

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS

February 15, 2012

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, February 15, 2012, at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

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

Supervisor Nicholson arrived at 7:10 p.m.

Supervisor Fewell arrived at 8:07 p.m.

Total Present: 26

**** PRESENTATION ****

Library Board Presentation re: Downtown Library Remodel
(Presentation on file in the County Clerk's Office)

No. 1 -- ADOPTION OF AGENDA.

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

No. 2 -- APPROVAL OF MINUTES OF JANUARY 18, 2012.

A motion was made by Supervisor Kaster and seconded by Supervisor Moynihan **“to approve the minutes of January 18, 2012.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Fleck announced the Northeast Lions Pancake Breakfast is at the Spot Supper Club from 5:00 a.m. until 3:00 p.m on February 26, 2012. Supervisor Fleck invited all to attend.

Supervisor De Wane announced that Former County Board Supervisor, Mike Lotto contacted him stating that prayer at the County Board Meeting goes back as far as 1958-1959. In addition, Mr. Lotto said the Board has had prayer a part of their meetings since that time.

Supervisor Vander Leest stated the State Senate and Assembly as well as the U.S. House in Washington D.C., all say a prayer prior to going into session.

No. 4 -- COMMUNICATIONS. NONE.

LATE COMMUNICATIONS:

No. 4a -- FROM SUPERVISOR DANTINNE RE: TO LOOK INTO CHANGING CHAPTER 4 FOR PUBLIC WORKS EMPLOYEES TO START THE WORK WEEK AT 7:00 A.M. MONDAY INSTEAD OF SUNDAY AT MIDNIGHT FOR MORE EQUITABLE MANAGEMENT OF OVERTIME.

Refer to Executive Committee.

No. 4b -- FROM SUPERVISOR NICHOLSON RE: REVIEW THE POLICY ON REIMBURSING THE BROWN COUNTY SHERIFF'S DEPARTMENT SERVICES WITH POSSIBLE ACTION.

Refer to Public Safety Committee.

No. 4c -- FROM SUPERVISOR ERICKSON RE: HAVE HUMAN RESOURCES SEND OUT A MEMO TO ALL DEPARTMENTS INFORMING ALL EMPLOYEES ABOUT THE NEW PRESCRIPTION DEDUCTIBLES.

Refer to Administration Committee and Human Resources Department.

No. 4d -- FROM CHAIR ZIMA RE: LETTER FROM JAMES SERVAIS, VILLAGE OF SUAMICO RE: I AM WRITING AS A CITIZEN OF BROWN COUNTY TO OBJECT TO THE RELIGIOUS PRAYERS OPENING BROWN COUNTY BOARD MEETINGS. I FIND THESE SECTARIAN PRAYERS TO BE OFFENSIVE TO MYSELF, AND TO OTHER NON-RELIGIOUS BROWN COUNTY CITIZENS, AS WELL. THE USE OF RELIGIOUS RITUAL AT A GOVERNMENT MEETING IS COERCIVE, AND SUGGESTS TO NON-BELIEVES AND OTHER BELIEVERS, THAT THEY ARE OUTSIDERS RATHER THAN FULL CITIZENS.

Refer to Executive Committee.

No. 5 -- APPOINTMENTS BY THE COUNTY EXECUTIVE.

No. 5a -- APPOINTMENT OF BETH RELICH AND JOAN SWIGERT AND REAPPOINTMENT OF KEITH PAMPERIN TO THE AGING AND DISABILITY RESOURCE CENTER BOARD.

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

No. 5b -- APPOINTMENT OF THOMAS WITCZAK AND REAPPOINTMENT OF JUDY FRIEDERICHS TO THE BROWN COUNTY TRAFFIC SAFETY COMMISSION.

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

No. 5c -- APPOINTMENT OF MARK TUMPACH TO THE GREEN BAY METROPOLITAN SEWERAGE DISTRICT.

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

No. 5d -- APPOINTMENT OF GREG FLISRAM TO THE HARBOR COMMISSION.

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

No. 5e -- REAPPOINTMENT OF JUDITH GREGORY, DAVID CATALANO, JASON MOELLER, LEON ENGLER AND JUDY FRIEDERICHS TO LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

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

No. 6a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach explained he is working on accountability with Department Heads.

Executive Streckenbach stated Outagamie and Winnebago County Executives are working together on similar issues in their counties to identify ways to work together for efficiencies and savings.

Mr. Streckenbach cited combined waste hauling; and he is working with other counties on ways to recycle our waste stream to bring in new jobs to Brown County.

No. 6b -- REPORT BY BOARD CHAIRMAN.

Chairman Zima stated they are working on filling the Internal Auditor position and he will keep the Board apprised of the process.

No. 7 -- OTHER REPORTS. NONE.

No. 8 -- STANDING COMMITTEE REPORTS:

No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF JANUARY 26, 2012

TO THE MEMBERS OF THE BROWN COUNTY

BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on January 26, 2012 and recommends the following motions:

1. Review of minutes:
 - a. Facility Master Plan Subcommittee (December 15, 2011).
Receive and place on file.
2. Communication from Supervisor Buckley re: Draft a resolution to add a fraud investigator for the Sheriff's Department to be used in conjunction with the current fraud investigator assigned to work with Human Services. This position would need to be reviewed after 1 year. Funding could come from carryover monies from the 2011 Sheriff's Department budget. Referred from December County Board. Hold for one month. *NOTE: This communication had been handled at January Executive Committee meeting with a motion to approve a draft of a resolution to add a fraud investigator for the Sheriff's Department to be used in conjunction with the current fraud investigator assigned to work with Human Services.*
3. Communication from Supervisor Miller re: That Brown County begin surcharging employees and dependents insured under the County's health insurance plan for the behavior of smoking. According to recent data, smoking employees and dependents incur on average \$3500 in increased health costs per year. I propose to surcharge an employee who smokes \$50/month. I propose to surcharge each insured dependent \$25 per month. This would be put in place as soon as practicable. To refer to Executive Committee: Ayes: Miller, Theisen, Tumpach, Lund Nay: Schuller
4. Communication from Supervisor Miller re: That Brown County will cease purchasing processing suites (word processing, spreadsheet, etc.) effective December 31, 2011. Thereafter, the County will rely on either open office or Google docs which are free. To refer to Kevin Reye to bring back a report of what quantity/percentage of County employees can use open office and whether it would be practical to do so.
5. Communication from Supervisor Miller re: The Human Services Department and Child Support Agency shall report to their supervising committees on the steps they are taking to insure the safety of their employees in dealing with the public. Specifically, the Administration Committee received complaints from child protection workers and child support enforcement workers on employee safety. To refer to staff for report in March.
6. Communication from Supervisor Andrews: To request that they consider creating a subcommittee to focus on IT issues, to be ready to go when a new IT director is on board. Also, that the subcommittee, or another committee, explore whether it is of benefit for the County from an economic and efficiency standpoint to go paperless, and what it would take to do so. To refer to the study group.
7. ** Communication from Supervisor Miller re: Brown County shall give the Convention and Visitor Bureau (CVB) an additional \$180,000 per year in room tax from the Stabilization Fund (excess room tax and refinancing surplus). Brown County shall renegotiate the lease with VCB to charge an additional \$15,000 per month from the Resch Center Tenant and Sub Tenant. It is hoped that the additional rent would be devoted to maintenance of the Resch Center facility. To increase stabilization funding for use for maintenance.
- ** Item #7 referred back to Administration Committee as per the County Board on 2/15/2012.
8. Communication from Supervisor Theisen re: Request to establish a probationary wage for all new county employees. To refer to implement pilot program for Brown County.
9. Treasurer – Budget Status Financial Report for November, 2011. *See Item 10.*

