales Under \$150K	License	855.00
Complex with Gross Sales \$150K to \$600K	License	918.00
Complex with Gross Sales Over \$600K	License	975.00
Additional Food Preparation Area (within Establishment)	License	106.00

Referred to Human Services and Administration Committee.

No. 5b -- FROM SUPERVISOR SCHADEWALD: THIS COMMUNICATION IS MY REQUEST FOR THE ANNUAL BUDGET HEARINGS (COMMITTEE AND FULL BOARD) BE DONE VIRTUALLY TO ALLOW BOTH IN-PERSON AND VIRTUAL PARTICIPATION BY ALL SUPERVISORS AND STAFF MEMBERS.

Referred to Administration and Executive Committee

No. 5c -- FROM SUPERVISOR DENEYS: AMEND CHAPTER 2 OF THE BROWN COUNTY ORDINANCES TO REQUIRE THAT IF A CHAIR OF THE COUNTY BOARD OR COMMITTEE ELECTS TO HAVE A MEETING AND ALLOWS FOR PUBLIC COMMENTS VIA US POSTAL SERVICE MAIL OR EMAIL FOR SAID MEETING, THAT SAID PUBLIC COMMENTS RECEIVED THROUGH THESE METHODS SHALL BE READ INTO THE RECORD BY THE CHAIR DURING THE PUBLIC COMMENTS SECTION OF THE MEETING.

Referred to Executive Committee

No. 5d -- FROM SUPERVISOR BORCHARDT AND LEFEBVRE: TO TAKE A LOOK AT ADDING PROTECTED CLASS REGARDING VOUCHERS AND HOMELESSNESS.

Referred to Administration Committee

**No. 5e -- FROM SUPERVISOR LEFEBVRE: I AM ASKING THE HUMAN SERVICE/COUNTY BOARD ADOPT THE FOLLOWING NACO RESOLUTION THE EXECUTIVE COMMITTEE PASSED, URGING THE FEDERAL GOVERNMENT TO ---
DECLARE RACISM A NATIONAL PUBLIC HEALTH CRISIS--**

- 1-ASSERT THAT RACISM IS A PUBLIC HEALTH CRISIS AFFECTING OUR ENTIRE COUNTRY.**
- 2- LEVERAGE A RACIAL EQUITY LENS IN EVALUATING FEDERAL POLICY.**
- 3- DEVELOP RELEVANT POLICIES AIMED AT IMPROVING HEALTH AND ECONOMIC OPPORTUNITY IN COMMUNITIES OF COLOR AND**
- 4- SUPPORT LOCAL, STATE AND FEDERAL INITIATIVES THAT ADVANCE SOCIAL JUSTICE.**

Referred to Human Services Committee

No. 5f -- FROM CHAIRMAN BUCKLEY: EXPLANATION WHY THE COUNTY NEEDS FOUR MASTER ELECTRICIANS VS USING JOURNEYMAN. THIS COMES TO LIGHT AS THERE IS A POSTING, I ASSUME TO REPLACE A MASTER ELECTRICIAN LEAVING. ALSO IF DOCUMENTATION CAN BE PROVIDED ON WORK DONE IN THE COUNTY THAT ONLY A MASTER ELECTRICIAN WOULD HAVE BEEN ABLE TO DO OR THAT WE HIRED A PRIVATE ELECTRICAL SERVICE PROVIDER TO DO MAINTENANCE WORK. I FEEL THAT ALL THE ELECTRICIANS COULD AND SHOULD BE WORKING TOGETHER AS A TEAM THROUGHOUT THE COUNTY.

Referred to Planning, Development and Transportation Committee

No. 6 -- APPOINTMENTS BY COUNTY BOARD CHAIR AND BOARD OF SUPERVISORS COMMITTEE AS A WHOLE.

None.

No. 7 -- CONFIRMATION/APPOINTMENTS BY COUNTY EXECUTIVE.

None.

No. 8a -- REPORT BY BOARD CHAIRMAN.

Chairman Buckley encouraged his fellow Board members to sign up for the Citizens Academy program through the Brown County Sheriff's Office, as currently only one supervisor has done so.

County Board Chairman Buckley informed the Board that the Annual Budget Meeting is tentatively scheduled for 9am on October 28th at the Resch Center. The subsequent Veto Session, if necessary, would be held on November 4th. The September meeting will also be held at the Resch Center, as it currently stands.

No. 8b -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach thanked the County Clerk staff for conducting a successful election for the August Partisan Primary. Executive Streckenbach also thanked all municipal clerks for their work on conduction of elections during these challenging times.

Executive Streckenbach stated that there has been increased interest in absentee voting and encouraged those who are interested in doing so to contact their municipal clerks.

County Executive Streckenbach mentioned that the core gallery at the Neville Museum has recently opened. The core gallery will be a new experience to visitors and is able to accommodate over 250 additional artifacts than the previous gallery.

Executive Streckenbach informed the Board that budget deliberations have been ongoing. As was the stated goal in 2017, this budget aims to reduce taxes, reduce debt, and invest in the community.

County Executive Streckenbach stated that keeping employees for over 10 years is becoming increasingly rare in today's climate and as a result, acknowledged County staff that were celebrating their 20th and 25th anniversaries.

No. 9 -- OTHER REPORTS.

None.

No. 10 -- Standing Committee Reports

No. 10a -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF AUGUST 5, 2020.

1. Consent Agenda - Library Board Minutes of February 20, April 30, May 21 and June 18, 2020.
2. Consent Agenda - Neville Public Museum Governing Board Minutes of July 13, 2020.
3. Consent Agenda - Parks - Budget Status Financial Reports for May and June 2020 (unaudited).
4. Consent Agenda - Golf Course – Budget Status Financial Reports for May and June 2020 (Unaudited).
5. Consent Agenda - NEW Zoo – Budget Status Financial Reports for May and June 2020 (unaudited).
6. Consent Agenda - Museum – Budget Status Financial Report for May and June 2020 (unaudited).
7. Consent Agenda - Audit of the Bills. To approve consent agenda items.
8. Golf Course - Superintendent’s Report. *No action taken.*
9. Parks Dept. - 2021 Capital Project 5-Year Outlook Summary – Informational. *No action taken.*
10. Parks Dept. - Director’s Report. *No action taken.*
11. NEW Zoo and Adventure Park - Director’s Report. *No action taken.*
12. Library - 2021 Capital Project 5-Year Outlook Summary – Informational. *No action taken.*
13. Library Report/Director’s Report.
 - a. COVID-19 response update/re-opening plan status. *No action taken.*
14. Museum - Director’s Report. *No action taken.*
15. Parks - Request for Approval: Fairgrounds Master Plan Revision July 21, 2020. To approve.
16. Parks - Request for Approval: 2020 Hunting Dates in Brown County Parks. To approve.
17. Parks - Budget Adjustment 20-054: Any increase in expenses with an offsetting increase in revenue. To approve.
18. Parks - Budget Adjustment 20-056: Any increase in expenses with an offsetting increase in revenue. To approve.
19. Parks - Resolution Increasing the Uniform Boat Launch Fee for Brown County. To approve. See Resolutions and Ordinances.
20. Parks - Resolution to Acquire 4.54 Acres of Land on Nicolet Drive for a Public Park and Boat Landing, and Flood Remediation Purposes. To approve. See Resolutions and Ordinances.

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

Item #11c was taken at this time

No. 11c -- **RESOLUTION TO ACQUIRE 4.54 ACRES OF LAND ON NICOLET DRIVE FOR A PUBLIC PARK AND BOAT LANDING, AND FLOOD REMEDIATION PURPOSES.**

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

Ladies and Gentlemen:

WHEREAS, on April 17, 2019, the Brown County Board of Supervisors approved a Resolution, as required by the WI DNR prior to applying for a grant, entitled *Resolution Authorizing Grant Application to the WI DNR in Order to Acquire Approximately 4.54 Acres of Land on Nicolet Drive for a Public Safety Harbor Boat Landing*, which authorized the County Parks Department to seek funding for the future acquisition of 4.54 acres of land at 3251, 3263-3265, and 3279 Nicolet Drive, Green Bay, Wisconsin (a/k/a Parcel Numbers 22-66-1, 22-65 and 22-64, respectively); and

WHEREAS, sufficient funding has been previously approved of as part of Public Works Project A-23, entitled *Nicolet Drive Drainage*, in order to purchase 3279 Nicolet Drive (Parcel 22-64, appraised at over \$200,000) for flood remediation purposes; and

WHEREAS, on May 23, 2017, the Brown County Board of Supervisors adopted the *County Parks and Outdoor Recreation Plan 2017-2022*, which recommends preserving and managing the natural, historical and cultural resources of Brown County, including, but not limited to improving water access and acquiring property in furtherance of these goals; and

WHEREAS, the County Parks Department has now received funding commitments from: **1)** the WI DNR grant in the amount of \$249,000; **2)** the Fox River/Green Bay Natural Resource Trustee Council grant in the amount of \$605,500; and **3)** the County Public Works Department in the amount of \$195,500 (said funding commitments total \$1,050,000); and

WHEREAS, the County Parks Department desires to acquire Parcel Numbers 22-66-1, 22-65 and 22-64 to increase water access, and the County Public Works Department desires to utilize Parcel 22-64 for flood remediation purposes.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents to accepting the above mentioned two grants for purposes of developing a public safe harbor boat landing/park and flood remediation, and approves of and directs appropriate County Officials and Agents to take any and all actions necessary for the County Parks Department to purchase all three above mentioned parcels for an aggregate amount of \$1,050,000, using funds from the funding sources described above.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The total purchase price of the three parcels is \$1,050,000, of which: \$195,500 is from the Public Works Department; \$249,000 is from the Wisconsin Department of Natural Resources (Land Water Conservation Fund); and \$605,500 is from the Fox River/Green Bay Natural Resources Trustee Council. This resolution allows for the purchase of the three parcels, and does not include or authorize improvements on the property.

Respectfully submitted,

EDUCATION & RECREATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-055R
Authored by: Parks Department
Approved by: Corporation Counsel

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

Roll Call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Aye	Aye	22
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Nay	3
Chu	3	Aye	Landwehr	12	Aye	Schultz	21	Aye	Abstain	0
Dorff	4	Aye	Dantinne, JR.	13	Aye	Peters	22	Aye	Excused	1
Jacobson	5	Aye	Brusky	14	Excused	Suennen	23	Aye	Total	25
Lefebvre	6	Aye	Murphy	15	Nay	Schadewald	24	Nay		
Friberg	7	Aye	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Nay	Hopkins	18	Aye					

Motion carried.

ATTACHMENTS TO RESOLUTION #11C
ON THE FOLLOWING PAGES



HC



110

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07-30-2020
REQUEST TO: Education and Recreation Committee; County Board
MEETING DATE: 08/05/2020 Ed & Rec; 08/19/2020 Co Board
REQUEST FROM: Matt Kriese
REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: RESOLUTION TO ACQUIRE 4.54 ACRES OF LAND ON NICOLET DRIVE FOR A PUBLIC PARK AND BOAT LANDING, AND FLOOD REMEDIATION PURPOSES

ISSUE/BACKGROUND INFORMATION:

On April 17, 2019 the Brown County Board of Supervisors authorized the Parks Department to seek funding for future acquisition of three parcels of land on Nicolet Drive, in the City of Green Bay for a public boat landing/park. One of the parcels is also needed for flood remediation. Since that time, the Department has applied for and received funding for the property acquisition. At this time the Parks Department is seeking authorization and direction from the County Board to purchase the property as described in the Resolution.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? Yes No N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? WDNR, Federal and Public Works funding
 - c. If funding is from an external source, is it one-time or continuous?
3. Please provide supporting documentation of fiscal impact determination.

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

llc

No. 10b -- REPORT OF PUBLIC SAFETY COMMITTEE OF AUGUST 4, 2020.

