COUNTY OF MILWAUKEE
Interoffice Memorandum

DATE: November 29, 2010

TO: Supervisor Willie Johnson, Jr., Chairman, Committee on Judiciary, Safety and General Services

FROM: Rick Ceschin, County Board Research Analyst
Robert Andrews, Deputy Corporation Counsel

SUBJECT: Committee Referral of File No. 10-258 – Amending Chapter 9, Code of Ethics regarding closed session information

Issue
At the October 21, 2010 meeting of the Committee on Judiciary, Safety and General Services, as part of the discussion on the above referenced matter, the Committee directed County Board staff to consult with Corporation Counsel to draft recommendations as to how to amend Chapter 1 of the Milwaukee County Code of General Ordinances (MCGO) to address recording of closed session meetings.

Background
The issue of retaining minutes of closed session was addressed most recently in late 2004. At that time, Corporation Counsel advised that minutes should kept when County Board members convene in closed session, provided that minutes were secured to prevent disclosure. Corporation Counsel did note that recording closed session may potentially hinder information sharing and committee participation due to potential disclosure of closed session activities to a larger audience. In January 2005 the County Board Chairman directed standing committees to begin recording closed session meetings on audio tape, and directed committee clerks to circulate sign-in sheets to track attendees of closed session meetings. In May 2005, the County Board Chairman revised the prior policy and discontinued closed session recordings, but continued the sign-in procedures. The sign-in procedure continues as the current policy on the matter. The three memos are attached for the committee's convenience.

Discussion
The taking of minutes in standing committee meetings is directed in Section 1.13 of the MCGO, indicating committee clerks 'shall enter in appropriate files kept for that purpose, a complete record of all such committee meetings, including the attendance thereat, appearances for and against pending matters, and minutes of the proceedings, including all motions made and by whom, how each member voted upon each matter considered, together with the final action by the committee thereon."

However, the ordinances do not specifically address closed session minutes, recordings or note taking, and do not require nor prohibit such actions at the committee level. The ordinance requires only that "all meetings of a committee shall be conducted in accordance with the provisions of ss.

19.81 – 19.98, Wis. Stats." That section of the statutes, known as Wisconsin's Open Meetings Law, provides no direction regarding closed session activities.

In the December 2004 memo, Corporation Counsel highlights an opinion of the Attorney General that the decision to record closed session proceedings is within the authority of the governmental body, provided that the governmental body "should then arrange to keep the records thereof under security to prevent their improper disclosure." On the basis of that opinion, Corporation Counsel concludes that the County Board and its committees are not prohibited from taking minutes or recording proceedings in closed session. As mentioned above, the County Board Chairman initially implemented closed session recordings, but later rescinded the practice citing "the loss of full participation on the part of County Board members."

Recommendation
The Committee had requested direction as to how to amend County Ordinances to address recording of closed session proceedings. To that end, an amendment to Chapter 1.13 MCGO can be crafted at the direction of a legislative sponsor. However, given the discussion above and the detail of the attached discussion from the Office of Corporation Counsel, no action is recommended at this time.

Cc: County Board Chairman
Committee members
Corporation Counsel

OFFICE OF CORPORATION COUNSEL

Milwaukee County

WILLIAM J. DOMINA
Corporation Counsel

TIMOTHY R. SCHOEWE
MARY ANN GRIMES
ROBERT E. ANDREWS
Deputy Corporation Counsel

LOUIS EDWARD ELDER
JOHN F. JORGENSEN
MARY ELLEN POULOS
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
RICHARD H. BUSSLER, JR.
Principal Assistant Corporation Counsel

TO: TERRENCE D. COOLEY, CHIEF OF STAFF, MILWAUKEE COUNTY BOARD OF SUPERVISORS

FROM: WILLIAM J. DOMINA, CORPORATION COUNSEL

SUBJECT: **ADVISORY LEGAL MEMORANDUM;** RECORD OF PROCEEDINGS CONDUCTED IN "CLOSED SESSION" UNDER WISCONSIN OPEN MEETINGS LAW.