10. Treasurer – Treasurer’s Financial Reports for the months of September, October and November, 2011.
 - i. To take Items 9 and 10 together.
 - ii. To receive and place on file Items 9 and 10.
11. Treasurer – Treasurer’s Report. Receive and place on file.
12. Human Resources – Budget Status Financial Report for November, 2011. Receive and place on file.
13. Human Resources – Activity Report for December, 2011. Receive and place on file.
14. Human Resources – Director’s Report. Receive and place on file.
15. Department of Administration – Budget Status Financial Report for November, 2011. Receive and place on file.
16. Department of Administration – 2011 and 2012 Budget Adjustment Logs. To approve.
17. Department of Administration – Interim Director’s Report. Receive and place on file.
18. Child Support Agency – Budget Status Financial Report for November, 2011. Receive and place on file.
19. Child Support Agency – Director’s Report. Receive and place on file.
20. Facility & Park Management – Budget Status Financial Report for December, 2011. Receive and place on file.
21. Facility & Park Management – Budget Adjustment (12-14): Increase in expenses with offsetting increase in revenue. To approve.
22. Facility & Park Management – Interim Director’s Report. Receive and place on file.
23. Information Services – Budget Status Financial Report for November, 2011. Receive and place on file.
24. Information Services – Director’s Report. Receive and place on file.
25. Chapter Four – Discussion of the Chapter 4 rewrite and the effects on departments that operate 24 hours per day, 7 days per week. To refer to Executive Committee and recommend that Executive Committee take action on Chapter 4.
26. County Clerk – Budget Status Financial Report for November, 2011. Receive and place on file.
27. Audit of Bills. To pay.

A motion was made by Supervisor Lund and seconded by Supervisor Andrews “**to adopt**”. Supervisor Moynihan requested item #7 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #7 -- Communication from Supervisor Miller re: Brown County shall give the Convention and Visitor Bureau (CVB) an additional \$180,000 per year in room tax from the Stabilization Fund (excess room tax and refinancing surplus). Brown County shall renegotiate the lease with CVB to charge an additional \$15,000 per month from the Resch Center Tenant and Sub Tenant. It is hoped that the additional rent would be devoted to maintenance of the Resch Center facility. COMMITTEE ACTION: To increase stabilization funding for use for maintenance.

A motion was made by Supervisor Moynihan and seconded by Supervisor La Violette “**to refer back to Administration Committee**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF FEBRUARY 2, 2012

TO THE MEMBERS OF THE BROWN COUNTY

BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on February 2, 2012 and recommends the following:

1. Review Minutes of:
 - a. Library Board (November 17, 2011). Receive and place on file.
2. Communication from Supervisor Erickson re: Update on reducing County Board Launch fees to seniors (65 and over) from \$30.00 to \$20.00. Receive and place on file.
3. Communication from Supervisor Brunette re: To enter into a Memorandum of Understanding with the Neville Public Museum Foundation regarding a new governance model for the Neville Public Museum. *Referred from January County Board.* Hold for one month.
4. Update from Corporation Counsel John Luetscher regarding Room Tax Issues. *To hold for one month and invite Corporation Counsel John Luetscher to attend the next Ed and Rec Committee meeting.* Receive and place on file.
5. Resch Centre/Arena/Shopko Hall - Complex Attendance for the Brown County Veterans Memorial Complex. Receive and place on file.
6. Resch Centre/Arena/Shopko Hall - Arena Complex Deferred Maintenance Update by Interim Facilities Mgmt. Director Doug Marsh. Receive and place on file.
7. Library - Director's Report. Receive and place on file.
8. Golf Course - Superintendent's Report. Receive and place on file.
9. Museum - Attendance and Admissions for December, 2011. Receive and place on file.
10. Museum - Budget Performance Report for December, 2011. Receive and place on file.
11. Museum Director's Report. Receive and place on file.
12. Parks – Request from Jacque Jadin for permission to add to, maintain and improve existing mountain bike trail system to be sustainable in way that will minimize user impact. *To have staff work with the organizations involved and come back with a plan for the Committee by February meeting.* Receive and place on file.
13. Parks - Fee waiver request by Green Bay Duck Hunters for Pamperin Park shelter and waste removal on March 31, 2012 in lieu of service hours. To approve with the condition that the GB Duck Hunters take out their own trash.
14. Park Management Director's Report for December, 2011. Receive and place on file.
15. Zoo Budget Adjustment Request (12-08): Increase in expenses with offsetting increase in revenue. To approve.
16. Zoo Budget Adjustment Request (12-09): Increase in expenses with offsetting increase in revenue. To approve.
17. Zoo Monthly Activity Report.
 - a. Operations Report.
 - i. Admissions, Revenue, Attendance.
 - ii. Gift Shop, Mayan, Zoo Pass, Misc Revenue. Receive and place on file.
18. Zoo Education/Volunteer Programs Report for December, 2011. Receive and place on file.
19. Zoo Animal Collection Report for January, 2012. Receive and place on file.
20. Zoo Maintenance Report for January, 2012. Receive and place on file.
21. Zoo Director's Report. Receive and place on file.
22. Audit of bills. Pay the bills.

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

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF FEBRUARY 9, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on February 9, 2012 and recommends the following motions:

1. Communication from Supervisor Evans re: Brown County shall fund \$5 million for the KI Convention Center expansion out of the surplus funds from the existing 8% room tax. Should the project not be under construction in 2012, the appropriation be null and void. *January Motion: To refer back to staff to get all the numbers to be brought back to February's meeting. Hold for one month.*
2. Communication from Supervisor Lund re: Put \$20,000 in County Board Budget for outside legal counsel and establish a policy for this usage. *January Motion to reinstate \$43,200 to the County Board budget for Board Attorney Services was referred back to committee from January County Board. To allocate \$2,000 for emergency legal counsel, take it out of salary line item, Internal Auditor.*
3. Communication from Supervisor Buckley re: Request the Executive Committee and County Executive to develop a Chapter 4 version for 24/7 Employees. Input needs to be obtained from Human Resources, Department Heads, Employees and if needed, County Board Supervisors. *Referred from January County Board. (Discussion may be held in closed session under item 10a.) Suspend the rules to combine items 3, 7 and 10a. See item 7.*
4. Communication from Supervisor Vander Leest re: Request to review the prescription drug program cost changes and to review the cost changes in 2012. *Referred from Jan Cty Board. To hold for one month. Ayes: 5 (Scray, Zima, Evans, Lund, De Wane); Nays: 2 (Brunette, Erickson).*
5. Communication from Supervisor Miller re: Brown County shall give the Convention and Visitor Bureau (CVB) an additional \$180,000 per year in room tax from the Stabilization Fund (excess room tax and refinancing surplus). Brown County shall renegotiate the lease with VCB to charge an additional \$15,000 per month from the Resch Center Tenant and Subtenant. It is hoped that the additional rent would be devoted to maintenance of the Resch Center Facility. To hold for 60 days.
- #5a Communication from Supervisor Miller re: That Brown County begin surcharging employees and dependents insured under the County's health insurance plan for the behavior of smoking. According to recent data, smoking employees and dependents incur on average \$3500 in increased health costs per year. I propose to surcharge an employee who smokes \$50/month. I propose to surcharge each insured dependent \$25 per month. This would be put in place as soon as practicable. To move forward, gather more information (the legalities with Corporation Counsel, the implementation process from Human Resources) to come up with proposals in the next 60 days. Ayes: 5 (Scray, Zima, Lund, Brunette, Erickson); Nays: 2 (De Wane, Evans).
6. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
7. Referred from Admin Cmte - Discussion of the Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week. *(Discussion may*

- be held in closed session under item 10a.) To hold for one month to have staff bring back recommendations.*
8. County Executive Report.
 - a) Draft Brown County Veterans Memorial Complex Deferred Maintenance Planning Executive Summary. *A detailed report to be provided prior to the meeting.*
 - i. Receive the report and place on file.
 - ii. To refer back to staff to come up with a plan and recommendations of what is needed to be adopted, possible funding mechanisms and a priority list of what is needed to be repaired in a chronological order and bring back in 60 days.
 9. Human Resources Report.
 - a) Discussion on continuing voluntary furlough. To continue voluntary furlough for another year.
 - b) Discussion on continuing the hiring freeze policy. To continue the hiring freeze policy.
 - #9c) Discussion on process for time keeping system. To have the Chair/Vice-Chair approve County Board timecards.
 10. Board Attorney Report.
 - a) A closed session pursuant to Wis. Stats. § 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (employee compensation). Receive and place on file.

Vacant Budgeted Positions (Request to Fill)

11. County Board – Internal Auditor (vacated 1/4/12). *See #20a.*
12. Human Services – Economic Support Specialist I (vacated 1/11/12). *See #20a.*
13. Human Services– Social Worker/Case Mgr. – Child Protective Svcs. – 2 FTE (vacated 1/16/12 & 2/1/12). *See #20a.*
14. Human Services – Social Worker/Case Mgr. – LTC Dev. Dis. – 2 FTE (both vacated 1/3/12). *See #20a.*
15. Neville Public Museum – Clerk Typist II (vacated 12/28/11). *See #20a.*
16. NEW Zoo – Operations Manager (vacated 1/1/12). *See #20a.*
17. NEW Zoo – Administrative Secretary (vacated 1/16/12). *See #20a.*
18. Public Works/Facility Management - CTC – Housekeeper I – 2.5 FTE (vacated 1/6/12, 1/24/12 & 3/20/12). *See #20a.*
19. Public Works/Facility Management – Housekeeper I – 2 FTE (vacated 12/29/10 & 12/9/11). *See #20a.*
20. Public Works/Facility Management – Facility Mechanic (vacated 12/31/11). *See #20a.*
- #20a Human Resources – Analyst.
 - i. To take 11-20a together.
 - ii. To approve 11-20a.
21. Resolution re: Change in Table of Organization Health Department Addition of Grant Funded Position. To approve. See Resolutions, Ordinances February County Board.
22. Resolution to Approve Entry into Land Lease Agreements for Telecommunications Towers. To approve. See Resolutions, Ordinances February County Board.
23. Ordinance to Amend Section 2.06 of the Brown County Code Entitled “Administration Committee” and to Amend Section 2.07 of the Brown County Code Entitled “Planning, Development and Transportation Committee”.
 - i. To strike Bay Lakes Regional Plan Commission.
 - ii. To approve as amended. See Resolutions, Ordinances February County Board.

A motion was made by Supervisor Evans and seconded by Supervisor Andrews “to adopt”. Voice vote taken. Motion carried with Supervisor Buckley voting nay.

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF JANUARY 25, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on January 25, 2012 and recommends the following motions:

1. Review Minutes of:
 - a. Aging & Disability Resource Center (December 1, 2011).
 - b. Children with Disabilities Education Board (November 15, 2011).
 - c. Community Options Program Planning Committee (November 28, 2011).
 - d. Transportation Coordinating Committee (September 12, 2011 and December 12, 2011).
 - e. Veterans' Recognition Subcommittee (December 20, 2011 and January 17, 2012).

Receive and place on file items 1a-e.
2. Communication from Supervisor Evans re: That Brown County support the WI Citizens Safe Wind Siting Guidelines and send the appropriate resolution to the Governor, State Senators and Representatives, and the State PSC to request the Public Service Commission to stop the wind siting rules from going into effect at the end of the legislative session. To approve.
3. Communication from Supervisor Dantine re: To have the meals for the Senior Centers and Meals on Wheels looked into for the meals that are served (cold-short on food-poor quality food). To hold for one month to obtain a report and any further issues.
4. Human Svc Dept. - Executive Director's Report. Receive and place on file.
5. Human Svc Dept. - Third Party Beneficiary Contracting Practices. Receive and place on file.
6. Human Svc Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
7. Human Svc Dept. - Monthly Inpatient Data – Community Treatment Center and Bellin Psychiatric Center. Receive and place on file.
8. Human Svc Dept. - Approval for New Non-Continuous Vendor. To approve.
9. Human Svc Dept. - Request for New Vendor Contract. To approve.
10. Human Svc Dept. - Monthly Contract Update. Receive and place on file.
11. Aging & Disability Resource Center - Operating Expenses, Contracts and Revenue Reports, November 30, 2011. Receive and place on file.
12. Health Dept. - Resolution Re: Change in Table of Organization Health Department Addition of Grant Funded Position. To approve. See Resolutions, Ordinances February County Board.
13. Health Dept. - Brown County Board of Health Resolution Requesting Emergency State Aid for Families Suffering Around Industrial Wind Turbines. To approve the resolution and send to Corporation Counsel to have it placed in proper Brown County format replacing “Board of Health” with “Brown County Board of Supervisors”. See Resolutions, Ordinances February County Board.

14. Health Dept. - Budget Adjustment Request (12-06): Increase in expenses with offsetting increase in revenue. To approve.
15. Health Dept. - Director's Report. Receive and place on file.
16. Audit of bills. To pay the bills.

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

No. 8e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF JANUARY 23, 2012

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on January 23, 2012 and recommends the following motions.