1. Review Minutes of:
 - a. Local Emergency Planning Committee (July 14, 2020). To approve.
2. Public Safety Communications - 2021 Capital Project 5-Year Outlook Summary – Informational. *No action taken.*
3. Public Safety Communications - Budget Status Financial Report for June 2020 (unaudited). Receive and place on file.
4. Public Safety Communications - Budget Adjustment Request (20-055): Any allocation from a department's fund balance. To approve.
5. Public Safety Communications - Director's Report.
 - a. COVID-19 Update – *Standing Item.* Receive and place on file.
6. Emergency Mgmt. - 2021 Capital Project 5-Year Outlook Summary – Informational. *No action taken.*
7. Emergency Mgmt. - Budget Status Financial Report for June 2020 (unaudited). Receive and place on file Items 7 & 8.
8. Emergency Mgmt. - Budget Status Financial Report for June 2020 – Including Disaster Management Account – COVID/Flooding. *See action at Item 7.*
9. Emergency Mgmt. - Director's Report.
 - a. COVID-19 Update – *Standing Item.* Receive and place on file.
10. District Attorney - Oath of DA Investigators and Presentation of Badges. *No action taken.*
11. District Attorney - Update re: DA Investigators. *No action taken.*
12. District Attorney Report.
 - a. COVID-19 Update – *Standing Item.* Receive and place on file.
13. Medical Examiner - 2021 Capital Project 5-Year Outlook Summary – Informational. Take Items 13 & 14 together and receive and place on file.
14. Medical Examiner - Budget Status Financial Report for June 2020 (unaudited). *See action at Item 13.*
15. Medical Examiner's Report.
 - a. COVID-19 Update – *Standing Item.* *No report; no action taken.*
16. Clerk of Courts Report.
 - a. COVID-19 Update – *Standing Item.* *No report; no action taken.*
17. Circuit Courts, Commissioners, Probate - Budget Status Financial Report for June 2020 (unaudited). *No action taken.*
18. Circuit Courts, Commissioners, Probate - Director's Report.
 - a. COVID-19 Update – *Standing Item.* *No report; no action taken.*
19. Sheriff - Update re: Jail Addition – *Standing Item.* Receive and place on file.
20. Sheriff - 2021 Capital Project 5-Year Outlook Summary – Informational. *No action taken.*
21. Sheriff - Budget Status Financial Report for June 2020 (unaudited). Receive and place on file.
22. Sheriff - Key Factor Report through June 2020 (unaudited). Receive and place on file.
23. Sheriff - Request for Table of Organization Change Resolution – Sheriff's Office - Drug Task Force - Advanced Criminal Analyst. To hold until October meeting.
24. Sheriff - Green Bay Electronics Record Program Software License and Service Agreement - request for approval. To approve Items 24 & 25 and send to the County Board in resolution form. *See Resolutions & Ordinances.*
25. Sheriff - Green Bay Electronics Record Program Software Sub-License and Service Agreement – request for approval. *See action at Item 25.*
26. Sheriff - Discussion re: Net Motion Licenses. Receive and place on file.

27. Sheriff's Report.
 - a. COVID-19 Update – *Standing Item*. Receive and place on file.
28. Communication from Chair Buckley re: Discussion and possible action regarding compensation for Courthouse and District Attorney Office employees for March 19, 2020 shutdown. To hold for one month.
29. Audit of bills. To approve the audit of the bills.

A motion was made by Supervisor Kaster and seconded by Supervisor Chu “**to adopt.**” Motion carried unanimously with no abstentions.

No. 10c -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF JULY 28, 2020.

1. Public Works - CTH M – Lineville Road – Presentation by JT Engineering. *No action needed.*
2. Public Works - 2021 Capital Project 5-Year Outlook Summary – Informational. *No action needed.*
3. Public Works - Summary of Operations Report. Receive and place on file.
4. Public Works - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
5. Airport - 2021 Capital Project 5-Year Outlook Summary – Informational. *No action taken.*
6. Airport - Award RFB #2383 to Northeast Asphalt. To approve RFB #2383 to Northeast Asphalt excluding Alt Bid 4 for a total of \$505.160.
7. Airport - Director's Report.
 - a. June 2020 Unaudited Airport Financials.
 - b. Open Position Report.
 - c. Projects Update.
 - d. COVID-19 Update. Receive and place on file.
8. Port & Resource Recovery - Leachate Service Agreement – Request for Approval. To approve.
9. Port & Resource Recovery - 5-Year Capital Improvement Plan. *No action taken.*
10. Port & Resource Recovery - RR Budget Status Financial Report – 2nd Quarter. Receive and place on file.
11. Port Budget Status Financial Report – 2nd Quarter. Receive and place on file.
12. Port & Resource Recovery - Director's Report
 - a. COVID-19 Update.
13. Extension – Budget Status Financial Report for May and June 2020. *See Item 14.*
14. Register of Deeds – Budget Status Financial Report for June 2020. Receive and place on file Items 13 & 14.
15. Communication from Supervisors Friberg, Chu and Lund re: To introduce a Resolution to establish goals, sustainability, clean energy and Carbon Neutrality for Brown County. See attached resolution. To send to Administration.
16. Acknowledging the bills. To acknowledge receipt of the bills.

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

No. 10ci -- REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF JULY 28, 2020.

1. Brown County Land and Water Conservation Budget Status Reports (unaudited).
 - a. May 31, 2020. Receive and place on file.
 - b. June 30, 2020. Receive and place on file.
2. Director's Report
 - a. September 2nd 2020 Save the Bay Tour/Congressman Gallagher.
 - b. Phase 2 Demonstration Farms Network Update. Receive and place on file.

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

No. 10d -- REPORT OF HUMAN SERVICES COMMITTEE OF JULY 23, 2020.

1. Review Minutes of:
 - a. Human Services Board (June 11, 2020). Receive and place on file.
2. Communication from former Supervisor Tran re: Resolution to Provide Emergency Funding to Combat COVID-19 in Brown County. *May Motion: To provide \$50,000 to Howe Community Resource Center to be used for COVID-19; of that \$50,000, use up to 4% for administrative fee; and have Howe Resource Center provide where those funds have been utilized. June Motion: Hold for one month. July Motion: Hold for one month.*
3. Communication from Supervisors Brusky and Lefebvre re: That the Brown County Public Health Department work with Administration in drawing up an ordinance to prevent the spread of the coronavirus through the mandatory use of face masks/face coverings in Brown County as recommended by the CDC and the Surgeon General along with other recommended corrective and preventive measures. Take Items 3, 4 & 5 together.
4. Communication from Supervisors Brusky and Lefebvre re: That the Brown County Public Health Department work with Administration to draw up an ordinance requiring the mandatory wearing of face masks or face coverings in Brown County buildings and when within six feet of non-family members on Brown County property, that, when used in conjunction with other measures, would slow the spread of COVID-19 as recommended by the CDC and the US Surgeon General. *See Item 5.*
5. Communication from Supervisor Schadewald re: This communication is my request for the Human Services Committee to examine the option of encouraging all "ESSENTIAL BUSINESSES" in Brown County as defined earlier this year to require masks be worn by all employees and patrons to promote public health for our citizens during this COVID-19 pandemic. To refer to Corp Counsel and the Health Department to draft three ordinances. 1) An ordinance that requires face coverings to be worn outside the home and at mass gatherings at a home. 2) An ordinance that requires face coverings for all workers and customers at "Essentials Businesses" as defined under the March Safer At Home Order and 3) An ordinance that requires the public to wear face coverings on county owned property. Each ordinance should include an exceptions clause. The enforcement clause should have the following 1st offense is educational, 2nd offense is a written warning and all subsequent offenses would be a citation from either law enforcement of public health for fines between \$5 and \$500. All violations would be referred to the District Attorney or Brown County Corporation Counsel Office. 4) Resolution encouraging "Essential Businesses" to require face coverings be worn.
6. Wind Turbine Update - Receive new information – Standing Item. Receive and place on file.
7. ADRC - Director's Report.

- a. COVID-19 Update. Receive and place on file.
8. Syble Hopp - 2021 Capital Project 5-Year Outlook Summary – Informational. Receive and place on file.
9. Syble Hopp - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
10. Veterans - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- 10b. Veterans - Resolution Supporting the Commitment to Veterans Support and Outreach Act (The Act). To approve. See Resolutions & Ordinances.
11. Health & Human Srvc. Dept. - 2021 Capital Project 5-Year Outlook Summary – Informational. Receive and place on file.
12. Health & Human Srvc. Dept. - Executive Director's Report.
 - a. COVID-19 Update. Receive and place on file.
13. Health & Human Srvc. Dept. - Financial Report for Community Treatment Center and Community Services. Receive and place on file.
14. Health & Human Srvc. Dept. - Statistical Reports. To suspend the rules and takes Items #14a-#14c together.
 - a) Monthly CTC Data.
 - i. Bay Haven Crisis Diversion.
 - ii. Nicolet Psychiatric Center.
 - iii. Bayshore Village (Nursing Home).
 - iv. CTC Double Shifts.
 - b) Child Protective Services – Child Abuse/Neglect Report.
 - c) Monthly Contract Update. Receive and place on file Items #14a-#14c.
15. Health & Human Srvc. Dept. - Request for New Non-Contracted and Contracted Providers. To approve.
16. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Vice Chair Sieber and seconded by Supervisor Borchardt **“to adopt.”** Vice Chair Sieber requested that item #5 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

5. Communication from Supervisor Schadewald re: This communication is my request for the Human Services Committee to examine the option of encouraging all "ESSENTIAL BUSINESSES" in Brown County as defined earlier this year to require masks be worn by all employees and patrons to promote public health for our citizens during this COVID-19 pandemic. To refer to Corp Counsel and the Health Department to draft three ordinances. 1) An ordinance that requires face coverings to be worn outside the home and at mass gatherings at a home. 2) An ordinance that requires face coverings for all workers and customers at "Essentials Businesses" as defined under the March Safer At Home Order and 3) An ordinance that requires the public to wear face coverings on county owned property. Each ordinance should include an exceptions clause. The enforcement clause should have the following 1st offense is educational, 2nd offense is a written warning and all subsequent offenses would be a citation from either law enforcement of public health for fines between \$5 and \$500. All violations would be referred to the District Attorney or Brown County Corporation Counsel Office. 4) Resolution encouraging "Essential Businesses" to require face coverings be worn.

Following discussion, a motion was made by Vice Chair Sieber and seconded by Supervisor Evans **“to receive and place on file.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10e -- REPORT OF ADMINISTRATION COMMITTEE OF AUGUST 6, 2020.

1. Review minutes of:
 - a. Benefits Advisory Committee of March 4, 2020. Receive and place on file.
2. Communication from Supervisor Van Dyck re: Request that Corporation Counsel prepare the necessary resolution to place the following referendum question on the November 3, 2020 ballot. Should Wisconsin State Statutes be amended to provide County Boards of Supervisors with the authority to approve or overturn any actions taken by County Health Officers that impose county wide restrictions on citizens and/or businesses, or that require county wide closure of businesses?
To request Corporation Counsel prepare the necessary resolution to place the following referendum question on the November 3, 2020 ballot. Should Wisconsin State Statutes be amended to provide County Boards of Supervisors with the authority to approve or overturn any actions taken by County Health Officers that impose county wide restrictions on citizens and/or businesses, or that require county wide closure of businesses? And bring it to the August County Board meeting.
3. Communication from Supervisor Landwehr re: For Brown County to take necessary steps to promote expansion of high-speed internet in currently underserved areas of the County. This may include creation of a broadband committee and resolution(s) related to the PSC's Broadband Forward! Certification. For Administration Committee Chair to work with Corporation Counsel to create a committee in the proper legal manner.
4. Communication from Supervisors Friberg, Chu and Lund re: To introduce a Resolution to establish goals, sustainability, clean energy and Carbon Neutrality for Brown County. ****See attached resolution**** Receive and place on file.
5. Communication from Supervisors Brusky and Lefebvre re: That provisions be made to enable members of the Brown County Board of Supervisors and its standing committees to attend meetings virtually during the coronavirus pandemic. Receive and place on file.
6. Ordinance to Amend Chapter 2 of the Brown County Code of Ordinances Regarding Special Meetings. To send to Corporation Counsel for review and bring back.
7. Resolution Approving Changes to the Brown County Prescription Benefit Manager (PBM) and to Pharmacy Benefits. To approve. See Resolutions and Ordinances.
8. Resolution Adopting Brown County's 2021 Five-Year Capital Improvement Plan. To hold for one month. See Resolutions and Ordinances.
9. Resolution Supporting the *Commitment to Veterans Support and Outreach Act* (The Act). To approve. See Resolutions and Ordinances.
10. Budget Adjustment Request (20-060): Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation. To approve.
- 10a. Budget Adjustment Request (20-058): Reallocation of up to 10% of the originally appropriated fund between any levels of appropriation (based on lesser of originally appropriated amounts). To approve.
11. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
12. Child Support - Budget Status Financial Report for June 2020 – Unaudited. Receive and place on file.
13. Child Support - Director Summary June-July 2020. Receive and place on file.
14. TS - Budget Status Financial Report for June 2020 – Unaudited. Receive and place on file.
15. TS - 2021 Capital Project 5-Year Outlook Summary – Informational. Receive and place on file.
16. TS - Discussion and possible action on a RFP for broadband expansion in Brown County. *No action taken.*