DATE: DECEMBER 2, 2004

The current practice of the Milwaukee County Board of Supervisors and its committees with respect to proceedings conducted in closed session under Wis. Stat. s. 19.85 is that the tape recorder is turned off and no minutes are made or kept to memorialize what occurs during closed session. This practice serves to guarantee the confidentiality of discussions held during closed session, which comports with the public policy justification for convening in closed session in the first place. Evidently, however, the absence of any record of closed session proceedings has led to occasional disputes over what has actually transpired during those sessions.

The Open Meetings Law, Wis. Stat. ss. 19.81-19.98, does not provide any specific direction with respect to recording proceedings conducted in closed session, nor does any reported appellate decision address that issue. However, the attorney general has provided some guidance.[1]

The attorney general has opined that anyone, including a member of a governmental body, has the right to record the proceedings of a governmental body in open session, so long as the act of recording is not "physically disruptive" of the meeting, but that no such right exists with respect to proceedings in closed session, 66 Wis. Op. Att'y. Gen. 318 (1977). In that opinion, the attorney general indicates that a governmental body has the authority to decide whether to create and maintain a record of a closed meeting.

[1] In relying on an opinion of the attorney general, we are mindful of the attorney general's special statutory duty to provide advice as to the application of the Public Meetings Law, Wis. Stat. s. 19.98.

However, any record of a closed meeting must be retained in the custody of the governmental body and secured to prevent "improper disclosure". Such disclosure would, of course, defeat the purpose of the closed meeting:

> It may be that a governmental body will believe it desirable to record its closed meetings, but it should then arrange to keep the records thereof under security to prevent their improper disclosure. The tape recording could be made by the Board itself, perhaps with its administrative secretary handing the task. The Board might permit one of its members to use his tape recorder to record a closed meeting, but the record produced should be in the Board's custody.

Id., p. 325.

On the basis of the attorney general's opinion, we believe that the Open Meetings Law neither requires nor forbids the County Board and its committees to keep minutes of those portions of meetings conducted in closed session. However, minutes should not be kept unless the County Board is capable of securing those minutes so as to prevent disclosure to anyone other than the County Board members and necessary staff who were permitted to remain in the closed session.

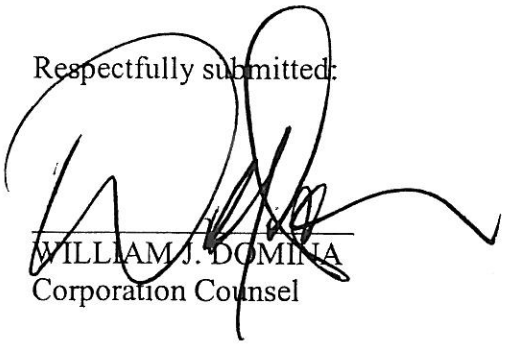
Clearly implicit in the attorney general's opinion is the conclusion that minutes and other records of meetings conducted in closed session under Wis. Stat. s. 19.85 are not subject to disclosure under the Public Records Law, Wis. Stat. ss. 19.31-19.38. That same conclusion follows logically from Wis. Stat. s. 19.35(1)(a), which provides that an authority can deny access to a record on the basis of the any of the reasons in Wis. Stat. s. 19.85 which permit a body to convene in closed session.

In view of the questions which have arisen among members of the County Board, our recommendation is that minutes be kept when County Board members convene in closed session. The decision to keep a record of closed sessions implicates two competing policy considerations. Keeping a record of closed sessions may detract from the relatively informality of those sessions. County Board members and others who participate in closed sessions may be less candid in expressing their views and sharing information if they are concerned that the substance of their statements may ultimately be disclosed to a larger audience. However, a record of closed sessions should resolve any concerns about the credibility and integrity of the Board's proceedings. In our view, this latter interest is the more compelling one, and it militates in favor of keeping minutes of closed sessions.

Finally, it should be noted that in making this recommendation we have not weighed the staffing needs and other logistical issues which will arise if the Board undertakes to keep minutes of closed sessions and preserve the confidentiality of those records.

We hope these observations are useful to you.

Respectfully submitted:



WILLIAM J. DOMINA
Corporation Counsel

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : January 13, 2005

TO : County Board Supervisors

FROM : County Board Chairman Lee Holloway

SUBJECT : Advisory Opinion Concerning Recording Closed Session Proceedings

Attached is an advisory legal memorandum from the Corporation Counsel concerning the recording of proceedings of County Board committee meetings that are conducted in closed session. For reasons identified in the memorandum, the Corporation Counsel has recommended that minutes be kept when County Board members convene in closed session. It is Corporation Counsel's opinion that these minutes would not be subject to open records requests. These policies are designed to protect the integrity and confidentiality of the record of the closed session.