1. Review minutes of:
 - a. Harbor Commission (November 14, 2011)
 - b. Solid Waste Board (October 17, 2011)Receive and place on file Item 1a and 1b.
2. Planning Commission – Budget Adjustment Request (12-17): Increase in Expenses with Offsetting Increase in Revenues. To approve.
3. Planning Commission – Closed Session: Pursuant to Wis. Stats. 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body which is rendering oral or written advice concerning the strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (contractual legal services for the Revolving Loan Fund Program)
 - i. To enter into Closed Session
 - ii. To return to regular order of business
 - iii. To authorize the Brown County Planning Director to work with the Brown County Economic Development Revolving Loan fund Committee, Brown County Purchasing, and the Corporation Counsel Office to hire outside legal counsel for enforcement of loan agreements with businesses that were provided loans through the Brown County Economic Development.
4. Planning Commission – Budget Status Financial Report for November, 2011. Receive and place on file
5. Property Listing – Budget Status Financial Report for November, 2011. Receive and place on file.
6. Zoning – Budget Status Financial Report for November, 2011. Receive and place on file.
7. Green Bay Metro Sewerage District – Reports, Questions, and Answers from Green Bay Metro Sewerage District. No action taken.
8. Communication from Supervisor Erickson re: Have Green Bay Metropolitan Sewerage District Report Quarterly to PD&T/Land Conservation and Semi-Annually to report on the happenings at the Metropolitan Sewerage District and costs and funding. *Referred from December County Board.* No action taken.

9. Communication from Supervisor Dantine re: To have a presentation on Highway Agenda comparing a cold mix asphalt option to hot mix to save road dollars by Scott Construction. *Referred from December County Board.* No action taken.
10. Communication from Supervisor Scray re: A two mile section in the Village of Howard between Lineville Road and Woodale Avenue from 55 mph to 45 mph. To approve the request to lower the speed limit from 55 mph to 45 mph between Lineville Road and Woodale Avenue in the Village of Howard and that it be brought to the County Board in resolution form.
11. Airport – Budget Adjustment Request (12-11): Portable Radios from Outlay to Equipment Non-Outlay. To approve.
12. Airport – RFP #1577-Attorney to Provide Legal Services to Airport. To approve RFP #1577 as corrected.
13. Airport – Director’s Report. Receive and place on file.
14. Port & Solid Waste – Budget Adjustment Request (12-07): Increase in Expenses with Offsetting Increase in Revenue. To approve.
15. Port & Solid Waste – Budget Adjustment Request (12-12): Increase in Expenses with Offsetting Increase in Revenue. To approve.
16. Port & Solid Waste – Budget Adjustment Request (12-13): Increase in Expenses with Offsetting Increase in Revenue. To approve.
17. Port & Solid Waste – Director’s Report. Receive and place on file.
18. UW Extension – Budget Status Financial Report for November, 2011. Receive and place on file.
19. UW Extension – Director’s Report. Receive and place on file.
20. Highway – 6 Year County Highway Improvement Plan, 2012 to 2018. Receive and place on file. Ayes: Erickson, Dantine, Fleck Nays: Kaster.
21. Highway – Director’s Report – Receive and place on file.
22. Highway - Closed Session pursuant to Wis. Stats. 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - i. To enter into closed session
 - ii. To return to regular order of business.
23. Register of Deeds – Budget Status Financial Report for November, 2011. Receive and place on file.
24. Audit of Bills. To approve.

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

No. 8e(i) -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF JANUARY 23, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on January 23, 2012 and recommends the following motions.

1. Land and Water Conservation Department Budget Update - December, 2011. Receive and place on file.

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

No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF FEBRUARY 1, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on February 1, 2012 and recommends the following motions:

1. Review of Minutes:
 - a. Emergency Medical Services Council (November 16, 2011).
 - b. Fire Investigation Task Force General Membership (September 15, 2011).
 - c. Fire Investigation Task Force Board of Directors (September 15, 2011).
 - d. Traffic Safety Commission (January 19, 2012).
 - i. To take Items 1a-d together.
 - ii. To receive and place on file items 1a-d.
2. Circuit Courts - Budget Status Financial Report for November, 2011. Receive and place on file.
3. Circuit Courts - Requested Breakdown of the Circuit Court Special Revenue Account, what was being paid and more information with regard to possible office space. Receive and place on file.
4. Circuit Courts - Budget Adjustment Request (11-147): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund). To approve.
5. Circuit Courts - Quarterly Report of Brown County Security/Incident Review Committee. Receive and place on file.
6. Sheriff - Budget Status Financial Report for November, 2011. Receive and place on file.
7. Sheriff - Key Factor Reports and Jail Average Daily Population by Month and Type for the Calendar Year 2011. Receive and place on file.
8. Sheriff - Budget Adjustment (12-15): Increase in expenses with offsetting increase in revenue. To approve.
9. Sheriff - Village of Allouez Police Services Contract. Receive and place on file.
10. Sheriff - Discussion regarding Arson Task Force Van/Truck. To refer to Sheriff to come up with best reasonable solution that Sheriff can afford and work with Supervisor Erickson and bring back at next meeting.
11. Sheriff - Sheriff's Report. Receive and place on file.
12. Public Safety Communications - Budget Status Financial Report for November, 2011. Receive and place on file.
13. Public Safety Communications - Budget Adjustment Request (12-10): Increase in expenses with offsetting increase in revenue. To approve.
14. Public Safety Communications - Budget Adjustment Request (12-16): Change in any item within Outlay account which requires the reallocation of funds from any other major

- budget classification or the reallocation of Outlay funds to another major budget classification. To approve.
15. Public Safety Communications - Director's Report. Receive and place on file.
 16. Public Safety Communications - Resolution Re: To Approve Entry into Land Lease Agreements for Telecommunicators Towers. A Closed Session pursuant to Wis. Stats. §19.85(1)(e) may be conducted for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Tower Lease Agreement Terms).
 - i. To enter into closed session.
 - ii. To return to regular order of business.
 - iii. To approve. See Resolutions, Ordinances February County Board.
 17. Audit of bills. No action taken.

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

No. 9 -- RESOLUTIONS, ORDINANCES:

No. 9a -- AN ORDINANCE TO AMEND SECTION 2.06 OF THE BROWN COUNTY CODE ENTITLED “ADMINISTRATION COMMITTEE” AND TO AMEND SECTION 2.07 OF THE BROWN COUNTY CODE ENTITLED “PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE”.

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 2.06 of the Brown County Code entitled “Administration Committee,” is hereby amended to read as follows:

2.06 ADMINISTRATION COMMITTEE. The Committee shall have the duty and responsibility to:

- (1) Act as the policy oversight committee for the following departments:

County Clerk
 Corporation Counsel
 County Treasurer
 Information Services
 Department of Administration
 Facility Management
 Human Resources
 Child Support

- (2) Act as the policy oversight committee for the Housing Authority.

- (3) Approve or deny all requests for transfers in accordance with Section 65.90(5)(b), Wis. Stats. and transfers from the Contingent Fund when these transfers affect the policy oversight jurisdictional areas of this committee.

(4) Review policy matters relating to banks, bonds, the collection of delinquent taxes and the acquisition and sale of tax deeded properties and to make reports to the County Board.