17. TS - Discussion on options for virtual voting at monthly County Board meetings. *No action taken.*
18. TS - Discussion on future meeting options during pandemic. *No action taken.*
19. TS - DoTS Monthly Report. Receive and place on file.
20. Treasurer - Discussion/Action Regarding request to sell property acquired by Brown County via In-Rem Foreclosure Proceedings and the 2020 Foreclosure Judgments of Judge Thomas Walsh - Branch 2 of Brown County Circuit Court case 2019CV001435 to the Municipality:
PARCEL # SU-620-4 Harbor Lights Road in the Village of Suamico. To recommend the sale of Parcel SU-620-4 to the Village of Suamico for what is owed to Brown County \$258.05 payable to the Brown County Treasurer and \$30 payable to the Brown County Register of Deeds subject to the standard terms of sale to a municipality and those standard terms of sale are in this case that the Village would pay 2020 property tax bill in full, the Village would pay any delinquent water, sewer, utility bills and any of these type of charges post-closing, Brown County would not pay any current or outstanding special assessments or special charges and the conveyance would be by quitclaim deed only.
21. Treasurer - Discussion/Action Regarding request to sell property acquired by Brown County via In-Rem Foreclosure Proceedings and the 2020 Foreclosure Judgments of Judge Thomas Walsh - Branch 2 of Brown County Circuit Court case 2019CV001435 to the City of Green bay Redevelopment Authority (GB RDA): (attachments)
PARCEL # 14-118 at 1255 Cherry St. in the City of Green Bay. Parcel 21-8049 at 2475 Remington Rd. in the City of Green Bay. To recommend the sale of Parcel 14-118 to the Green Bay RDA for ~~\$5,930.54~~ \$5,938.54* payable to the Brown County Treasurer and \$30 to the Brown County Register of Deeds subject to the standard terms of sale to a municipality and in this case those standard terms would include that the City pays the 2020 property tax bill in full, the city would pay the delinquent water and sewer bills and those types of charges post-closing and Brown County would not pay any current or outstanding special assessments or special charges and by quitclaim deed only, furthermore the recommendation of the Treasurer is to also recommend the sale of Parcel 21-8049 to the Green Bay RDA for \$318.61 payable to the Brown County Treasurer and \$30 payable to the Brown County Register of Deeds subject to the standard terms of sale for a municipality and those standard terms of sale would be as indicated regarding Parcel 14-118.
22. Treasurer - Review of Treasurer's Dept. Budget Performance Report for June 2020 YTD - Unaudited. Receive and place on file.
23. Treasurer's Report. Receive and place on file.
24. Admin & HR - Budget Adjustment Log. To approve.
25. Admin & HR - Director's Reports. Receive and place on file.
26. County Clerk - Budget Status Financial Report for June 2020 – Unaudited. Receive and place on file.
27. Corporation Counsel - Oral Report. Receive and place on file.
28. Audio of bills. To acknowledge receipt of the bills.

**Correction made at the Brown County Board of Supervisors meeting on 8/19/2020.*

A motion was made by Supervisor Schadewald and seconded by Supervisor Peters **“to adopt.”** Supervisor Schadewald requested that items #3, #17, and #21 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

3. Communication from Supervisor Landwehr re: For Brown County to take necessary steps to promote expansion of high-speed internet in currently underserved areas of the County. This

may include creation of a broadband committee and resolution(s) related to the PSC's Broadband Forward! Certification. For Administration Committee Chair to work with Corporation Counsel to create a committee in the proper legal manner.

Following discussion, a motion was made by Supervisor Schadewald and seconded by Supervisor Landwehr **"to approve."** Voice vote taken. Motion carried with no abstentions.

21. Treasurer - Discussion/Action Regarding request to sell property acquired by Brown County via In-Rem Foreclosure Proceedings and the 2020 Foreclosure Judgments of Judge Thomas Walsh - Branch 2 of Brown County Circuit Court case 2019CV001435 to the City of Green Bay Redevelopment Authority (GB RDA): (attachments) PARCEL # 14-118 at 1255 Cherry St. in the City of Green Bay. Parcel 21-8049 at 2475 Remington Rd. in the City of Green Bay. To recommend the sale of Parcel 14-118 to the Green Bay RDA for \$5,930.54 payable to the Brown County Treasurer and \$30 to the Brown County Register of Deeds subject to the standard terms of sale to a municipality and in this case those standard terms would include that the City pays the 2020 property tax bill in full, the city would pay the delinquent water and sewer bills and those types of charges post-closing and Brown County would not pay any current or outstanding special assessments or special charges and by quitclaim deed only, furthermore the recommendation of the Treasurer is to also recommend the sale of Parcel 21-8049 to the Green Bay RDA for \$318.61 payable to the Brown County Treasurer and \$30 payable to the Brown County Register of Deeds subject to the standard terms of sale for a municipality and those standard terms of sale would be as indicated regarding Parcel 14-118.

Supervisor Schadewald explained that there was a mistake made in the sale amount. A motion was made by Supervisor Schadewald and seconded by Supervisor Vander Leest **"to amend Item #21 by striking \$5,930.54 and adding \$5,938.54."** Voice vote taken. Motion carried unanimously with no abstentions.

17. TS - Discussion on options for virtual voting at monthly County Board meetings. No action taken.

A motion was made by Supervisor Schadewald and seconded by Supervisor Lefebvre **"to hold future Board meetings virtually."** Following legal opinion of Corporation Counsel, Supervisor Schadewald rescinded his motion.

Motion made by Supervisor Schadewald and seconded by Supervisor Landwehr **"to approve."** Voice vote taken. Motion carried unanimously with no abstentions.

No. 11 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

No. 11a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

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

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

20-054 PARKS	The department was awarded a grant from the David L. and Rita E. Nelson Family Fund for the construction of a Barkhausen Waterfowl Preserve viewing platform and connecting trail. This will be placed on the property recently acquired through a WPS donation, north of the main Barkhausen building. The grant will cover the work in full and no county dollars will be used. Fiscal Impact: \$34,000
20-055 PUBLIC SAFETY COMMUNICATIONS	This Public Safety Communications budget adjustment is for the partial use of the 2019 Securus settlement proceeds received to be used for 5 years prepaid maintenance on two purchase addendums to the Motorola Flex CAD software; ASAP2PSAP and CAD2CAD. Fiscal Impact: \$13,572
20-056 PARKS	The Parks Dept. received two grants, each for \$7,500, to cover 50% of the cost to install Automated Pay Stations at the Suamico and Bay Shore boat landings. These machines will reduce staff time, paper envelope costs and provide convenience to customers. Total grant award of \$15,000, and the 50% match of \$15,000 to be covered from the boat landing fund. Fiscal Impact: \$30,000

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE
PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-069R

Authored by Administration

Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustments listed above.

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

ATTACHMENTS TO RESOLUTION #11A
ON THE FOLLOWING PAGES

BUDGET ADJUSTMENT REQUEST

<u>Category</u>	<u>Approval Level</u>
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year 	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board <i>CH</i>
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9 Any allocation from the County's General Fund (<i>requires separate Resolution</i>) <i>After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.</i>	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

The department was awarded a grant from the David L. and Rita E. Nelson Family Fund for the construction of a Barkhausen Waterfowl Preserve viewing platform and connecting trail. This will be placed on the property recently acquired through a WPS donation, north of the main Barkhausen building. The grant will cover the work in full and no county dollars will be used

Fiscal Impact: \$ 34,000

**Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.*

<u>Increase</u>	<u>Decrease</u>	<u>Account #</u>	<u>Account Title</u>	<u>Amount</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.062.091.001.6110.1	Outlay, Other	\$ 34,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.062.091.001.4309	Other Grant Revenue	\$ 34,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

EB

Matt Kriese
Digitally signed by Matt Kriese
 Date: 2020.07.07 15:41:21
 -05'00

AUTHORIZATIONS
Troy Streckenbach
Troy Streckenbach (Jul 7, 2020 21:43:01)

Signature of Department Head
 Department: Parks
 Date: 07/07/2020

Signature of DCA or Executive
 Date: Jul 7, 2020

Revised 12/17/19
Submit Form

11a











BA 20-054 Parks BA_ Barkhausen Viewing Platform Grant_Page_1

Final Audit Report

2020-07-08

Created:	2020-07-07
By:	Andrea Holden (Holden_AJ@co.brown.wi.us)
Status:	Signed
Transaction ID:	CEJCHBCAABAA2PYFzGUuax2ZkAvCaatt-Dsugqyg76X

"BA 20-054 Parks BA_ Barkhausen Viewing Platform Grant_Page_1" History

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2020-07-07 - 9:26:39 PM GMT
-  Email viewed by Erica Bendickson (erica.bendickson@browncountywi.gov)
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2020-07-07 - 9:41:37 PM GMT
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-  Document e-signed by cw (chad.weininger@browncountywi.gov)
Signature Date: 2020-07-07 - 11:47:43 PM GMT - Time Source: server - IP address: 205.213.50.254
-  Document emailed to Troy Streckenbach (troy.streckenbach@browncountywi.gov) for signature
2020-07-07 - 11:47:46 PM GMT
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2020-07-08 - 2:43:26 AM GMT - IP address: 174.192.148.163
-  Document e-signed by Troy Streckenbach (troy.streckenbach@browncountywi.gov)
Signature Date: 2020-07-08 - 2:43:59 AM GMT - Time Source: server - IP address: 174.192.148.163

 Adobe Sign

11a

BUDGET ADJUSTMENT REQUEST

20-055

<u>Category</u>	<u>Approval Level</u>
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board <i>CCB</i>
9 Any allocation from the County's General Fund (requires separate Resolution) <i>After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.</i>	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:


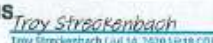
This Public Safety Communications budget adjustment is for the partial use of the 2019 Securix settlement proceeds received to be used for 5 years prepaid maintenance on two purchase addendums to the Motorola Flex CAD software; ASAP2PSAP and CAD2CAD.

EB

Fiscal Impact*: \$ 13,572

**Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.*

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.013.001.9002	PSC Transfer In	\$ 13,572
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.013.001.5306.100	PSC Maintenance Agreement Software	\$ 13,572
<input checked="" type="checkbox"/>	<input type="checkbox"/>	431.013.432.9003	CAD Cap Project Fund Transfer Out	\$ 13,572
<input type="checkbox"/>	<input checked="" type="checkbox"/>	431.3100.700	CAD Cap Project Fund Restricted FB	\$ 13,572
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

 Signature of Department Head Department: <u>Public Safety Comm</u> Date: <u>7/14/20</u>	AUTHORIZATIONS  Troy Streckenbach (Jul 14, 2020 10:18 CDT) Signature of DOA or Executive Date: <u>Jul 14, 2020</u>
--	---

Revised 12/17/19
Submit Form

11a

Quote and Purchase Addendum

Quoted Date:	February 18, 2020	Quote Number:	200218
Quote Expiration:	May 18, 2020	Prepared By:	James Tracy

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

CAD2CAD (Flex)
Includes 5 years prepaid maintenance

Package Quote

\$17,232.33

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 6th-year maintenance will begin 60 months from production implementation.

6th-year Maintenance Total: \$1,083.76

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Brown County Public Safety
Communications
Customer Name

2-27-2020
Date


Authorized Signature

Cullen Peltier - Director
Print Name and Title

431.013.432.6110.020
100.013.001.5306.100
100.1520

\$ 11,813.53
\$ 180.63
\$ 5,238.17

na

Quote and Purchase Addendum

Quoted Date:	February 19, 2020	Quote Number:	200219
Quote Expiration:	May 19, 2020	Prepared By:	James Tracy

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

ASAP2PSAP
5 years maintenance included in this quote

Package Quote

\$29,545.60

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 6th-year maintenance will begin 60 months from production implementation.

6th-year Maintenance Total: \$1,630.72

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Brown County Public Safety
Communications
Customer Name


Authorized Signature

2-27-2020
Date

Cullen Pettier - Director
Print Name and Title

431.013.432.6110.020	\$ 21,392.00
100.013.001.5306.100	271.79 2 mo.
100.1520	7,881.81 58 mo.

11a

Leonard, Mandy A.

From: Rodgers, Beth A.
Sent: Monday, July 13, 2020 4:22 PM
To: Leonard, Mandy A.
Subject: FW: Invoice breakout

Follow Up Flag: Follow up
Flag Status: Flagged

Hi, I think this is all you'll need but let me know if you need more info or more formal documentation.



Beth Rodgers, PMP
Enterprise Technology Project Manager
Brown County Department of Technology Services
920-448-4026
Beth.Rodgers@browncountywi.gov

Help Desk: 920-448-4030

■ Teamwork ■ Integrity ■ Transparency ■ Diligence ■ Continuous Improvement

From: James Tracy <james.tracy@motorolasolutions.com>
Sent: Monday, July 13, 2020 4:18 PM
To: Rodgers, Beth A. <Beth.Rodgers@browncountywi.gov>
Cc: Curtis Cosgrove <curtis.cosgrove@motorolasolutions.com>
Subject: Re: Invoice breakout

Hi Beth,

Yes, it's actually quite simple. The cost for each year maintenance is actually listed on the quote under the future maintenance section of each quote. So for the CAD2CAD module, the cost each year is \$1,083.76. For the ASAP2PSAP its \$1,630.72.

Does that help at all?

Thanks,

James Tracy
Account Executive - Spillman Flex
Motorola Solutions, Inc.