In keeping with this advisory legal memorandum and recommendation, I am requesting that all County Board committees use the following procedure when convening into closed session:

1. Record each closed session in its entirety with a separate audio tape (or tapes) designated for the closed session. (This will meet the recommendation for keeping "minutes" of the closed session.)

2. At the conclusion of the closed session, secure the audio tape in a sealed envelope and place in a secured, locked file in the area of the Committee Clerks' offices.

3. If a member of a committee that went into closed session, requests to review the audio tape from the session, they will be provided access to a designated County Board room to review the tape on a tape player. They will not be able to make a copy of the tape or remove the tape from the room.

4. No one other than a member of the committee that went into closed session, the Committee Clerk or Research Analyst for the Committee, or the Chief of Staff, will be provided access to the tape of the closed session.

5. Committee Clerks should circulate and keep a sign in sheet for each closed session, to be signed by all persons included in the closed session (including any individuals who come into the closed session after it has begun). This sign-in sheet(s) also will be kept sealed and would not be subject to any open records requests.

Lee Holloway
Chairman, County Board of Supervisors

RECEIVED
JAN 14 2005
CORPORATION COUNSEL
MILWAUKEE COUNTY, WI

Attachment

cc: All Committee Clerks
All Research Analysts
Shirley Szklarski, Administrative Secretary-Support Services
William Domina, Corporation Counsel
Terrence Cooley, Chief of Staff

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : May 18, 2005

TO : County Board Supervisors

FROM : County Board Chairman Lee Holloway

SUBJECT : Closed Sessions of County Board Committees - Revised Policy

On January 13, 2005, I sent you a communication attaching a December 2, 2004 advisory legal memorandum from the Corporation Counsel concerning the recording of proceedings of County Board Committee meetings conducted in closed session. Based on that memorandum, in which the Corporation Counsel recommended minutes be kept of closed session meetings, I requested all Committee Chairs to use a procedure for closed sessions that included tape recording each closed session in its entirety and keeping the tapes in a secure locked location. According to the Corporation Counsel, such tape recordings would not be subject to open records laws because of the confidential nature of closed sessions.

We have now tried this new procedure of recording closed session meetings over the past several months. We have had a number of closed session meetings of Committees during this time. It has been brought to my attention that, notwithstanding the confidential nature of the closed sessions, the tape recording of such sessions has inhibited some County Board members from fully participating as they otherwise might.

Clearly, it was my intent to keep a record, to the extent possible, of such meetings, following the advise of Corporation Counsel. It now appears, however, that any advantage in doing so is outweighed by the loss of full participation on the part of County Board members.

Consequently, I am hereby changing the policy initiated in my January 13, 2005 memorandum. From this point forward, closed sessions of County Board Committees will not be taped. Nor will Committee Clerks be required to take notes of conversations in closed sessions, as I think this does not really address the issue and, given that any such notes would be subjective, would only place the Committee Clerks in a difficult position.

The policy of County Board staff circulating and keeping a sign-in sheet for each closed session will continue to be in effect. These sign-in sheets should include any and all persons included in the closed session (including any individuals who come into the closed session after it has begun). Also, I would ask that, for any closed session item, only individuals who have a legitimate and appropriate contribution to make to the closed session proceedings be included in the closed session. The Committee Chair should make this determination.

Thank you all for your cooperation with this change in policy.

Lee Holloway
Chairman, County Board of Supervisors

cc: All Committee Clerks
All Research Analysts
Shirley Szklarski, Administrative Secretary-Support Services
William Domina, Corporation Counsel
Terrence Cooley, Chief of Staff

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: October 12, 2010

TO: Supervisor Willie Johnson, Jr., Chairman
Committee on Judiciary, Safety and General Services

FROM: Robert E. Andrews, Deputy Corporation Counsel

SUBJECT: File No. 10-258 – Amendment of Code 9, Code of Ethics as it relates to privileged information.