(5) Review the annual executive budget with regard to the areas of policy oversight assigned to this committee and make recommendations to the County Board at the annual meeting for the Board's consideration and adoption.

(6) Collect, collate and disseminate information from all standing committees during their annual budget review process, with the help of the Finance Department.

(7) Prior to November 1 of the year preceding a year in which an election for the position of county executive is to be conducted, consider and make recommendations to the full Board on a compensation package for that office.

(8) Prior to November 1 of off numbered years, consider and make recommendations to the full Board on a compensation package for the County Board Supervisors to be elected at the succeeding spring election.

(9) Consider and make recommendations to the County Board on matters relating to County finances including resolutions for fund transfers, contracts, and land acquisition and real estate transactions which are not otherwise committed to a different standing committee.

(10) Engage the services of architects or engineers for making surveys and estimates of proposed work as directed by the County Board. It is the intent of this provision that, within funds budgeted to the County Board, the Committee can order architect and/or engineer services for advice prior to the time it must authorize funding for capital improvements so that the Committee and County Board can inform itself about these proposed projects.

(11) To act as a finance committee and exercise the following responsibilities as such:
(a) Committee of jurisdiction for any matters relating to finances, taxes, insurance, tax titles, licenses, claims, bonds, and any other related items.

(b) Review the annual executive budget with regard to the areas of policy oversight assigned to this committee and make recommendations to the County Board at the annual meeting for the Board's consideration and adoption. After adoption of the annual budget, the Committee shall have authority to make budgetary alterations as permitted by Section 65.90(5)(b), Wis. Stats., provided they do not exceed 10% of the overall budget for that department.

(c) Recommend to the County Board all requests for transfers of funds from the General Fund.

(d) Approve all insurance policies including health, dental, life, worker's compensation, fire and liability.

(e) Examine all invoices filed against the County by each department responsible to the Administration Committee and other invoices not examined by any other committee, board or commission and report to the County Board at each meeting.

(f) Examine all claims filed against the County except dog damage claims and recommend their allowance or disallowance.

(g) Shall give prior approval on all grants pursuant to Section 3.12 of the Brown County Code.

(h) Approve all requests for transfer of monies from the Contingent Fund.

(i) Recommend to the County Board all requests for establishing petty cash funds.

Section 2 - Section 2.07 of the Brown County Code entitled "Planning, Development & Transportation Committee," is hereby amended to read as follows:

2.07 PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE. The Committee shall have the duty and responsibility to:

(1) Act as the policy oversight committee for the following Departments:

Planning and Land Services
Land Conservation Department
Register of Deeds
Solid Waste
U.W. Extension
~~Highway Department~~
Department of Public Works
Airport
Port and Solid Waste

(2) Act as the policy oversight committee for the Land Information Office, Board of Adjustment, Plan Commission, ~~Bay Lakes Regional Plan Commission~~, the County Solid Waste Authority, the Green Bay Metropolitan Sewerage District Commission, and Brown County Harbor Commission.

(3) Act as the Brown County Highway Committee pursuant to Section 85.015, Wis. Stats. It is hereby declared to be the policy of Brown County that the number of members of the County Highway Committee shall be no fewer than 5, and the membership shall be the same as the membership for the Planning and Development Committee, and the members shall be appointed in the same manner and for the same term as the members of the Planning and Development Committee. Vacancies on the Highway Committee shall be filled in the same manner as vacancies on the Planning and Development Committee.

(4) Act as the Land Conservation Committee in accordance with Chapter 92, Wis. Stats.

(5) Act as the Brown County Extension Education Committee in accordance with Section 59.87, Wis. Stats.

(6) Advise the County Board on all matters relating to the conservation of natural and environmental resources in Brown County; and confer and cooperate with any other agency interested in environmental quality and conservation.

(7) Report to the County Board regarding all proposed cemetery maps and plats in accordance with s. 157.07, Wis. Stats.

(8) Coordinate all policy matters relating to agriculture and soil and water use and conservation in the County, in cooperation with any interested governmental agency.

(9) Review dog claims under chapter 174, Wis. Stats., and on behalf of the County, approve, approve in part, or deny such claims according to the standards set forth in the statutes except that approved claims over the amount of \$1,500 shall be brought to the full Board before payment.

~~(9-10)~~ Review the annual executive budget with regard to the areas of policy oversight assigned to this committee and make recommendations to the County Board at the annual meeting for the Board's consideration and adoption.

~~(10-11)~~ Approve or deny all requests for transfers in accordance with Section 65.90(5)(b), Wis. Stats., and transfers from the Contingent Fund when these transfers affect the policy oversight jurisdictional areas of this committee.

~~(11-12)~~ Act as committee for the review of: (1) contracts with the United States government or any agency thereof, (b) contracts with the State of Wisconsin or any agency thereof.

Section 3- This Ordinance shall become effective upon passage and publication.

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel.

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

Approved by: _____	<u>\s\ Troy Streckenbach, County Executive</u>	Date: 2/20/2012
Approved by: _____	<u>\s\ Darlene K. Marcelle, County Clerk</u>	Date: 2/21/2012
Approved by: _____	<u>\s\ Guy Zima, County Board Chairman</u>	Date: 2/22/2012

No 9b -- RESOLUTION RE: CHANGE IN TABLE OF ORGANIZATION HEALTH DEPARTMENT ADDITION OF GRANT FUNDED POSITION

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

Ladies and Gentlemen:

WHEREAS, the events of September 11, 2001, and the occurrence of H1N1 pandemic in 2009 have resulted in an emphasis on the importance of protecting American citizens against the threats of biological terrorism as well as natural events such as pandemics and other hazards involving public health response; and

WHEREAS, the Federal Public Health Threats and Emergencies Act was enacted to appropriate grant funds through state governments to public health agencies across the nation to assure preparedness planning/readiness assessment, surveillance and rapid communicable disease follow-up capability, computerized tracking and communication, risk

communication/health information dissemination and professional/volunteer education and training; and

WHEREAS, the Health Department was unaware of the proposed changes when the 2012 budget was prepared and was subsequently notified at the end of November, 2011, by the State of the new funding source covering salary and benefits to begin January 1, 2012, for the Preparedness Planning Coordinator position; and

WHEREAS, the State of Wisconsin has appropriated funds to local health departments to hire staff to provide such services particularly through Preparedness Planning Coordinators; and

WHEREAS, the City of De Pere and Oneida Community Health are sharing the coordinator services with The County for efficiency and coordination across jurisdictions and they will reimburse the County for their grant portion of the services; and

WHEREAS, expectations of services have increased in the past year and regional support services are no longer available; and

WHEREAS, this grant award provides 100% funding of salary and fringe benefits for a 1.00 FTE Preparedness Planning Coordinator effective January 1, 2012. Should the funding be eliminated, the position will end and be eliminated from the Health Department Table of Organization; and

WHEREAS, the Human Resources Department in conjunction with the Health Department are recommending the addition of 1.00 FTE Preparedness Planning Coordinator to the Health Department Table of Organization effective January 1, 2012; and

WHEREAS, it is further recommended that the position be maintained in Grade 16 of the Classification and Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the addition of a grant funded 1.00 FTE Preparedness Planning Coordinator to the Health Department Table of Organization effective January 1, 2012.