O. 801-902-1200

M. 801-458-1517

E. james.tracy@motorolasolutions.com

	2020 Request	Expense in	2021 Request	Expense in	2022 Request	Expense in	2023 Request	Expense in	2024 Request	Expense in
	Carry to 2021	2021	Carry to 2022	2022	Carry to 2023	2023	Carry to 2024	2024	Carry to 2025	2025
100 011.001.1306.100 ES# (531,000 Prepaid in 2020)	\$ 21,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -
100 011.001.1306.100 ES# (520,665.67 Prepaid in 2020)	\$ 20,686.67	\$ 9,000.00	\$ 11,686.67	\$ 5,000.00	\$ 6,686.67	\$ 6,000.00	\$ 1,686.67	\$ 1,686.67	\$ -	\$ -
100 011.001.1306.100 Motorola CAD Software Maint	\$ 565,584.00	\$ 141,471.00	\$ 424,113.00	\$ 141,471.00	\$ 282,642.00	\$ 141,471.00	\$ 141,471.00	\$ 141,471.00	\$ (5.00)	\$ (5.00)
100 011.001.1306.100 ASAP7PSP (Print unit)	\$ 7,281.81	\$ 1,816.72	\$ 6,465.09	\$ 1,648.37	\$ 4,816.72	\$ 4,816.72	\$ 2,988.35	\$ 4,816.72	\$ 1,828.35	\$ 1,828.35
100 011.001.1306.100 CAD/CAD (Print unit)	\$ 5,238.17	\$ 1,083.76	\$ 4,154.41	\$ 1,083.76	\$ 3,070.65	\$ 1,083.76	\$ 1,986.89	\$ 1,083.76	\$ 901.13	\$ 901.13
Total	\$ 876,670.65	\$ 150,155.48	\$ 460,485.18	\$ 156,185.48	\$ 304,299.70	\$ 156,185.48	\$ 148,114.22	\$ 149,852.15	\$ 2,182.62	\$ 2,182.62

ASAP7PSP

Yearly maintenance	\$ 1,630.72
5 years	\$ 8,153.60
Monthly cost	\$ 138.89
Expense 2020	\$ 271.79
Prepaid	\$ 7,251.81
Nov-Dec 2020	

CAD/CAD

Yearly maintenance	\$ 1,083.76
5 years	\$ 5,418.80
Monthly cost	\$ 90.31
Expense 2020	\$ 100.61
Prepaid	\$ 5,238.17
Nov-Dec 2020	

11a












BA 20-055 PSC Securus funds usage 2

Final Audit Report

2020-07-14

Created:	2020-07-14
By:	Andrea Holden (Holden_AJ@co.brown.wi.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAFAI6NgD-cVG2RuerfZqRxsrms7YRe

"BA 20-055 PSC Securus funds usage 2" History

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-  Document emailed to Erica Bendickson (erica.bendickson@browncountywi.gov) for signature
2020-07-14 - 3:58:43 PM GMT
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-  Document emailed to cw (chad.weininger@browncountywi.gov) for signature
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2020-07-14 - 8:59:31 PM GMT
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2020-07-14 - 9:18:02 PM GMT - IP address: 205.213.50.254
-  Document e-signed by Troy Streckenbach (troy.streckenbach@browncountywi.gov)
Signature Date: 2020-07-14 - 9:18:26 PM GMT - Time Source: server - IP address: 205.213.50.254
-  Signed document emailed to cw (chad.weininger@browncountywi.gov), Erica Bendickson (erica.bendickson@browncountywi.gov), Andrea Holden (Holden_AJ@co.brown.wi.us), and Troy Streckenbach (troy.streckenbach@browncountywi.gov)
2020-07-14 - 9:18:28 PM GMT



11a

BUDGET ADJUSTMENT REQUEST

<u>Category</u>	<u>Approval Level</u>
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year 	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
<input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board <i>EB</i>
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9 Any allocation from the County's General Fund (<i>requires separate Resolution</i>) <i>After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.</i>	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

The Parks Dept. received two grants, each for \$7,500, to cover 50% of the cost to install Automated Pay Stations at the Suamico and Bay Shore boat landings. These machines will reduce staff time, paper envelope costs and provide convenience to customers. Total grant award of \$15,000, and the 50% match of \$15,000 to be covered from the boat landing fund.

EB

Fiscal Impact*: \$ 30,000

**Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.*

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	121.062.064.6110.020	Outlay Equipment	\$ 30,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	121.062.064.4302	State Grant Revenue	\$ 15,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	121.3300.200	Boat Landing Fund Balance	\$ 15,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

Matt Kriese
Digitally signed by Matt Kriese
 Date: 2020.07.16 11:02:08
 -06'00'
 Signature of Department Head
 Department: Parks
 Date: 07/16/2020

AUTHORIZATIONS
Troy Ströckenbach
Troy Ströckenbach; Jul 21, 2021 13:41:03
 Signature of DOA or Executive
 Date: Jul 27, 2020

Revised 12/17/19
Submit Form

na












BA 20-056 Parks Boat Landing Auto PayStations

Final Audit Report

2020-07-27

Created:	2020-07-16
By:	Andrea Holden (andrea.holden@browncountywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCA8AAoCieCSUF0dJTZ58T6iQGn00e0cu44HET

"BA 20-056 Parks Boat Landing Auto PayStations" History

-  Document created by Andrea Holden (andrea.holden@browncountywi.gov)
2020-07-16 - 4:11:38 PM GMT - IP address: [REDACTED]
-  Document emailed to Erica Bendickson (erica.bendickson@browncountywi.gov) for signature
2020-07-16 - 4:12:38 PM GMT
-  Email viewed by Erica Bendickson (erica.bendickson@browncountywi.gov)
2020-07-16 - 4:27:47 PM GMT - IP address: [REDACTED]
-  Document e-signed by Erica Bendickson (erica.bendickson@browncountywi.gov)
Signature Date: 2020-07-16 - 4:28:10 PM GMT - Time Source: server - IP address: [REDACTED]
-  Document emailed to cw (chad.weininger@browncountywi.gov) for signature
2020-07-16 - 4:28:12 PM GMT
-  Email viewed by cw (chad.weininger@browncountywi.gov)
2020-07-16 - 4:55:08 PM GMT - IP address: [REDACTED]
-  Email viewed by cw (chad.weininger@browncountywi.gov)
2020-07-27 - 5:35:46 PM GMT - IP address: [REDACTED]
-  Document e-signed by cw (chad.weininger@browncountywi.gov)
Signature Date: 2020-07-27 - 5:38:33 PM GMT - Time Source: server - IP address: [REDACTED]
-  Document emailed to Troy Streckenbach (troy.streckenbach@browncountywi.gov) for signature
2020-07-27 - 5:38:34 PM GMT
-  Email viewed by Troy Streckenbach (troy.streckenbach@browncountywi.gov)
2020-07-27 - 6:40:47 PM GMT - IP address: [REDACTED]
-  Document e-signed by Troy Streckenbach (troy.streckenbach@browncountywi.gov)
Signature Date: 2020-07-27 - 6:41:07 PM GMT - Time Source: server - IP address: [REDACTED]

 Adobe Sign

Ha

Education & Recreation Committee

No. 11b -- RESOLUTION INCREASING THE UNIFORM BOAT LAUNCH FEE FOR BROWN COUNTY.

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

Ladies and Gentlemen:

WHEREAS, in February 1989, the City of Green Bay, the City of De Pere, and Brown County implemented a uniform fee system for boat launching at public ramps within their borders, eliminating the need for multiple launch passes. The Village of Wrightstown was added to this program in 2018; and

WHEREAS, in 1989, the annual boat launch fee was \$20.00; in 1999 the annual boat launch fee was \$30.00; in 2017 a senior boat launch fee was established for \$30.00 and the annual boat launch fee was set at \$35.00; and

WHEREAS, public boat launch administrators from Brown County, the City of De Pere, the City of Green Bay and the Village of Wrightstown met on June 8, 2020 to discuss the uniform boat launch fee program for the eight (8) launches, and it was determined, based on the rising cost of boat landing operation and maintenance and infrastructure costs, as well as increased use and comparable fees from similar municipalities with similar water access, that it is recommended the annual fee be increased to: \$60.00 annual fee; \$50.00 annual senior fee; \$6.00 daily pass and \$75.00 commercial pass; and

WHEREAS, the City of Green Bay Common Council, the City of De Pere Park Board, and the Village of Wrightstown Board recently approved the proposed fee increase.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves and does hereby increase the annual boat launch fee for Brown County to: \$60.00 annual fee; \$50.00 annual senior fee; \$6.00 daily pass and \$75.00 commercial pass, to go into effect January 1, 2021.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The fiscal result of this resolution is projected to result in an increase of revenues in 2021.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-065R
Authored by Parks Department
Final Draft Approved by Corporation Counsel

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

ATTACHMENT TO RESOLUTION #11B
ON THE FOLLOWING PAGE

PARKS



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



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07/13/2020
REQUEST TO: Education and Recreation Committee

MEETING DATE: 08/05/2020 Ed & Rec
REQUEST FROM: Matt Kriese

REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: RESOLUTION INCREASING THE UNIFORM BOAT LAUNCH FEE FOR BROWN COUNTY

ISSUE/BACKGROUND INFORMATION:

In February 1989, the City of Green Bay, City of De Pere and Brown County implemented a uniform fee system for boat launching at public ramps within their borders, eliminating the need for multiple launch passes. In 2018, based on a jurisdictional transfer of the Wrightstown Landing, The Village of Wrightstown was added to the agreement. Based on comparable rates and fees in Wisconsin, and the length of time since a fee increase to offset rising costs, it was determined by all municipalities to raise the fees as set in the resolution.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$+64,089 – beginning Jan. 01,2021
2. Is it currently budgeted? Yes No N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? WDNR and Federal funding
 - c. If funding is from an external source, is it one-time or continuous?
3. Please provide supporting documentation of fiscal impact determination.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11b

Item #11c was taken after item #10a

Public Safety Committee

No. 11d -- **RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED: GREEN BAY ELECTRONICS RECORD PROGRAM (GERP) SOFTWARE LICENSE AND SERVICE AGREEMENT (HEREAFTER REFERRED TO AS THE "CONTRACT").**

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

Ladies and Gentlemen:

WHEREAS, the below mentioned Committee(s) reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-072R

Authored by: Corporation Counsel Office

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. The resolution allows the Sheriff to enter into a new electronic records management system which is currently budgeted.

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

ATTACHMENTS TO RESOLUTION #11D
ON THE FOLLOWING PAGES

SHERIFF'S OFFICE

Brown County

2684 DEVELOPMENT DRIVE
GREEN BAY, WISCONSIN 54311
PHONE (920) 448-4200 FAX (920) 448-6370



TODD J. DELAIN
SHERIFF

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: August 6, 2020
REQUEST TO: Brown County Board of Supervisors
MEETING DATE: August 19, 2020
REQUEST FROM: Todd J. Delain
Sheriff
REQUEST TYPE: X New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: Green Bay Electronic Records Program Software License (Brown County/City of Green Bay)

ISSUE/BACKGROUND INFORMATION:

Brown County Sheriff, De Pere PD, Hobart-Lawrence PD, Pulaski PD, Wrightstown PD and UWGB PD currently use ProPhoenix for their Law Enforcement Records Management System. We would like to move to the Green Bay Electronics Program (GERP) to ensure efficiency in completing reporting and sharing law enforcement data. With moving to GERP, all Law Enforcement Agencies in Brown County will utilize the same Records Management System and improve record keeping, data sharing and officer safety with all law enforcement agencies within Brown County.

ACTION REQUESTED:

Request approval by the Brown County Board of Supervisors to move from ProPhoenix to Gerp for records management.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$ *Replaces current budgeted LRMS funds under ProPheonix*
2. Is it currently budgeted? X Yes No N/A (if \$0 fiscal impact)
 - a. If yes, in which account? *100.074.001.5306.100*
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time or continuous?
3. Please provide supporting documentation of fiscal impact determination.

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11d

**GREEN BAY ELECTRONICS RECORD PROGRAM SOFTWARE
LICENSE AND SERVICE AGREEMENT**

This Software License and Service Agreement ("Agreement") is entered into this ____ day of _____, 2020 ("Effective Date") by and between the City of Green Bay, WI, a Wisconsin municipal corporation (hereinafter, "Licensor"), and Brown County, WI, a body corporate pursuant to Wis. Stat. § 59.01 (hereinafter, "Licensee"), collectively referred to as the Parties.

RECITALS

WHEREAS, Licensor has the authority to license the proprietary electronic records program known as the Green Bay Electronic Records Program ("GERP"); and

WHEREAS, Licensee desires to obtain a personal, nontransferable, non-exclusive limited right and license to use GERP and related documentation and services for Licensee's own internal business purposes only; and

WHEREAS, Licensor is willing to grant such a license on the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, in consideration for the fees to be paid by Licensee hereunder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree.

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following definitions:

A. *Authorized Users.* Licensee and its employees, all municipalities within Brown County, excluding the City of Green Bay and the Village of Ashwaubenton, and their respective employees, and no other persons or entities unless agreed to in writing by the Licensor.

B. *Documentation.* All user operation manuals and other materials or information describing GERP, as hereinafter defined, its performance characteristics, technical features, and other relevant information reasonably required for use of GERP, including all physical media upon which the materials or information are provided.