At the meeting of your committee on September 16, 2010 the above subject file was considered. It proposes that the Code of Ethics be amended to make it a violation of the Code for the unauthorized release of privileged information. The Committee requested that Corporation Counsel provide a report back on six matters. These items will be addressed in the order presented on the referral.

The first request is listed as "Disclosure of confidential information being considered as classified information". In our view the terms "privileged information", "confidential information" and "classified information" are interchangeable as each can be used to assist in defining the others. Information that is privileged is protected by a legally recognized right against disclosure. In other words, such information is to remain confidential or classified. The term "privileged information" has been part of our Code of Ethics in one form or another for many years. The present Code already contains a section which prohibits the disclosure of privileged information. Section 9.05(2)(d) reads as follows:

> "No county, public official or employee shall use or disclose privileged information gained in the course of, or by reason of, his/her position or activities which in any way could result in financial gain for himself/herself or for any other person."

The proposal currently before this Committee makes it unnecessary for there to be a "financial gain" in order to have a violation of the Code. The amendment to the Code, if adopted, with the elimination of the financial gain element, would cover a wider range of situations.

The second question asked, "Who decides what is confidential?" The Milwaukee County Ethics Board is vested with the authority to determine whether information is "privileged". If the Board found that the information at issue was privileged it would follow with a determination as to whether the release of the information violated the Code.

The next question inquired as to the legal impact on the operation of the Code if the proposed amendment is adopted. Any response at this point would be conjecture. However, in my more than 25 years of staffing the Ethics Board I cannot recall an investigation or a complaint that implicated the privileged information provision. As previously stated, the proposed change does broaden the areas that might give rise to allegations that privileged information was improperly released. It is my sense, however, that the adoption of the amendment would not result in a significant impact on the operation of the Ethics Board.

Identifying what is acceptable material for a closed session was also raised. Every meeting of a government body must be held in open session except as provided by Wis. Stat. §19.85. A closed session of a meeting may be held only for those specific purposes listed in that section. Because the legislative mandate weighs heavily in favor of meetings being open, the exceptions to that strong policy are to be narrowly construed.

The exceptions that would permit a closed session that are relevant to the county are: 1) preliminary discussions of personnel problems; 2) considerations about public employees; 3) bargaining; 4) personal information; and 5) litigation strategy. And, it must be stated that simply because an item may be discussed in closed session does not mean that it has to be. This area of the open meetings law is dynamic as appellate court decisions continue to create a more nuanced understanding of the proper application of the facts to the law when determining whether a meeting may be closed.

The fifth item requested that we address making notes in closed session of a meeting. Because there currently is no prohibition to creating hand-written notes in county meetings, I will assume that the request is directed at whether such note taking could be banned. Presently, there is no legal authority one-way or the other in the state of Wisconsin. There is a letter, however, from an assistant attorney general in 2006 to the legal counsel of a school board which discussed this. Although the author declined to take a position on the issue he did present comments of the various forces that are at odds on the subject:

> "The powers of the body and the rights of its members must be considered in relation to each other. Individual members, in exercising their own participatory rights, have a duty to not interfere with the concomitant rights of other members or of the body of the whole and, accordingly, must generally obey the procedural rules of the body. Conversely, the body, in regulating its collective proceedings, should not interfere with the participatory rights of an individual member anymore than is necessary to protect the coordinate rights of other members in ability of the body to carry out its public functions…the ability of a member of a governmental body to effectively discharge his or her official duties may require the taking of personal notes in order to occasionally refresh the member's memory, to assist in effectively

> gathering information, or to record the member's own thoughts about matters needing further investigation. On the other hand, as discussed above, the governmental body also has a substantial and legitimate interest in restricting the creation of any tangible, lasting record that might threaten the confidentiality of a lawfully closed meeting." (Assistant AG letter to Mr. Thomas A. Maroney October 31, 2006)

It is my opinion that the County Board does possess the authority to limit or prohibit the creation of hand-written notes in a closed session. It was not that long ago when the Board directed that all closed sessions be tape-recorded. This came about in response to a number of instances in which attendees of the closed session voiced significantly different recollections of what was discussed in the closed session.