BE IT FURTHER RESOLVED, that the position is 100% grant funded resulting in no fiscal impact to the budget. Should funding be eliminated, the position will end and be eliminated from the Health Department Table of Organization.

BE IT FURTHER RESOLVED, that the position be maintained in Grade 16 of the Classification and Compensation Plan.

Budget Impact:

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Preparedness Planning Coordinator	1.00	Addition	\$ 46,238	\$ 21,155	\$ 67,393
Grant Revenue			\$(46,238)	\$(21,155)	\$(67,393)
Total Budget Impact			\$ 0.00	\$ 0.00	\$ 0.00

This resolution does not require an appropriation from the General Fund because the position will be funded with grant revenue.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

Final Draft by Human Resources and Approved by Corporation Counsel.

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

Approved by: \s\ Troy Streckenbach, County Executive Date: 2/20/2012

ATTACHMENT TO RESOLUTION #9b

Memo To: Debbie Klarkowski
Human Resources Manager
From: Deb Seidel
Human Resources Analysis
Date: December 19, 2011
RE: Health Department Request for Preparedness Planning Coordinator Position
With Full Benefits

The Health Department received a grant created by the Federal Public Health Threats and Emergencies Act which was created to appropriate grant funds through state governments to public health agencies across the nation to ensure preparedness planning/readiness assessment, surveillance and rapid communicable disease follow-up capability, computerized tracking and communication, risk communication/health information dissemination and professional/volunteer education and training. The funds were allocated and available January 1, 2012. The cities of De Pere and Oneida Community Health are sharing the coordinator services creating efficiency and coordination across jurisdictions and are reimbursing for their grant portion of the service. With the grant funds the Health Department is requesting a 1.00 FTE Preparedness Planning Coordinator position with full benefits. The position request is for Grade 16, Step 1 at \$22.23 per hour for a total of 2,080 hours.

Because the above request is 100% grant funded and will be offset by grant dollars the following is recommended:

- Approval to add 1.00 FTE Preparedness Planning Coordinator position with full benefits effective January 1, 2012.
- Should the funding be eliminated, the position will end and be eliminated from the Health Department Table of Organization.

The position description and budget impact information are attached.

No. 9c -- RESOLUTION REQUESTING EMERGENCY STATE AID FOR RESIDENTS OF THE TOWN OF GLENMORE HARMED BY THE SITING OF INDUSTRIAL WIND TURBINES IN CLOSE PROXIMITY TO THEIR HOMES

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE

BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, in 2009 the Wisconsin Legislature established the Wind Siting Council within the Public Service Commission and gave the Council and the Commission the responsibility to promulgate rules that specify the restrictions a political subdivision may impose on the installation of a wind energy system and required the rules to include setback requirements that provide reasonable protection from any health effects associated with wind energy systems; and

WHEREAS, the Legislature required the Wind Siting Council to include a member of the University of Wisconsin System faculty with expertise regarding the health impacts of wind energy systems but the Public Service Commission failed to appoint a member with the required expertise; and

WHEREAS, the Wind Siting Council did make recommendations to the Public Service Commission and the Commission did promulgate proposed regulations: Wind Siting Rules (Ch. PSC 128); and,

WHEREAS, the Joint Committee for the Review of Administrative Rules (JCRAR) of the Legislature suspended these proposed rules on March 1, 2011 *"on the grounds that the contents of Ch. PSC 128 create an emergency relating to public health, safety, or welfare; are arbitrary and capricious; and impose an undue hardship on landowners and residents adjacent to wind turbine sites; and*

WHEREAS the State of Wisconsin has failed to remedy this *"emergency relating to public health, safety, or welfare"* by carrying out the mandate of 2009 WISCONSIN ACT 40; and,

WHEREAS the State's failure to enact wind siting rules that protect human health and safety, has allowed development of the industrial wind project known as Shirley Wind LLC to be constructed in the Town of Glenmore, Brown County, Wisconsin (dedicated November 2010); and

WHEREAS Shirley Wind LLC ~~has created~~ purportedly have ** an environment that ~~has~~ may have ** resulted in the very same *"undue hardships"* that the JCRAR suspension of Ch. PSC 128 sought to prevent. These *"undue hardships"* have purportedly ** forced two families to vacate their homes to regain their health and continues to ~~force~~ possibly cause ** at least two other families to suffer adverse health effects significant enough that they seek refuge away from their homes but do not have the financial ability to temporarily relocate; and

WHEREAS the Brown County Board of Supervisors has in the past, and continues to, advocate for the health and safety of Brown County families.

NOW THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors requests the State of Wisconsin furnish temporary emergency financial relocation assistance to those Brown County families that are suffering adverse health effects and undue hardships that we strongly believe ** caused by the irresponsible placement of industrial wind turbines around their homes and property in the Town of Glenmore. The State of Wisconsin emergency financial assistance is requested until the conditions that have caused these undue hardships are studied and resolved allowing these families to once again return safely to their homes and property.

** The above amendments were made as per the County Board on 2/15/2012.

BE IT FURTHER RESOLVED that the County Clerk shall provide copies of this resolution after adoption to each member of the Wisconsin Legislature representing Brown County, to the Co-Chairs of the Joint Committee for Review of Administrative Rules and to the Chairperson of the Public Service Commission.

Respectfully submitted,
HUMAN SERVICES COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. This is an advisory resolution for the County to request the State of Wisconsin to furnish financial assistance for families suffering undue hardships.

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

Following discussion, a motion was made by Supervisor Van Vonderen and seconded by Supervisor Haefs **“to refer back to Human Services Committee”**.

After further discussion, a motion was made by Supervisor Andrews and seconded by Supervisor Moynihan **“to suspend the rules to allow interested parties to address the Board”**. Voice vote taken. Motion carried unanimously with no abstentions.

The following addressed the Board:

1. Bill Acher, 3217 Nicolet Drive, Green Bay is an Energy Consultant with his own consulting firm and has done extensive research that showed low frequency noise in those areas.
2. Steve Delauriers, Town of Holland, spoke in favor of the resolution siting the financial burden will be on the State of Wisconsin.

Following questions by Supervisors, a motion was made by Supervisor Dantine and seconded by Supervisor Moynihan **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously with no abstentions.

Supervisor Van Vonderen withdrew her motion **“to refer back to Human Services Committee”**.

A motion was made by Supervisor Lund and seconded by Supervisor Moynihan **“to amend the 7th whereas by deleting ‘has created’ and adding ‘purportedly have’; deleting ‘that has’ and adding ‘may have’; on third line after “undue hardships have”, add ‘purportedly; and after “health and continues to” delete ‘to force’ and add ‘possibly cause’.**” Voice vote taken. Motion carried unanimously with no abstentions.