C. *Licensed Products.* The Software and the Documentation.

D. *Software.* That certain proprietary computer software known as GERP, in machine readable, object code form, and any modules, bug fixes, modifications, enhancements and other GERP software provided to and licensed hereunder by the Licensor to the Licensee during the Term.

2. Software License.

A. *License Grant.* Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee accepts, a limited, non-transferable and non-exclusive perpetual license to use the Software solely for Licensee's own internal business purposes and solely by the Authorized Users defined herein or such Authorized Users agreed to in writing by the Parties during the Term.

B. *Warranty of Ownership.* Licensor warrants to Licensee, and no other person or entity, that it has the right to enter into this Agreement.

H. J.

C. *Licensor Retains Title.* Licensee acknowledges that Licensor retains title to the Software, and all copyrights, trade secrets and other intellectual property rights licensed to Licensee, even if Licensee's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to Licensor.

D. *No Ownership Rights.* Other than the limited right of use of the Licensed Products described in this Agreement, Licensee shall neither have nor acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby.

E. *License Restrictions.* Licensee agrees that it will not modify, decompile, disassemble, translate, or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Licensed Products or other proprietary information of Licensor. The Licensed Products shall not be used to process data except for Licensee's internal purposes.

F. *Limitation of Licensing.* Licensor agrees that it will not enter into any licensing agreement for use of the Licensed Products with any municipality located within Brown County other than the Village of Ashwaubenton.

G. *Sublicensing.* Licensee is prohibited from granting a sublicense to use the Software to any third party, except that Licensee may require any Authorized User identified under this Agreement to pay to Licensee its proportionate share of the cost of the license to use the Software. An Authorized User's proportionate share of the cost of the license shall be determined based on its proportionate share of Licensee's total call volume during the preceding four years. Licensor shall be exclusively entitled to any amounts Licensee receives from any Authorized User in excess of said User's proportionate share of the cost of the license.

H. *Breach.* Licensee shall immediately notify Licensor in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

3. **Delivery and Installation of the Software.** Licensor shall coordinate with Licensee to deliver and install the Software on Licensee's computer network. Licensee shall make available to Licensor all facilities and networks that are required for the delivery and installation of the Software.

4. **Annual Maintenance and Support.** Licensor shall provide Annual Maintenance and Support for the Software to enable the Licensee to utilize the Software as a functioning electronic record program. Annual Maintenance and Support shall include technical support, upgrades, enhancements, modifications, training, bug fixes and error resolutions.

5. **Term and Termination.**

A. *Term.* This Agreement shall run for a term of fifteen (15) years ("Term"), beginning on June 1, 2020, and expiring on May 31, 2035. During the Term, this Agreement may be terminated upon written agreement by both Parties or as indicated in section (B). At the end of the Term, this Agreement shall automatically renew unless written notice is given by either Party.

B. *Termination.*

(i) *Material Breach.* Either Party may terminate this Agreement if the other Party commits a material breach hereof by giving fifteen (15) days' notice to the breaching Party. A material breach shall be defined as a breach of any of the obligations, terms, conditions and covenants of this

11.d.

Agreement which materially and substantially affects the Parties' performance under the Agreement and has a material adverse effect. If the breaching Party fails to correct the breach within ten (10) days, the Agreement is terminated. Either Party may immediately terminate this Agreement if the other Party fails to comply with any statutory requirement within this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

(ii) *Termination upon Notice.* Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party.

C. *Effect of Termination.* Licensee shall cease use of the Licensed Products upon termination of this Agreement and shall provide a written certification to Licensor of removal of all copies of the Software from its system and destruction of all copies of Licensed Products except those required for archival purposes. Termination of this Agreement shall not relieve Licensee of its obligation to pay any fees nor result in the refund of any fees paid.

6. **Fees and Payment.** Licensee shall pay to Licensor annually the amount of Ninety-Five Thousand Dollars (\$95,000.00) ("Annual Payment"). The Annual Payment shall be for the purchase of the license and annual maintenance as provided in this section. The Annual Payment shall be paid in full no later than June 1st of each year of this Agreement, with the first Annual Payment due upon execution of this Agreement.

A. *License Purchase Price.* The license purchase price shall be Three Hundred and Fifty Thousand Dollars (\$350,000.00) ("Purchase Price"). The Parties agree that Forty Thousand Dollars (\$40,000.00) of the Annual Payment shall be applied toward the Purchase Price annually until the Purchase Price is paid in full. Following receipt of the entire Purchase Price, Licensor shall grant Licensee a perpetual, non-exclusive license for the Licensed Products.

B. *Maintenance Fee.* The remainder of the Annual Payment shall be the Maintenance Fee. The Parties agree that upon payment in full of the Purchase Price, the entirety of the Annual Payment shall be a Maintenance Fee. Upon automatic renewal of this Agreement at the end of the Term, the Annual Maintenance and Support Fee shall increase five percent (5%) annually, not to exceed fifteen thousand dollars (\$15,000.00) annually, unless agreed to by both Parties in writing.

C. *Payments.* All payments (i) shall be made by bank check or Licensee's check or wire transfer of immediately available funds and (ii) shall be due and payable to Licensor in U.S. Dollars, at Licensor's address as stated below, or such other place(s) as Licensor may from time to time designate in writing. All payments shall be made without offset or deduction of any nature whatsoever and are nonrefundable except as expressly stated in this Agreement.

7. **Warranty.**

A. Licensor warrants that: (i) it has the right to license the Software, and that there are no pending liens, claims, or encumbrances against the Software; (ii) there has been no violation of copyright or patent rights in connection with the Licensed Products; and (iii) services provided under this Agreement will be performed in a professional and workmanlike manner, and bug fixes, modifications and enhancements provided will perform in accordance with the City's standard specifications. **EXCEPT FOR THE WARRANTIES STATED ABOVE, LICENSOR MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED. LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

11.d.

B. The Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. Licensor's sole obligation and Licensee's sole remedy under this warranty is for Licensor, at its option, to provide such services, bug fixes, or other modifications it deems appropriate, provide a functional equivalent, or reperform services, if: (i) Licensor receives proper notice of any claimed Software defect during the warranty period, or a claim of defective services or Software within thirty (30) business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim; (ii) the Licensee is otherwise in compliance with this Agreement and using the current version of the Software in accordance with Licensor standard specifications; and (iii) Licensor is able to reproduce any claimed defect. Should Licensor determine in its sole judgment after reasonable effort that a covered defect cannot be remedied, Licensor may elect to terminate this Agreement as to the affected Software and refund the paid, unused License Fees as to the affected Software only upon return of the Software and certification that the Software is no longer in use by Licensee.

C. *Further Limitations.* The limited warranties provided in this Section 7, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification, or repair of the Licensed Products or any part thereof, or upon breach by Licensee of any provision of this Agreement.

8. Indemnification.

A. Licensor hereby agrees to indemnify Licensee against any damages finally awarded against Licensee in connection with a claim that the Licensed Products directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) Licensee notifies Licensor in writing within 30 days of the claim; (ii) Licensor has sole control of the defense and all related settlement negotiations; and (iii) Licensee provides Licensor with the required assistance, information and authority. Licensor shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Licensor; or (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.

B. If the Licensed Products are held or are believed by Licensor to infringe, Licensor shall have the option, at its expense, to: (i) modify the Licensed Products to be non-infringing; or (ii) obtain for Licensee a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then Licensor may terminate the license for the infringing Licensed Products and refund any unused License Fees or Annual Maintenance and Support fees paid for the affected Licensed Products. Licensee shall discontinue use of the Software.

9. Limitation of Liability.

To the extent a claim arises under warranty, the remedy stated in Section 7 applies. To the extent a claim arises under indemnification, the remedy stated in Section 8 applies. AS TO ALL OTHER CLAIMS, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED THE PURCHASE PRICE OR FEES ACTUALLY PAID TO LICENSOR WHICH ARE DIRECTLY RELATED TO THE CLAIM, REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF

11. d.

RECOVERY, LICENSOR SHALL NOT BE LIABLE IN ANY MANNER FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS PROVIDED, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. General.

A. *Injunctive Relief.* Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle Licensor to injunctive, specific performance and/or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that Licensor's remedies at law under such circumstances would be inadequate.

B. *Assignment.* This Agreement shall not be assignable by either Party, and neither Party may delegate its duties hereunder without the prior written consent of the other Party. Any attempt by a Party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party shall be null and void and shall result in immediate termination of this Agreement under its terms and conditions.

C. *No Third-Party Beneficiaries.* Unless explicitly provided for elsewhere in this Agreement, no person other than the Parties themselves has any rights or remedies under this Agreement.

D. *Governing Law and Venue.* This Agreement is governed by the laws of the State of Wisconsin. Venue lies in the state and federal courts located in Brown County, WI.

E. *Severability.* If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. *Waiver.* Failure to require performance of any provision or waiver of a breach of a provision does not waive a Party's right to subsequently require full and proper performance of that provision.

G. *Entire Agreement.* This Agreement represents the Parties' entire agreement on this subject matter and may only be modified, amended, or added to after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

H. *Notices.* Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other Party of a change in address, the addresses set forth below shall be presumed to be current:

If to: LICENSOR
City of Green Bay Clerk
100 N. Jefferson St. Room 106
Green Bay, WI 54301

11.6.

If to: LICENSEE
Brown County Clerk
305 E. Walnut St.
P.O. Box 23600
Green Bay, WI 54305

I. *No Agency.* Nothing in this Agreement is intended nor may be construed to create between Licensor and Licensee either an employer/employee, joint venture, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

J. *Compliance with all Applicable Laws.* At all times, Licensee will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and maintain the proper insurances as are customary in the business. Furthermore, both Parties will comply with Wisconsin's Open Records Law (Chapter 19, Wis. Stats.) as required.

K. *Force Majeure.* Except for the payment of any amounts due, performance under this Agreement will be suspended for force majeure upon written notice and may be terminated if such event continues for more than 30 days.

L. *Survival.* Sections 2(C) and (D), 5(C), and 7 through 10, inclusive, shall survive any termination or expiration of this Agreement.

M. *Counterparts.* This Agreement may be executed in several counterparts, and the signatures hereon may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures, and counterparts to this Agreement containing the signatures, whether original or electronic, of all the Parties will be deemed to constitute a single, enforceable Agreement.

N. *No Discrimination.* During the term of this Agreement, the Parties, and the employees, representatives, agents and/or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

Signature Page to Follow

11.6.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date listed below.

Dated: _____, 2020

CITY OF GREEN BAY, Licensor

By _____
Eric Genrich, Mayor

By _____
Kris A. Teske, Clerk

BROWN COUNTY, Licensee

Dated: _____, 2020

By _____
Troy Streckenbach, County Executive

By _____
Sandy Juno, County Clerk

11.d.

No. 11e -- **RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED: GREEN BAY ELECTRONICS RECORD PROGRAM (GERP) SOFTWARE SUB-LICENSE AND SERVICE AGREEMENT (HEREAFTER REFERRED TO AS THE "CONTRACT").**

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

Ladies and Gentlemen:

WHEREAS, the below mentioned Committee(s) reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-073R

Authored by: Corporation Counsel Office

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. The resolution allows the Sheriff to sub-contract licensee agreements to municipalities so they can have access to the Sheriff's Department new electronic records management system (Green Bay Electronic Records Program, GERP), and is projected to generate \$47,000 in revenue to offset the cost of the new system.

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

ATTACHMENTS TO RESOLUTION #11E
ON THE FOLLOWING PAGES

SHERIFF'S OFFICE

Brown County

2684 DEVELOPMENT DRIVE
GREEN BAY, WISCONSIN 54311
PHONE (920) 448-4200 FAX (920) 448-6370



TODD J. DELAIN
SHERIFF

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: August 6, 2020
REQUEST TO: Brown County Board of Supervisors
MEETING DATE: August 19, 2020
REQUEST FROM: Todd J. Delain
Sheriff
REQUEST TYPE: X New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: Green Bay Electronic Records Program Software Sub-License and Service Agreement (Brown County/Municipalities)

ISSUE/BACKGROUND INFORMATION:

Brown County Sheriff, De Pere PD, Hobart-Lawrence PD, Pulaski PD, Wrightstown PD and UWGB PD currently use ProPhoenix for their Law Enforcement Records Management System. We would like to move to the Green Bay Electronics Program (GERP) to ensure efficiency in completing reporting and sharing law enforcement data. With moving to GERP, all Law Enforcement Agencies in Brown County will utilize the same Records Management System and improve record keeping, data sharing and officer safety with all law enforcement agencies within Brown County.

ACTION REQUESTED:

Request approval by the Brown County Board of Supervisors to move from ProPhoenix to Gerp for records management.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? *Replaces current budgeted LRMS funds under ProPheonix*
2. Is it currently budgeted? X Yes No N/A (if \$0 fiscal impact)
 - a. If yes, in which account? *100.074.001.5306.100*
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time or continuous?
3. Please provide supporting documentation of fiscal impact determination.