The final inquiry of this office is related to the last item. Support has been shown that closed sessions be tape-recorded and any documents along with the tape of the meeting be deposited with this office for the purpose of shielding these items from the public. It is my recollection that for a relatively short period of time the County Board did record the closed sessions of its committees. A review of the tapes was limited to those individuals who had a right to be present at the closed session. The potential vulnerability of those tapes being released to other individuals was demonstrated in the recently concluded major lawsuit involving the County's pension benefits. Opposing counsel pressed hard to obtain access to those recordings. This led to the County Board reversing its policy of making recordings of its closed sessions.

A 2008 Supreme Court decision has further clouded the matter. In the case of *Sands v. Whitnall School Dist.*, 312 Wis.2d 1 (2008), Sands, an employee of the Whitnall School District learned, following a closed session meeting of the school district board that she was fired. She proceeded to file a lawsuit against the school district. During discovery her attorney served interrogatories on the school district inquiring as to the events in closed session. Our supreme court ruled that Sands was entitled to this evidence. In this instance the laws governing the discovery of evidence in civil cases trumped the ability to go into closed session under the open meetings law. Clearly, this is the trend: more access by the public to what formally had been closed. Using the Sands cases as a prelude it is my opinion that our ability to avail ourselves of the protections provided by attorney-client privilege will be further restricted. If there is a record, whether it be hand-written notes or a tape-recording, there will be an effort to bring those matters out into the public eye. It is recommended that the Board proceed cautiously in taking any action that seeks to limit the access of the public to meetings as well as to informationly be disclosed.

/s/ ROBERT E. ANDREWS
REA/rf

cc: Linda Durham

By Supervisor Rice

Journal,
File No. 10-

AN ORDINANCE

Amending Chapter 9, Code of Ethics, of the Milwaukee County Code of General Ordinances as it relates to confidential information, privileged communications and information acquired in meetings convened in closed session.

The County Board of Supervisors of the County of Milwaukee does ordain as follows:

SECTION 1. Section 9.02 (14) of the General Ordinances of Milwaukee County is amended as follows:

9.02 Definitions

(14) "Privileged information" means information obtained under government authority which has not become a part of the body of public information~~.~~, including but not limited to information that has been acquired in a meeting convened in closed session under the provisions of Wis. Stats. 19.85, or information contained in a communication labeled as privileged or confidential.

SECTION 2. Section 9.05 of the General Ordinances of Milwaukee County is amended as follows:

9.05. Standards of conduct.

(1) No personal or economic interest in decisions and policies: The county board hereby reaffirms that a county elected official, appointed official or employee holds his/her position as a public trust, and any effort to realize personal gain through official conduct is a violation of that trust. This chapter shall not prevent any county elected official, appointed official or employee from accepting other employment or from following any pursuit which does not interfere with the full and faithful discharge of his/her duties to the county. The county board further recognizes that in a representative democracy, the representatives are drawn from society and, therefore, cannot and should not be without all personal and economic interest in the decisions and policies of government; that citizens who serve as public officials or public employees retain their rights as citizens to interests of a personal or economic nature; that standards of ethical conduct for public employees and public elected and appointed officials need to distinguish between those minor and inconsequential conflicts which are unavoidable in a free society and those conflicts which are substantial and material; and that county elected officials, appointed officials or employees may need to engage in

employment and/or professional or business activities, other than official duties, in order to support their families and to maintain a continuity of professional or business activity or may need to maintain investments. However, the code maintains that such activities or investments must not conflict with the specific provisions of this chapter.

(2)(a) No financial gain or anything of substantial value: Except as otherwise provided or approved by the county board, no county public official or employee shall use his/her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself/herself or his/her immediate family, or for an organization with which he/she is associated. This paragraph does not prohibit a county elected official from using the title or prestige of his/her office to obtain campaign contributions that are permitted by and reported as required by ch. 11, Wis. Stats.

(b) No person may offer anything of value: No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee. This section does not prohibit a public official or an employee from engaging in outside employment.

(c) No substantial interest or benefit: Except as otherwise provided in paragraph (1.), no public official or employee shall:

1. Take any official action substantially affecting a matter in which the public official, employee, a member of his/her immediate family, or an organization with which the public official or employee is associated has a substantial financial interest.
2. Use his/her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the public official, employee, members of the public official's or employee's immediate family either separately or together, or an organization with which the public official or employee is associated.