Following discussion, a motion was made by Supervisor Vander Leest and seconded by Supervisor La Violette **“under NOW, THEREFORE BE IT RESOLVED, after ‘undue hardships’ add “that we strongly believe.”** Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Andrews and seconded by Supervisor Clancy “to adopt the resolution as amended”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 2/20/2012

No. 9d -- ORDINANCE DEALING WITH REVISION OF SPEED ZONE ON COUNTY HIGHWAY “EB” VILLAGE OF HOWARD, BROWN COUNTY, STATE OF WISCONSIN

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 340.0003, Schedule A of the Brown County Code is hereby amended as follows:

County Trunk Highway EB, Village of Howard:

Change: ~~Fifty-five~~ forty-five miles per hour from the intersection of CTH M (Lineville Road) to CTH EB (Woodale Avenue).

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

Respectfully Submitted,
PLANNING, DEVELOPMENT & TRANSPORTATION
COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: Minimal financial impact

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

Approved by: \s\ Troy Streckenbach, County Executive Date: 2/20/2012

Approved by: \s\ Darlene K. Marcelle, County Clerk Date: 2/21/2012

Approved by: \s\ Guy Zima, County Board Chairman Date: 2/22/2012

No. 9e -- RESOLUTION TO APPROVE ENTRY INTO LAND LEASE AGREEMENTS FOR TELECOMMUNICATIONS TOWERS

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

Ladies and Gentlemen:

WHEREAS, Brown County is currently installing a new public safety communications system; and

WHEREAS, the new communication system requires the County to install telecommunications towers at several locations in the county; and

WHEREAS, the Department of Public Safety Communications (DPSC) has negotiated land lease agreements for parcels on which it intends to construct telecommunications towers; and

WHEREAS, the DPSC intends to reach agreement for the lease of three of the four needed parcels on the terms set out in the attached land lease agreement; and

WHEREAS, the DPSC requests authorization to enter land lease agreements with three of the four landowners on the terms set forth in the attached exemplar land lease agreement.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Department of Public Safety Communications is authorized to enter into land lease agreements for telecommunications towers on the terms set out in the attached exemplar land lease agreement.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE
EXECUTIVE COMMITTEE

Authored by: Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Impact: This resolution does not require an appropriation from the General Fund because the lease payments were included in the adopted 2012 budget.

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

Approved by: \sl Troy Streckenbach, County Executive Date: 2/21/2012

ATTACHMENT TO RESOLUTION #9E

LAND LEASE AGREEMENT FOR TELECOMMUNICATIONS TOWER

This Land Lease Agreement (the “Agreement”) is made this ____ day of _____, 20__, by and between the _____ Revocable Trust, having an address of _____, _____, Wisconsin _____ (“Landlord”), and Brown County, (Department of Public Safety Communications) a body corporate pursuant to Wisconsin Statute § 59.01, (“Tenant”).

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, by this Lease, a parcel, 2500 square feet, more or less 0.06 acres of property commonly known as a portion of the property of _____, located in the _____ of _____, Brown County, Wisconsin, together with Access and Utility easement providing access to and from a public road, as described in paragraph 5 below (the “Premises”). A legal description and survey map of the Premises is attached hereto and incorporated herein as Exhibit A, (parties acknowledge the location of structures within the premises is subject to change). In the event of any discrepancy between the description of the property contained herein and the survey, the survey shall control. The Premises are leased for the express purpose of constructing and operating a telecommunications facility, including, but not limited to, up to a 250 foot tower (the Tower), a 12’ X 16’6” equipment shelter, an LP gas tank and an 8’ chain link fence with barbed

wire on top around the Tower base and such other structures as Tenant determines are necessary (collectively the "Structures").

2. Term. The term of this Lease shall be for a period of thirty (30) years, "the term" commencing on the Commencement Date of: _____, 20__.

3. Rent. The rent shall be pre-paid annually in advance no later than January 31st of the year for which rent is due. Tenant shall pay rent to Landlord at such place as Landlord shall designate to Tenant in writing. If the Term does not begin on the first day or end on the last day of a month, the rent for that partial month shall be prorated by multiplying the monthly rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. The rental amount to be paid during the Term shall be fixed according to the following schedule:

Years 1 through 5--\$416.67 per month. (\$5,000.00 per year.)
Years 6 through 10--\$458.33 per month. (\$5,500.00 per year.)
Years 11 through 15--\$504.16 per month. (\$6,050.00 per year.)
Years 16 through 20--\$554.57 per month. (\$6,655.00 per year.)
Years 21 through 25--\$610.02 per month. (\$7,320.00 per year.)
Years 26 through 30--\$671.02 per month. (\$8,052.00 per year.)

The intent of this schedule is to fix the rent at \$5,000.004 per year for the first five (5) year period and increase the rental amount by ten percent (10%) of the amount paid for the preceding period for each subsequent period. In the event the Tenant subleases or otherwise assigns any interest conveyed to the Tenant in this lease and the associated easements for any purpose including telecommunications transmission the rent payable will increase by a minimum of \$5,000.00 per year and will be subject to the ten percent 10% rental amount increases set out in the above schedule. The rent increase shall only apply if the sublease or assignment if BCDPSC receives revenue beyond nominal consideration in exchange for the sublease or assignment.

4. Access, Utility and Temporary Construction Easements. Landlord hereby grants to Tenant easements for Access (ingress and egress) Utility service and Temporary Construction on and over Landlord's contiguous, adjoining property as may be reasonably required for construction, maintenance, and operation of the Structures on the Premises, for the installation, construction and maintenance of power lines in connection with Tenant's use of the Premises, and for access to the Premises from a public road (the "Easements"). The term of the Easements shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Tenant of all of its property from the Premises after expiration of the Lease Term. When the Lease Term has ended and the Tenant has removed its property from the Premises, the Tenant shall execute and deliver a release of easements document to the Landlord to be recorded with the Register of Deeds. The Tenant will reimburse Landlord for damages to areas used during construction, maintenance or operation of the structures including crop damage. The location and configuration of the Access and Utility Easements are currently depicted and described on Exhibit A. In the event the public utility company is unable or unwilling to use the Utility Easement as depicted on Exhibit A, the Landlord hereby agrees to grant another Utility Easement to the Tenant that the Public Utility is willing and able to use at no additional cost to the Tenant. Landlord and Tenant agree to execute a separate Easement Agreement in addition to this Agreement and which Tenant shall have recorded as an encumbrance on the property of Landlord and binding upon all subsequent owners, successors and assigns.

Landlord shall be entitled to consistent use of the Access and Utility Easements for purposes that will not interfere with the Tenant's full enjoyment of the easements rights granted or the operation of the telecommunications facility.

5. Title and Quiet Possession. Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and to grant the related easements and that Tenant shall have quiet and peaceful possession of the Premises and the Easements throughout the Lease Term.

6. Subordination and Nondisturbance. Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that Tenant's possession of the Premises and use of the Easement shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph.

7. Governmental Approvals and Compliance. During the Term of this Lease, Tenant shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty to Landlord or forfeiture of Landlord's title to the Premises. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC.