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

He

**GREEN BAY ELECTRONICS RECORD PROGRAM SOFTWARE
SUB-LICENSE AND SERVICE AGREEMENT**

This Software License and Service Agreement ("Agreement") is entered into this ____ day of _____, 2020 ("Effective Date") by and between Brown County, WI, a body corporate pursuant to Wis. Stat. § 59.01 (hereinafter, "Licensee") and the City/Village/Town of _____, WI, a Wisconsin municipal corporation (hereinafter, "Sub-Licensee"), collectively referred to as the Parties.

RECITALS

WHEREAS, Licensee has the authority to sub-license the proprietary electronic records program known as the Green Bay Electronic Records Program ("GERP"); and

WHEREAS, Sub-Licensee desires to obtain a personal, nontransferable, non-exclusive limited right and license to use GERP and related documentation and services for Licensee's own internal business purposes only; and

WHEREAS, Licensee is willing to grant such a sub-license on the terms and subject to the conditions of this Agreement;

NOW, THEREFORE, in consideration for the fees to be paid by Sub-Licensee hereunder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree.

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms shall have the following definitions:

A. *Authorized Users.* Sub-Licensee and its employees, and no other persons or entities unless agreed to in writing by the Licensee.

B. *Documentation.* All user operation manuals and other materials or information describing GERP, as hereinafter defined, its performance characteristics, technical features, and other relevant information reasonably required for use of GERP, including all physical media upon which the materials or information are provided.

C. *Licensed Products.* The Software and the Documentation.

D. *Software.* That certain proprietary computer software known as GERP, in machine readable, object code form, and any modules, bug fixes, modifications, enhancements and other GERP software provided to and licensed hereunder by the Licensor to the Licensee during the Term.

2. **Software License.**

A. *License Grant.* Subject to the terms of this Agreement, Licensee hereby grants to Sub-Licensee, and Sub-Licensee accepts, a limited, non-transferable and non-exclusive perpetual license to use the Software solely for Licensee's own internal business purposes and solely by the Authorized Users defined herein or such Authorized Users agreed to in writing by the Parties during the Term.

B. *Warranty of Ownership.* Licensee warrants to Sub-Licensee, and no other person or entity, that it has the right to enter into this Agreement.

11.e.

C. *Licensor Retains Title.* Licensee acknowledges that Licensor retains title to the Software, and all copyrights, trade secrets and other intellectual property rights licensed to Licensee, even if Licensee's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to Licensor.

D. *No Ownership Rights.* Other than the limited right of use of the Licensed Products described in this Agreement, Licensee shall neither have nor acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby.

E. *License Restrictions.* Licensee agrees that it will not modify, decompile, disassemble, translate, or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Licensed Products or other proprietary information of Licensor. The Licensed Products shall not be used to process data except for Licensee's internal purposes.

F. *Limitation of Licensing.* Licensor agrees that it will not enter into any licensing agreement for use of the Licensed Products with any municipality located within Brown County other than the Village of Ashwaubenon.

G. *Sublicensing.* Licensee is prohibited from granting a sublicense to use the Software to any third party, except that Licensee may require any Authorized User identified under this Agreement to pay to Licensee its proportionate share of the cost of the license to use the Software. An Authorized User's proportionate share of the cost of the license shall be determined based on its proportionate share of Licensee's total call volume during the preceding four years. Licensor shall be exclusively entitled to any amounts Licensee receives from any Authorized User in excess of said User's proportionate share of the cost of the license.

H. *Breach.* Licensee shall immediately notify Licensor in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

3. *Delivery and Installation of the Software.* Licensor shall coordinate with Licensee to deliver and install the Software on Licensee's computer network. Licensee shall make available to Licensor all facilities and networks that are required for the delivery and installation of the Software.

4. *Annual Maintenance and Support.* Licensor shall provide Annual Maintenance and Support for the Software to enable the Licensee to utilize the Software as a functioning electronic record program. Annual Maintenance and Support shall include technical support, upgrades, enhancements, modifications, training, bug fixes and error resolutions.

5. *Term and Termination.*

A. *Term.* This Agreement shall run for a term of fifteen (15) years ("Term"), beginning on June 1, 2020, and expiring on May 31, 2035. During the Term, this Agreement may be terminated upon written agreement by both Parties or as indicated in section (B). At the end of the Term, this Agreement shall automatically renew unless written notice is given by either Party.

B. *Termination.*

(i) *Material Breach.* Either Party may terminate this Agreement if the other Party commits a material breach hereof by giving fifteen (15) days' notice to the breaching Party. A material breach shall be defined as a breach of any of the obligations, terms, conditions and covenants of this

11.e.

Agreement which materially and substantially affects the Parties' performance under the Agreement and has a material adverse effect. If the breaching Party fails to correct the breach within ten (10) days, the Agreement is terminated. Either Party may immediately terminate this Agreement if the other Party fails to comply with any statutory requirement within this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

(ii) *Termination upon Notice.* Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party.

C. *Effect of Termination.* Sub-Licensee shall cease use of the Licensed Products upon termination of this Agreement and shall provide a written certification to Licensee of removal of all copies of the Software from its system and destruction of all copies of Licensed Products except those required for archival purposes. Termination of this Agreement shall not relieve Sub-Licensee of its obligation to pay any fees nor result in the refund of any fees paid.

6. **Fees and Payment.** Sub-Licensee shall pay Licensee annually an amount equal to the proportional call volume share of the Ninety-Five Thousand Dollars (\$95,000.00) ("Proportional Annual Payment"). The Proportional Annual Payment is equal to the proportional share of the Sub-Licensee's call volume relative to the total call volume of all participating Sub-Licensees. The Proportional Annual Payment is re-calculated annually based on calls for service data from the four (4) years preceding the recalculating year and relayed to the Sub-Licensee by March 1st of each year. The Proportional Share Annual Payment shall be paid in full no later than June 1st of each year of this Agreement.

A. *Payments.* All payments (i) shall be made by bank check or Licensee's check or wire transfer of immediately available funds and (ii) shall be due and payable to Licensor in U.S. Dollars, at Licensor's address as stated below, or such other place(s) as Licensor may from time to time designate in writing. All payments shall be made without offset or deduction of any nature whatsoever and are nonrefundable except as expressly stated in this Agreement.

7. **Warranty.**

A. Licensee warrants that: (i) it has the right to license the Software, and that there are no pending liens, claims, or encumbrances against the Software; (ii) there has been no violation of copyright or patent rights in connection with the Licensed Products; and (iii) services provided under this Agreement will be performed in a professional and workmanlike manner, and bug fixes, modifications and enhancements provided will perform in accordance with the City's standard specifications. **EXCEPT FOR THE WARRANTIES STATED ABOVE, LICENSEE MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED. LICENSEE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

B. The Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. Licensee's sole obligation and Sub-Licensee's sole remedy under this warranty is for Licensee, at its option, to provide such services, bug fixes, or other modifications it deems appropriate, provide a functional equivalent, or reperform services, if: (i) Licensee receives proper notice of any claimed Software defect during the warranty period, or a claim of defective services or Software within thirty (30) business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim; (ii) the Sub-Licensee is otherwise in compliance with this Agreement and using the current version of the Software in accordance with Licensee standard specifications; and (iii) Licensee is able to reproduce any claimed

11.e.

defect. Should Licensor determine in its sole judgment after reasonable effort that a covered defect cannot be remedied, Licensor may elect to terminate this Agreement as to the affected Software and refund the paid, unused License Fees as to the affected Software only upon return of the Software and certification that the Software is no longer in use by Licensee.

C. *Further Limitations.* The limited warranties provided in this Section 7, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification, or repair of the Licensed Products or any part thereof, or upon breach by Licensee of any provision of this Agreement.

8. Indemnification.

A. Licensor hereby agrees to indemnify Licensee against any damages finally awarded against Licensee in connection with a claim that the Licensed Products directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) Licensee notifies Licensor in writing within 30 days of the claim; (ii) Licensor has sole control of the defense and all related settlement negotiations; and (iii) Licensee provides Licensor with the required assistance, information and authority. Licensor shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Licensor; or (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.

B. If the Licensed Products are held or are believed by Licensor to infringe, Licensor shall have the option, at its expense, to: (i) modify the Licensed Products to be non-infringing; or (ii) obtain for Licensee a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then Licensor may terminate the license for the infringing Licensed Products and refund any unused License Fees or Annual Maintenance and Support fees paid for the affected Licensed Products. Licensee shall discontinue use of the Software.

9. Limitation of Liability.

To the extent a claim arises under warranty, the remedy stated in Section 7 applies. To the extent a claim arises under indemnification, the remedy stated in Section 8 applies. AS TO ALL OTHER CLAIMS, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED THE PURCHASE PRICE OR FEES ACTUALLY PAID TO LICENSOR WHICH ARE DIRECTLY RELATED TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF RECOVERY, LICENSOR SHALL NOT BE LIABLE IN ANY MANNER FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS PROVIDED, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. General.

11.e.

A. *Injunctive Relief.* Sub-Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle Licensee to injunctive, specific performance and/or other equitable relief, all without need of bond or undertaking of any nature, Sub-Licensee specifically acknowledging that Licensee's remedies at law under such circumstances would be inadequate.

B. *Assignment.* This Agreement shall not be assignable by either Party, and neither Party may delegate its duties hereunder without the prior written consent of the other Party. Any attempt by a Party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party shall be null and void and shall result in immediate termination of this Agreement under its terms and conditions.

C. *No Third-Party Beneficiaries.* Unless explicitly provided for elsewhere in this Agreement, no person other than the Parties themselves has any rights or remedies under this Agreement.

D. *Governing Law and Venue.* This Agreement is governed by the laws of the State of Wisconsin. Venue lies in the state and federal courts located in Brown County, WI.

E. *Severability.* If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. *Waiver.* Failure to require performance of any provision or waiver of a breach of a provision does not waive a Party's right to subsequently require full and proper performance of that provision.

G. *Entire Agreement.* This Agreement represents the Parties' entire agreement on this subject matter and may only be modified, amended, or added to after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

H. *Notices.* Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other Party of a change in address, the addresses set forth below shall be presumed to be current:

If to: LICENSEE
Brown County Clerk
305 E. Walnut St.
Green Bay, WI 54305

If to: SUB-LICENSEE

I. *No Agency.* Nothing in this Agreement is intended nor may be construed to create between Licensee and Sub-Licensee either an employer-employee, joint venture, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or

11.e.

representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

J. *Compliance with all Applicable Laws.* At all times, Sub-Licensee will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and maintain the proper insurances as are customary in the business. Furthermore, both Parties will comply with Wisconsin's Open Records Law (Chapter 19, Wis. Stats.) as required.

K. *Force Majeure.* Except for the payment of any amounts due, performance under this Agreement will be suspended for force majeure upon written notice and may be terminated if such event continues for more than 30 days.

L. *Survival.* Sections 2(C) and (D), 5(C), and 7 through 10, inclusive, shall survive any termination or expiration of this Agreement.

M. *Counterparts.* This Agreement may be executed in several counterparts, and the signatures hereon may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures, and counterparts to this Agreement containing the signatures, whether original or electronic, of all the Parties will be deemed to constitute a single, enforceable Agreement.

N. *No Discrimination.* During the term of this Agreement, the Parties, and the employees, representatives, agents and/or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

Signature Page to Follow

11.e.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date listed below.

Dated: _____, 2020

BROWN COUNTY, Licensee

By _____
Troy Streckenbach, County Executive

By _____
Sandy Juno, County Clerk

Dated: _____ 2020

CITY/TOWN/Village of _____, Sub-Licensee

By _____
Mayor

By _____
Clerk

ll.e.

Administration Committee

No. 11f -- RESOLUTION APPROVING CHANGES TO THE BROWN COUNTY PRESCRIPTION BENEFIT MANAGER (PBM) AND TO PHARMACY BENEFITS.

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

Ladies and Gentlemen:

WHEREAS, Brown County Human Resources has been charged with monitoring the Brown County Employee Health Insurance Fund (“the Plan”), as well as with identifying opportunities to improve overall plan design including participant health, wellness, and prescription drug cost management; and

WHEREAS, the cost of the County Health Insurance, excluding dental, is projected to have a deficit of approximately \$600,000 for the year ending 12/31/2021; and

WHEREAS, Brown County health plan consultants USI One Advantage (formerly ABRC) bid out the Prescription Drug Manager (PBM), and determined it is in the best interest of the County to change the Prescription Benefits Manager (PBM) from RxBenefits (PBM Express Scripts) to National Cooperative Rx (PBM CVS Caremark).

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that it hereby approves of and authorizes the following prescription benefit plan related changes, as stated below, and directs County staff and officers to take any and all actions necessary to effectuate the changes:

1. Change the Prescription Benefit Manager from RxBenefits (PBM Express Scripts) to National Cooperative Rx (PBM CVS Caremark); and
2. Increase the pharmacy maximum out-of-pocket limit from Single \$1,500/Family \$3,000 to Single \$2,000/Family \$4,000; and
3. Change the employee prescription coinsurance Preferred Brand Name from 25% to 30% cost share, and the Non-Preferred Brand name from 35% to 45% cost share. Generics will remain the same at 20% cost share. (Coinsurance spread must be 1.5 times between tiers to obtain the best rebates resulting in the greatest savings.)