(d) No disclosure of privileged information: No county public official or employee shall use or disclose privileged information gained in the course of, or by reason of, his/her position or activities which in any way could result in financial gain for himself/herself or for any other person.

(e) No use of public position to influence or gain unlawful benefits, advantages or privileges: No county public official or employee shall use or attempt to use his/her public position to influence or gain unlawful benefits, advantages, or privileges for himself/herself or others.

(f) No offer of gifts or anything of value: No county public official shall offer or give anything of value to a member or employee of a county department or entity, while that member or employee is associated with

the county department or entity, and no member or employee of a department shall solicit or accept from any such person anything of value from a county official or employee.

(g) Limits on contracts with county: No county public official or employee and no business with which he/she or his/her spouse has a significant fiduciary relationship or any organization with which he/she or his/her spouse is associated shall enter into any contract with the county unless that contract has been awarded through a process of public notice and competitive bidding in conformity with applicable federal and state statutes and county ordinances.

(h) Limits on lease of real estate with county: No county public official or employee and no business in which that county public official or employee has a ten (10) percent or greater interest shall enter into a lease of real property with the county, except that the county board, upon a publicly filed and considered request, shall waive this subsection when it is in the best interests of the county.

(i) No limits on lawful payments: Paragraph (c) does not prohibit an elected official from taking any action concerning lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit an elected official from taking official action with respect to any proposal to modify a county ordinance.

(j) No solicitation of at-will employees: No elected county official shall knowingly solicit a campaign contribution from any "at-will employee" defined as an employee who is not under union or labor contract with the county, who is hired for an indefinite term or who is under an independent contract with the county or its subparts or who can be discharged or terminated at any time for any nondiscriminatory reason.

(k) No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.

(l) ~~(l)~~ Limits on honorarium fees or expense reimbursements: No county public official or employee shall accept or solicit any honorariums, fees or expense reimbursements except in accordance with section 9.14.

(m) Closed Session, Confidential Information and Privileged Communications.

(1) No county public official or employee may disclose privileged information, as defined in Section 9.02, to any individual who was not authorized to receive such information as defined below, except as provided in subsection (4) below.

(2) For purposes of this section, an individual is authorized to receive privileged information if:

a. that individual is a public official as defined in Section 9.02 of this chapter or a member of the governmental body as defined in Wis. Stats. 19.89; or

b. that individual was authorized to attend a closed session by the County Board Chairman or presiding Committee Chair; or

c. that individual was authorized to receive privileged information presented in a closed session after the fact with the authorization of the County Board Chairman or the presiding Committee Chair; or

d. that individual is specified as an addressee or copied recipient of a privileged communication, or otherwise authorized as a recipient by the author of such communication.

(3) Violation of this section may be addressed by the use of such remedies as are currently available by law, including but not limited to the following actions:

a. Corporation Counsel is authorized to seek injunctive relief to prevent disclosure or further disclosure of privileged information obtained in closed session;

b. An investigation request or verified complaint may be filed as provided in Section 9.09(4) of this chapter, and shall be processed and disposed in accordance with the procedures contained herein.

(4) No action authorized under subsection (3) above may be taken against a person, nor shall it be deemed a violation of this section, if:

a. The disclosure of privileged information is part of a confidential inquiry or complaint to a district attorney concerning a perceived violation of law, including the disclosure of facts to a district attorney that are necessary to establish the illegality of an action taken by a public official or the potential illegality of an action if that action were to be taken by a public official;

b. The County Board adopts a resolution authorizing the release of privileged information.

(5) Nothing in this section shall be construed to prohibit disclosures permitted under Subchapters III and IV of Wis. Stats. 230 ("Whistleblower" laws).

(6) The Ethics Board shall include the requirements of closed session confidentiality and notice of the requirements of this section as part of Ethics training conducted under 9.08 (10).

(3) *Limits on contact:*

(a) *Limits on contact with former county associates:* No former county public official or employee, for twelve (12) months following the date on which he/she ceases to be a county public official or employee, shall, for compensation, on behalf of any person other than a governmental entity, make any formal or informal appearance before or try to settle or arrange a matter by calling, writing, or conferring with, any county public official, officer or employee of the department with which he/she was associated as a county public official or employee.