8. Assignment and Subleasing. Tenant shall not assign, sublease or transfer this Agreement or any interest herein without the prior written consent of the Landlord that shall not be unreasonably withheld, delayed or conditioned and consent to an assignment shall not be deemed to be consent to a subsequent assignment. Subleases and assignments generating revenue for BCBPSC will be subject to the rental adjustment provision set out in paragraph three (3).

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Landlord: _____

To Tenant: _____
The Brown County Department of Public Safety Communications
Attention: Director
3028 Curry Lane, Green Bay, Wisconsin 54311

With a copy to: Brown County Corporation Counsel
P.O. Box 23600 Green Bay, Wisconsin 54305

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

10. Tenant Improvements. Tenant shall have the right, at its sole expense, to make such improvements to the Premises as it may deem necessary, including site improvements and constructing Structures for the creation and operation of a telecommunications transmitter facility. All Tenant's improvements, including but not limited to all Structures, shall remain the property of Tenant. Upon termination of this Lease, Tenant shall, restore the Premises to its condition at the Commencement Date, except for ordinary wear and tear and damages by the elements or damages over which Tenant had no control. Tenant and Landlord agree restoring the premises to its condition at the Commencement Date will include the removal of all equipment, the fence, the tower, the building, the generator the LP gas tank and any concrete or cement slabs.

11. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a comprehensive public liability insurance policy covering Tenant's operations, activities and liabilities on the Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000). Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under the Agreement is in force.

12. Operating Expense. Tenant shall fully and promptly pay for all gas, electric power, and other public utilities furnished to the Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation and maintenance of the Premises and all activities conducted thereon.

13. Taxes. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. It is intended that Landlord shall be responsible for the property tax attributable to the vacant land at assessed value. Any increase in real property taxes brought about by any improvements by tenant to the real property including construction and installation of the easements and or tower and its related facilities shall be reimbursed to Landlord by the Tenant on an annual basis no later than January 31 after each calendar year during the term and on January 31 of the year following lease termination. The Tenant will be the sole owner of all improvements to the Premises.

14. Maintenance. Tenant shall maintain the Premises in good condition and state of repair. Landlord shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Tenant's use of the Premises and the Easement.

15. Hold Harmless. Tenant shall hold Landlord harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Premises at Tenant's invitation, or for damages to property resulting from the physical structure or actions of Tenant or any of Tenant's agents, servants, employees or licensees (including damages caused by or resulting from the existence of the Structures on the Premises), unless such damages are caused by, or are the result of, the misconduct or negligence of Landlord or any of Landlord's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Premises by Tenant shall be so installed, kept, stored, or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant that might result from tornadoes, lightning, windstorms or other Acts of God; provided, however, Landlord shall be responsible for, and agrees to hold Tenant harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises arising

out of the misconduct or negligence of Landlord or any of Landlord's agents, servants, employees or licensees. Neither Landlord nor Tenant shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Premises subject to the other provisions of this Lease.

17. Right to Terminate. Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Landlord, if:

(a) Any governmental agency denies a request by Tenant for or revokes a permit, license or approval that is required for Tenant to construct or operate any telecommunications facility on the Premises;

(b) Tenant determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Tenant from using the Premises for its intended purpose;

(c) Tenant determines that Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;

(d) Utilities necessary for Tenant's use of the Premises are not available to the Premises; or

(e) The Premises are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Premises.

(f) The Brown County Board of Supervisors does not appropriate sufficient funds at its annual budget meeting to fund rental fee payments for the next calendar year.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided herein. Any rental fees paid prior to said termination date shall be retained by Landlord.

18. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

19. Access to Premises. In addition to the Easements granted in Section 4, Tenant and its engineers, officers, employees, agents and contractors shall have full access to the Premises during the Lease Term.

20. Governing Law. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Wisconsin.

21. Entire Agreement. All of the representations and obligations of the parties are contained herein and in the Access and Utility easements referenced herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions

shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

22. Hazardous Waste.

(a) The term Hazardous Materials shall mean any substance, material, waste, gas or particulate matter that is regulated by any local governmental authority, the State of Wisconsin, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.* (33 U.S.C. Section 1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.* (42 U.S.C. Section 6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 *et seq.* (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Landlord represents and warrants that, to the best of Landlord's knowledge, (i) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of Hazardous Materials, (ii) neither the Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Premises, and (iv) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Landlord shall promptly take any and all remedial and removal action as required by law to clean up the Premises and mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such Breach.

(c) In addition, Landlord agrees to indemnify, defend and hold harmless Tenant, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by Tenant and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws or Hazardous Materials that existed on or arose during the Term of this Lease and that failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Landlord represents and warrants to Tenant that Landlord has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within, an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards.

(e) The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of Tenant and its subsequent transferees, successors, and assigns and shall survive the Term of this Lease and any renewal periods thereof.

23. Mechanic's Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Premises, and Tenant agrees to indemnify, defend and hold harmless Landlord from any such lien from a party claiming by, through or under Tenant.

24. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

25. Time of Essence. Time is of the essence for Landlord's and Tenant's obligations under this Agreement.

26. Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement, or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

27. Further Assurances. Each of the parties agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

28. Right to Record. Upon the request of Tenant, Landlord agrees to promptly execute and deliver to Tenant a Memorandum of Lease in recordable form setting forth the general terms of the Lease and such other information as Tenant shall request.

29. Date of Agreement. The parties acknowledge that certain obligations of Landlord and Tenant are to be performed within certain specified periods of time that are determined by reference to the date of execution of this Agreement. The parties therefore agree that wherever the term "date of execution of this Agreement," or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by Landlord or Tenant, whichever is the later to so execute this Agreement. The parties further agree to specify the date on which they execute this Agreement beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LANDLORD:

BY:
Title: _____
Date: _____

TENANT:

By: KARL FLEURY
Title: DIRECTOR, DEPARTMENT OF PUBLIC SAFETY
COMMUNICATIONS
Date: _____

STATE OF WISCONSIN
COUNTY OF BROWN, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, who is _____ of _____, a _____, for and on behalf of the _____.

[AFFIX NOTARIAL SEAL]

Notary Public

My Commission Expires: _____.

STATE OF WISCONSIN
COUNTY OF BROWN, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, who is _____ of _____, a _____, for and on behalf of the _____.

[AFFIX NOTARIAL SEAL]

Notary Public

My Commission Expires: _____.

No. 10 -- CLOSED SESSION: Pursuant to Wis. Stats. 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session. (Labor negotiations) NO CLOSED SESSION WAS NEEDED.

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

The County Board thanked Fred Mohr for his service to Brown County.

No. 12 -- BILLS OVER \$5,000 FOR PERIOD ENDING JANUARY 31, 2012.

A motion was made by Supervisor Theisen and seconded by Supervisor Brunette **“to pay the bills for the period ending January 31, 2012”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 13 -- CLOSING ROLL CALL.

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

Total Present: 26

No. 14 -- ADJOURNMENT TO WEDNESDAY, March 21, 2012 AT 7:00 P.M., LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

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

Meeting adjourned at 9:18 p.m.

 \s\ DARLENE K. MARCELLE
Brown County Clerk