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

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-067R
Authored by Human Resources
Approved by Corporation Counsel’s Office

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

No. 11g -- RESOLUTION ADOPTING BROWN COUNTY’S 2021 FIVE-YEAR CAPITAL IMPROVEMENT PLAN.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Peters “to refer back to all standing committees.” Voice vote taken. Motion carried unanimously.

No. 11h -- RESOLUTION FOR ADVISORY REFERENDUM REGARDING COUNTY BOARD AUTHORITY OVER HEALTH OFFICER.

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

Ladies and Gentlemen:

WHEREAS, Wisconsin State Statutes Section 59.52(25) provides for a County Board to conduct county-wide referenda for advisory purposes, and reads in its entirety as follows: “Advisory and contingent referenda. The board may conduct a countywide referendum for advisory purposes or for the purpose of ratifying or validating a resolution adopted or ordinance enacted by the board contingent upon approval in the referendum;” and

WHEREAS, on 08-06-2020, the Administration Committee directed that an advisory Referendum Resolution be drafted and brought back to said committee for consideration, and that it include the following advisory Referendum question: “Should Wisconsin State Statutes be amended to provide County Boards of Supervisors with the authority to approve or overturn any actions taken by County Health Officers that impose county wide restrictions on citizens and/or businesses, or that require county wide closure of businesses?”.

NOW THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs that a County-wide advisory Referendum be conducted, to be held with the November 2020 general election, and that the advisory Referendum question to be presented shall be as follows:

“Should Wisconsin State Statutes be amended to provide County Boards of Supervisors with ~~the authority~~ a mechanism* to approve or overturn any actions taken by County Health Officers that impose county wide restrictions on citizens and/or businesses, or that require county wide closure of businesses?”; and

BE IT FURTHER RESOLVED, that Corporation Counsel shall prepare a Notice of Referendum to be published by the Brown County Clerk in accordance with statutory requirements, that said Resolution and the Notice of Referendum shall be filed with the Brown County Clerk no later than 70 days prior to the election at which the question will appear on the ballot, and that any and all necessary actions be taken by County Officers, Officials and Staff to carry out this advisory Referendum as stated above.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The associated expense of approximately \$2,000 will be covered in the County Clerk’s 2020 budget.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-077R
Authorized by: Administration Committee on 08-06-2020
Approved by: Corporation Counsel Office

***As amended by the Brown County Board of Supervisors on 08/19/2020**

A motion was made by Supervisor Van Dyck and seconded by Supervisor Peters **“to adopt.”**

Following discussion, a motion was made by Supervisor Chu and seconded by Supervisor Sieber **“to amend the resolution question to read ‘...to provide County Board of Supervisors with a mechanism to approve...’.”** Voice vote taken. In the opinion of the Chair, the Ayes have it. Motion carried.

A motion was made by Supervisor Sieber and seconded by Supervisor De Wand **“to approve as amended.”** Roll call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Nay	Aye	20
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Nay	5
Chu	3	Aye	Landwehr	12	Aye	Schultz	21	Aye	Abstain	0
Dorff	4	Nay	Dantine, JR.	13	Aye	Peters	22	Aye	Excused	1
Jacobson	5	Aye	Brusky	14	Excused	Suennen	23	Aye	Total	25
Lefebvre	6	Aye	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Nay	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Nay		
Evans	9	Aye	Hopkins	18	Nay					

Motion carried.

ATTACHMENTS TO RESOLUTION #11H
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23800
GREEN BAY, WISCONSIN 54305-3800



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 08-11-2020
REQUEST TO: County Board
MEETING DATE: 08-19-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

RESOLUTION FOR ADVISORY REFERENDUM
TITLE: **REGARDING COUNTY BOARD AUTHORITY OVER HEALTH OFFICER**

ISSUE/BACKGROUND INFORMATION:

To provide a County Board check on Public Health Officer county-wide authority.

ACTION REQUESTED:

Consideration.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? **\$ Fiscal Note: This resolution does not require an appropriation from the General Fund. The associated expense of approximately \$2,000 will be covered in the County Clerk's 2020 budget.**

- Is it currently budgeted? Yes No N/A (if \$0 fiscal impact)
- a. If yes, in which account? _____
 - b. If no, how will the impact be funded? General Fund
 - c. If funding is from an external source, is it one-time or continuous?

2. Please provide supporting documentation of fiscal impact determination.

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

lh

Administration Committee and Human Services Committee

No. 11i -- RESOLUTION SUPPORTING THE COMMITMENT TO VETERANS SUPPORT AND OUTREACH ACT (THE ACT).

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

Ladies and Gentlemen:

WHEREAS, the number of veteran suicides continues to rise nationwide, and approximately 14 out of each 20 veterans who currently die by suicide are not under United States Department of Veterans Affairs' (VA) care; and

WHEREAS, County Veterans Service Officers (CVSO) and Tribal Veteran Service Officers (TVSO) are often the first point of contact in the local community for veteran's services, and these Officers provide assistance to veterans regarding a wide range of benefits, including mental health services, service-connected disability and pension VA benefits, enrollment in VA health care, VA home loans, education benefits and available job placement assistance; and

WHEREAS, veterans are not always aware of available benefits, and CVSOs/TVSOs are often the first to inform veterans of their eligibility. CVSOs county employees are nationally accredited by the VA to prepare, present and prosecute VA claims, but currently there is no federal funding available for CVSOs; and

WHEREAS, there is legislation pending in the U.S. Congress and U.S. Senate known as the "*Commitment to Veteran Support and Outreach Act*" (the Act). The Act also includes TVSOs. The Act authorizes the Secretary of Veterans Affairs to enter into contracts with States, and/or to award grants to States to promote veterans' health and wellness, prevent suicide, improve outreach to veterans, support activities to assist in the development and submittal of claims (training), and to create new CVSO offices in states without CVSOs. If passed, the Act will authorize \$50 Million annually for five years to support these initiatives, and to provide support to CVSO/TVSO offices who currently assist veterans and their survivors with obtaining over \$50 Billion in VA benefits annually.

NOW THEREFORE BE IT RESOLVED, that the Brown County Board of Supervisors hereby supports the passage of pending legislation in the United States Congress known as the "*Commitment to Veteran Support and Outreach Act*, and

BE IT FURTHER RESOLVED, that the Brown County Clerk is hereby authorized and directed to forward a copy of this resolution to all Wisconsin Counties, the Brown County Veterans Service Officer, the County Veterans Service Officer Association of Wisconsin (CVSOAWI), the State of Wisconsin Department of Veteran's Affairs (WDVA); the National Association of Counties (NACo) and the National Association of County Veterans Service Officers (NACVSO).

Fiscal Note: This resolution does not require an appropriation from the General Fund. The mailing cost to carry out this resolution is \$33.15, and is within the existing 2020 Budget.

Respectfully submitted,

HUMAN SERVICES COMMITTEE
ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

20-066R

Authored by: Corporation Counsel

Approved by: Corporation Counsel

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

ATTACHMENTS TO RESOLUTION #111
ON THE FOLLOWING PAGES

Brown County Veterans Service Office
305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4450 FAX (920) 448-4322

JOSEPH AULIK
VETERANS SERVICE OFFICER

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 7/9/2020
REQUEST TO: Human Services Committee AND Administration Committee
MEETING DATE: 7/22/2020 AND 08-06-2020
REQUEST FROM: County Veterans Service Office
Joe Aulik, Director, County Veterans Service Office
REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: SUPPORTING THE COMMITMENT TO VETERANS SUPPORT AND OUTREACH (CVSO) ACT

ISSUE/BACKGROUND INFORMATION:

I met with Senator Baldwin in December 2017 to propose legislation for federal funding for County Veterans Service Offices (CVSO) and Tribal Veterans Service Offices (TVSO). Senator Tammy Baldwin drafted SB 3320 and Representative Mike Levin (CA) drafted a companion bill HR 5516. This is the first federal legislation ever written of its kind to provide federal Grant funds for CVSO/TVSO offices. Funds can be used to promote health and wellness, prevent suicide, improve outreach to veterans, support activities to assist in the development and submittal of claims (training), or create new CVSO offices in states without CVSOs. The Brown County CVSO office will be able to apply for these funds to support our outreach efforts and support our annual VA Accreditation training requirements. Over 90% of federal VA claims filed are initiated from CVSO offices in the United States. **Currently we receive no federal funding to support our operations.**

ACTION REQUESTED:

Pass the resolution supporting the CVSO Act.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$33.15
2. Is it currently budgeted? Yes No N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time or continuous?
3. Please provide supporting documentation of fiscal impact determination.

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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Committee of the Whole

No. 12a -- AUGUST RESOLUTION RATIFYING COVID-19 ACTIONS TAKEN TO DATE AND LIMITING AUTHORITY DURING DECLARATION OF EMERGENCY.

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

Ladies and Gentlemen:

WHEREAS, Wis. Stat. Sec. 323.11, entitled Declaration by Local Government, provides as follows: “*The governing body of any local unit of government may declare, by ordinance or resolution, an emergency existing within the local unit of government...that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the local unit of government. The period of the emergency shall be limited by the ordinance or resolution to the time during which the emergency conditions exist or are likely to exist*”; and

WHEREAS, Wis. Stat. Sec. 323.14(4), entitled Powers During an Emergency, provides as follows: “**(a)** *The emergency power of the governing body conferred under s. 323.11 includes the general authority to order...whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency...*”; and

WHEREAS, on 03-18-2020 the Brown County Board of Supervisors (the Board), pursuant to Wis. Stat. Sec. 323.11: **1)** Declared that “*...an emergency exists within the County by reason of an imminent threat of disaster impairing medical care, health, and other critical systems of the County due to the spread of COVID-19*”; and **2)** Declared that the period of emergency shall last for 60 days unless sooner terminated or extended by further Resolution of the Board; and

WHEREAS, on 05-18-2020 the Board met and extended the period of emergency until they next meet in June of 2020; and

WHEREAS, on 06-17-2020 the Board met and extended the period of emergency until they next meet in July of 2020; and

WHEREAS, on 07-15-2020 the Board met and extended the period of emergency until they next meet in August of 2020; and

WHEREAS, there is a need, due to the continued presence and community spread of COVID-19 in the County, for the Board to further extend the declared period of emergency until the Board next meets in September of 2020, unless ended by the Board prior to that; and

WHEREAS, there is a need for the Board to ratify, confirm and approve of any and all COVID-19 related actions taken to date by the County Executive and other County Officers and

Agents, and to limit emergency declaration authority of the County Executive and County Officers and Agents going forward.

NOW THEREFORE BE IT RESOLVED, that pursuant to Wis. Stat. § 323.11, the Brown County Board of Supervisors (the Board) hereby finds and declares that an emergency *continues to* exist within the County by reason of an imminent threat of disaster impairing medical care, health, and other critical systems of the County due to COVID-19, and that, due to the continued presence and community spread of COVID-19 in the County, the Board hereby extends the declared period of emergency due to COVID-19 in Brown County until the time the Board next meets in September of 2020, currently scheduled to occur on 09-16-2020, unless sooner terminated; and

BE IT FURTHER RESOLVED, that the Board hereby ratifies, confirms and approves of any and all actions related to the COVID-19 response taken to date by the County Executive and other County Officers and Agents; and

BE IT FURTHER RESOLVED, that the County Executive, by and through County Officials and Agents, is hereby authorized and directed to exercise the following limited authority during the period of emergency: 1) To procure necessary COVID-19 related Personal Protective Equipment (PPE) and supplies for County staff, the public and County buildings; 2) To provide directly, in coordination with a State agency or via contract: COVID-19 testing; and COVID-19 tracing, quarantine and isolation in Brown County regarding COVID-19 positive individuals; 3) To administer and coordinate the previously approved County Emergency Management Plan; 4) To appropriate necessary funds, staff, resources, and temporary work rules to carry out the above actions; and 5) To apply for and accept state and federal resources including but not limited to grant money and other reimbursement; and

BE IT FURTHER RESOLVED, that in the event the County Executive or any other County Official invokes broad emergency rules the County Board Chair shall call an emergency County Board meeting to take place within approximately 48 hours; and

BE IT FINALLY RESOLVED, that Public Health shall, on a monthly basis and for as long as this Emergency Declaration is in effect, report to the Health and Human Services Committee on actions taken pursuant to this Emergency Declaration.

Fiscal Note: This resolution does not require an appropriation from the General Fund. However, subsequent action resulting from this resolution may require an appropriation from the General Fund.