(b) *Limits on contact with judicial or quasi-judicial proceedings:* No former county public official or employee for twelve (12) months following the date on which he/she ceases to be a county public official or employee, shall for compensation on behalf of himself/herself or any person other than a governmental entity, make any formal or informal appearance before, or try to settle or arrange a matter by calling, writing, or conferring with, any county public official, officer or employee of a department in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge which was under the former public official's or employee's responsibility as a county public official or employee.

(c) *Limits on contacts with judicial or quasi-judicial proceedings where personally participated:* No former county public official or employee shall, whether for compensation or not, act on behalf of any party other than the county in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge in which the former public official or employee participated substantially as a public official or employee.

(d) *Consideration of exemptions:* The ethics board shall accept and review written requests by former appointed officials for an exemption from the prohibitions of (3). Such exemption requests must be heard and deliberated during a properly convened open session of an ethics board meeting and must be included in a written ethics board opinion stating the reason(s) that the former appointed official should be exempt from the otherwise prohibited conduct.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 2, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: AN ORDINANCE
Amending Chapter 9, Code of Ethics, of the Milwaukee County Code of General Ordinances as it relates to confidential information, privileged communications and information acquired in meetings convened in closed session.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This ordinance amendment addresses disclosure of confidential information obtained through privileged or confidential communications, and information acquired in a meeting convened in closed session. There is no direct fiscal impact, although Ethics Board staff will be required to add training on confidentiality to the Ethics Training materials.

Department/Prepared By County Board / Ceschin

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

MILWAUKEE COUNTY BOARD OF SUPERVISORS
Committee on Judiciary, Safety and General Services

DATE: September 16, 2010

AGENDA ITEM No. 2

AMENDMENT NO. 1

Resolution File No.

Ordinance File No. 10-258

OFFERED BY SUPERVISOR(S): Sanfelippo

1. **AMEND Section 1 of the proposed ordinance, beginning on line 11, as follows:**

9.02 Definitions

(14) "Privileged information" means information obtained under government authority which has not become a part of the body of public information, including but not limited to information that has been acquired in a meeting convened in closed session under the provisions of Wis. Stats. 19.85, or information contained in a communication distributed in a closed session meeting that is labeled as privileged or confidential.

2. **AMEND Section 2 of the proposed ordinance, beginning on line 152, as follows:**

9.05 Standards of Conduct

(3) Violation of this section may be addressed by the use of such remedies as are currently available by law, including but not limited to, ~~the following actions:~~

~~a. Corporation Counsel is authorized to seek injunctive relief to prevent disclosure or further disclosure of privileged information obtained in closed session;~~

~~A~~an investigation request or verified complaint may be filed as provided in Section 9.09(4) of this chapter, and shall be processed and disposed in accordance with the procedures contained herein.

(4) No action authorized under subsection (3) above may be taken against a person, nor shall it be deemed a violation of this section, if:

a. The disclosure of privileged information is part of a confidential inquiry or complaint to a district attorney

concerning a perceived violation of law, including the disclosure of facts to a district attorney that are necessary to establish the illegality of an action taken by a public official or the potential illegality of an action if that action were to be taken by a public official;

~~a.~~b. The disclosure of privileged information is part of a legal proceding or judicial action; or

~~b.~~c. The County Board adopts a resolution authorizing the release of privileged information.

I:\10-258 AMENDMENT Ethics Closed Session.docx

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: September 13, 2010

TO: Supervisor Willie Johnson, Jr., Chairman
Committee on Judiciary, Safety and General Services

FROM: Robert E. Andrews, Deputy Corporation Counsel

SUBJECT: File No. 10-258 – Ordinance by Supervisor Rice, amending Chapter 9, Code of Ethics of the Milwaukee County Code of General Ordinances, as it relates to confidential information, privileged communications and information acquired in meetings convened in closed session.

At your meeting on July 15, 2010, the committee voted to refer the above matter to the Office of Corporation Counsel for further review. The referral did not contain any specific questions or issues.

We have reviewed the proposed amended version of the initial proposal and it is our opinion that there is no legal impediment to the adoption of the resolution/ordinance.