Respectfully submitted,

COMMITTEE OF THE WHOLE

Approved By: /s/ Troy Streckenbach Date: 08/24/2020

Authored by: Corporation Counsel
Approved by: Corporation Counsel

A motion was made by Supervisor Hopkins and seconded by Supervisor Lund **“to adopt.”**

Following discussion, a motion was made by Supervisor Suennen and seconded by Supervisor Lund **“to change the length of the resolution to end in ‘December of 2020’ and remove the ‘September of 2020’ and currently scheduled to occur on ’12-16-2020’ instead of ‘9-16-2020’.”** Roll call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Nay	Vander Leest	10	Nay	Erickson	19	Nay	Aye	9
De Wane	2	Nay	Buckley	11	Nay	Coenen	20	Aye	Nay	16
Chu	3	Nay	Landwehr	12	Nay	Schultz	21	Nay	Abstain	0
Dorff	4	Aye	Dantine, JR.	13	Nay	Peters	22	Nay	Excused	1
Jacobson	5	Nay	Brusky	14	Excused	Suennen	23	Aye	Total	25
Lefebvre	6	Aye	Murphy	15	Nay	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Nay	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Nay	Deneys	26	Aye		
Evans	9	Nay	Hopkins	18	Nay					

Motion failed.

Following the failed motion, a motion was made by Supervisor Hopkins and seconded by Supervisor Lund **“to approve as presented.”** Voice vote taken. Motion carried with Supervisor Suennen voting nay.

ATTACHMENTS TO RESOLUTION #12A
ON THE FOLLOWING PAGES

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 08-11-2020
REQUEST TO: County Board – COMMITTEE OF THE WHOLE
MEETING DATE: 08-19-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

**TITLE: AUGUST RESOLUTION RATIFYING COVID-19 ACTIONS TAKEN TO DATE AND
LIMITING AUTHORITY DURING DECLARATION OF EMERGENCY**

ISSUE/BACKGROUND INFORMATION:

To Extend the Emergency Declaration until the County Board Next Meets in September.

ACTION REQUESTED:

Consideration.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ *Fiscal Note: This resolution does not require an appropriation from the General Fund. However, subsequent action resulting from this resolution may require an appropriation from the General Fund.*

Is it currently budgeted? Yes No N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time or continuous?

2. Please provide supporting documentation of fiscal impact determination.

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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No. 13 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

None.

No. 14 -- BILLS OVER \$5,000 FOR PERIOD ENDING JULY 31, 2020.

A motion was made by Supervisor De Wane and seconded by Supervisor Borchardt **“to pay the bills for the period ending July 31, 2020.”** Voice vote taken. Motion carried unanimously.

No. 15 -- CLOSING ROLL CALL

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Aye	Aye	25
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Nay	0
Chu	3	Aye	Landwehr	12	Aye	Schultz	21	Aye	Abstain	0
Dorff	4	Aye	Dantine, JR.	13	Aye	Peters	22	Aye	Excused	1
Jacobson	5	Aye	Brusky	14	Excused	Suennen	23	Aye	Total	25
Lefebvre	6	Aye	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Aye					

No. 16 -- ADJOURNMENT TO WEDNESDAY, SEPTEMBER 16, 2020 AT 7:00 P.M., LOCATION TO BE DETERMINED.

A motion was made by Supervisor De Wane and seconded by Supervisor Borchardt **“to adjourn to the above date and time.”** Voice vote taken. Motion carried unanimously.

Meeting Adjourned at 10:54pm

/s/ Sandra L. Juno
SANDRA L. JUNO
Brown County Clerk

ATTACHMENT TO ITEM #2

**ADDENDUM TO
ORIGINAL JULY 21, 2020 COMPLAINT**

Date: August 17, 2020

This document serves as an addendum to the formal complaint that was submitted to Patrick Buckley on July 21, 2020 (see attached).

The additional complaint information is as follows:

1) Lack of identified formal data analyst(s) in the Brown County Department of Health & Human Services.

The three examples shown below demonstrate the need to have one or more dedicated data analysts in the Brown County Dept. of Health & Human Services to ensure that the data submitted to the department by local healthcare providers, the State of Wisconsin, or other sources is both accurate and complete. Given the information provided by the department to community partners, such as school districts, businesses, and governmental entities is used for deliberating and/or making significant decisions, it is both imperative and expected that all data is accurate and complete.

- i) Since the original complaint was submitted, it has come to the attention of the original authors of the complaint letter that there is at least one of the healthcare providers in Green Bay that is reporting all of the positive Covid-19 results for the same individual instead of just the initial one as recommended by both the Centers for Disease Control and Prevention (CDC) and Wisconsin Department of Health Services.

What this means is that when an individual initially tests positive for Covid-19 and additional tests are required over a specified time frame, all subsequent positive test results are reported as new positive cases. This practice results in an artificial inflation of the actual number of reported Covid-19 cases and thereby renders these results inaccurate.

- ii) A second example would be where at least one local healthcare provider was financially incentivized to report Covid-19 as the primary cause of death when in numerous cases Covid-19 was a co-mortality factor and not the primary cause of death. This practice would skew the death data by making it larger than it should be. Both this example and the one above were provided by employees of the subject healthcare provider who gave this information with the stipulation of doing so anonymously for fear of losing their job if their employer identified them as the source of the information.

August 17 2020
Addendum to original complaint
Page 2

Dr. Robert Redfield, current Director of the CDC, has recently confirmed on several occasions that both practices described above have taken place and/or are continuing to take place at healthcare providers throughout the United States. Why either practice is being permitted is unknown.

- iii) A third example deals with how any "false positive" results are identified and prevented from impacting the actual number of positive cases reported.

On Thursday, August 6, 2020, Gov. Mike Dewine of Ohio received a rapid antigen Covid-19 test prior to meeting with President Trump. This test came back positive so he did not meet with the President. A few hours later, a second test (PCR test) was administered at the Wexner Medical Center (Ohio State University) and the results were run on two different diagnostic platforms and both came back negative. The governor's wife and staff also all tested negative via the PCR test.

So which type of test(s) is (are) being given locally and if the rapid antigen is one of them, how are false positives identified and processed in order to provide accurate data for true positive test results?

- 2) **As of the date of this addendum, the current Brown County website <https://www.browncountywi.gov/community/covid-19/coronavirus-dashboards/> continues to reflect only the total number of positive Covid-19 cases to date with no recovery data shown which makes it impossible to calculate the number of active Covid-19 cases in Brown County (Total cases less recoveries less deaths equals current active cases).**

The State of Wisconsin Department of Health Services provides the number of total cases, the number of recoveries, and the number of deaths (which are both deaths from Covid-19 and deaths with Covid-19 which is not necessarily accurate). This data makes it possible to calculate the number of active Covid-19 cases which as of August 17, 2020 is 8,720 cases which represents approximately 0.15% (0.0015) of the total state population. As mentioned in the original complaint, why is the Brown Co. Dept. of Health and Human Services continuing to not provide the recovery data so that organizations and individuals can see for themselves what the number of active cases is on a given day and what percentage that represents in terms of total county population?

This further demonstrates where a dedicated data analyst(s) could ensure complete and accurate information is being shared to use for good decision making.

August 17, 2020
Addendum to original complaint
Page 3

3) A suggested Formal Virus/Disease Response System example has been added (see last page).

Thank you for your time, consideration, and response taken to ensure the residents and tax payers of Brown County are provided with the most accurate and complete information to ensure our health and safety and all related decisions.

C.J. Forslund (cjforlund@gmail.com)
Lisa Feller (lfeller12357@gmail.com)
Brad Feller (bradfeller@gmail.com)

COPY

July 21, 2020

To: Brown County Board of Supervisors
Patrick Buckley – Chair

Re: Request to file formal complaint

Dear Brown County Board Chair:

We would like to file a formal complaint against the Brown County Department of Health and Human Services, including Erik Pritzl (Executive Director) and Anna Destree (Public Health Officer) for: a) continued inaccurate and incomplete COVID-19 data reporting; and b) the lack of any predetermined parameters for which specific measures would be undertaken to combat COVID-19 or any other virus/disease deemed an epidemic, pandemic, or other health emergency. Specific details of the complaint are as follows:

- 1) Reporting of COVID-19 data by the Brown County Health and Human Services Department has been inaccurate and incomplete from the onset. For example, total cases to date are what are primarily being reported. What should be reported are “Net Cases” which take into account the recoveries and deaths from COVID-19. Thus, the following simple calculation could be used to determine net cases: Total cases reported to date, less the recoveries, less the deaths from COVID-19 equals current net cases.
- 2) The net cases should then be shown as a percentage of the current population of Brown County. This is important to accurately reflect the true size and scope of COVID-19 on Brown County’s population.
- 3) Accurate and complete COVID-19 data is of significant importance. Major decisions are contemplated or made using this data, such as the proposed mask ordinance for Brown County, requirements for physical distancing, controlling the size of public gatherings, cancellation of annual events, the ability to freely travel, the ability to practice religion, and the ability to return to in-person school attendance. Decisions of this magnitude warrant the most up-to-date, accurate, and detailed information possible.
- 4) Suggestions for improving the accuracy and completeness of the COVID-19 data include: a) implementing a policy for daily reporting of “Net Cases” and percentage of county population affected; b) establishing parameters for specific actions to be taken at each parameter, and c) reporting of hospitalizations, including ICU, available beds, respirators in use, should reflect Brown County and statewide facilities.
- 5) The Brown County Board of Supervisors should adopt and approve these predetermined measures to prevent unnecessary and/or unapproved/unauthorized overreach by county health officials as shown by Anna Destree in attempting to keep Governor Evers “Safe at Home” order which was overturned by the State Supreme Court. This type of abuse of power cannot be repeated at any time going forward.

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Brown County Board of Supervisors
July 21, 2020
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- 6) As of today, July 21, 2020, there were 44,135 cases of COVID-19 to date reported in Wisconsin with 33,130 recoveries to date and 859 deaths to date which results in current net cases of 10,146. The population of Wisconsin as of July 1, 2019 (per www.census.gov) was 5,822,434. Thus, the current net cases of COVID-19 statewide on July 21, 2020 represented 0.17% or 0.0017 of the total state population.

However, Brown County only reports the "number of positive cases". It is assumed that these are the total number of cases reported to date since there is no other indication provided. Further, Brown County does not report recovery data. This information can be found at: <https://www.browncountywi.gov/community/covid-19/coronavirus-dashboards/> Thus, net cases for Brown County could not be calculated due to insufficient information reported.

However, based on the state COVID-19 results mentioned above, it could be assumed that the current net cases of COVID-19 for Brown County would likely be less than one-percent (1.0%) of the total county population of 259,786. Given this, no ordinances or restrictions of **any** kind should be in place without having predetermined parameters with specific measures for each. And yet as recent as last week, both Brown County health officials and local hospital administrators were urging individuals to wear masks. This evening, the Green Bay Council will be voting on a mask ordinance. Based on what exactly, including empirical data? A one-size-fits-all approach with no specific parameters and/or or achievable measures in which to reverse the ordinances or other restraints is not acceptable; nor is inaccurate or incomplete data on which major decisions are contemplated or made.

Thank you for your time in reviewing this request and also for your response to it. If you have any questions, please feel free to contact us.

Respectfully submitted,

C.J. Forslund, MBA (Finance) / Brown County Resident
Lisa Feller, RN BSN OCN / Brown County Resident
Brad Feller, BS (Electrical Engineering) / Brown County Resident

**EXAMPLE OF
A FORMALIZED VIRUS/DISEASE RESPONSE SYSTEM**

I. **Data point to be measured: Net active cases of Covid-19 (or other virus/disease being monitored) defined as: Total cases less recoveries less deaths from Covid-19 (other virus/disease)**

II. **Levels of Response:**

LEVEL 0:

If active cases of Covid-19 (other virus/disease) are below 25% of the population of Brown County, there are no recommended measures to be taken.

LEVEL 1:

If active cases of Covid-19 (other virus/disease) reach 25% of the population of Brown County, the following measures shall be implemented:

- Measure 1
- Measure 2
- Additional measures as deemed appropriate for a Level 1 designation

LEVEL 2:

If active cases of Covid-19 (other virus/disease) reach 40% of the population of Brown County, the following measures shall be implemented in addition to those in Level 1 above:

- Additional measures as deemed appropriate for a Level 2 designation

LEVEL 3:

If active cases of Covid-19 (other virus/disease) reach 55% of the population of Brown County, the following measures shall be implemented in addition to those in Levels 1 & 2 above:

- Additional measures as deemed appropriate for a Level 3 designation

Additional Levels (based on higher data points) and appropriate measures taken can be added as necessary.

The purpose of this type of system is that appropriate measures are taken at each identified level. It also accommodates both situations of increasing and decreasing percentages of net active cases. This helps to avoid the "one size fits all" approach which has been in place at either/both the state and local levels since the initial Covid-19 shutdown in mid-March.

As the number of active cases increase, the assigned levels suggest what measures should be added. Conversely, as the number of active decreases, the required measures are removed to reflect the appropriate level eventually reaching the goal of Level 0.

A formalized response system like the one above, which utilizes complete and accurate data, assists in making the right decisions for the right reasons every time and no matter what the current virus or disease is being tracked.