REA/rf

cc: Linda Durham

2, 3, 4

JEFFREY A. KREMERS
Chief Judge
Telephone: (414) 278-5116

DAVID A. HANSHER
Deputy Chief Judge
Telephone: (414) 278-5340

MAXINE A. WHITE
Deputy Chief Judge
Telephone: (414) 278-4482

BRUCE M. HARVEY
District Court Administrator
Telephone: (414) 278-5115

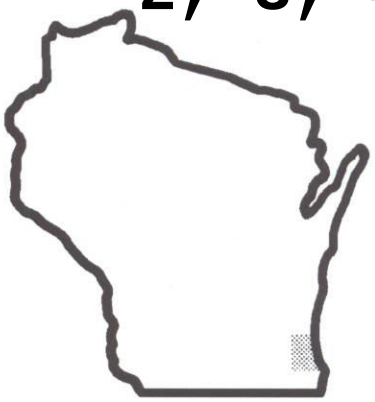
BETH BISHOP PERRIGO
Deputy District Court Administrator
Telephone: (414) 278-5025

STATE OF WISCONSIN

FIRST JUDICIAL DISTRICT

MILWAUKEE COUNTY COURTHOUSE
901 NORTH NINTH STREET, ROOM 609
MILWAUKEE, WISCONSIN 53233-1425

TELEPHONE (414) 278-5112
FAX (414) 223-1264



DATE: January 4, 2011

TO: Chairman Michael Mayo, Sr.
Milwaukee County Board of Supervisors

FROM: Chief Judge Jeffrey A. Kremers

C: Supervisor Willie Johnson, Jr., Chair-Judiciary, Safety & Gen. Services Committee

RE: **Items for next Judiciary, Safety & General Services Committee Agenda**

Please place the following items on the next Judiciary, Safety and General Services Committee agenda:

1. Permission to receive and disburse $25,000 from the State Department of Justice for activities and services in support of the Milwaukee County Drug Treatment Court in 2011;

2. Permission to execute professional services contracts with ATTIC Correctional Services, Inc., Wisconsin Community Services, Inc., and Benedict Center for services provided at the Community Justice Resource Center (CJRC) in 2011;

3. Permission to execute a professional services contract without a competitive bid process with Justice 2000, Inc. in 2011 for implementation of the Universal Screening Pilot Program.

Please see attached resolutions and fiscal notes in support of these requests. Please let me know if you plan to also refer these items to the Finance Committee.

Please contact me if you have any questions.

Thank you.

JAK:bjs

Attachments

File No.

Journal,

(ITEM NO.) From the Chief Judge, requesting permission to execute professional services contracts with ATTIC Correctional Services, Inc., Wisconsin Community Services, Inc. and the Benedict Center for the period of January 1, 2011 through December 31, 2011 in an amount not to exceed a total of $531,924 for provision of services at the Milwaukee Community Justice Resource Center (CJRC).

A RESOLUTION

WHEREAS, the Milwaukee County Board of Supervisors adopted the 2011 budget on November 8, 2010 (File No. 10-347) and approved by the County Executive, which included funding in the amount of $531,924 for CJRC participant programming; and

WHEREAS, the above agencies were awarded contracts as a result of a competitive bid process for the period of January 1, 2009 through December 31, 2011; and

WHEREAS, all programming at the CJRC will be subject to a competitive bid process in 2011 for the contract period of January 1, 2012-December 31, 2014; therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Chief Judge to execute professional services contracts with ATTIC Correctional Services, Inc., Wisconsin Community Services, Inc. and the Benedict Center for the period of January 1, 2011 through December 31, 2011 in an amount not to exceed a total of $531,924 for provision of services and programming at the Milwaukee Community Justice Resource Center.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 01/03/2011

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: 2011 Community Justice Resource Center Contracts

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.[1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Expenditures are within the approved budget for Org. Unit 2900, Alternatives to Incarceration, for the period of January 1, 2011-December 31, 2011. Absorbed within agency budget as funding for the Community Justice Resource Center (CJRC) was approved and included in Org. Unit 2900 budget by the County Board (File No. 10-347) during the 2011 budget process. Professional services contracts will be executed with ATTIC Correctional Services, Inc., Wisconsin Community Services, Inc. and the Benedict Center for the period of January 1, 2011-December 31, 2011 in an amount not to exceed $531,924.

This is no fiscal impact associated with the requested action.

Department/Prepared By Holly Szablewski/Deborah Bachun

Authorized Signature Deborah Bachun Jeffrey Kremers

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

File No.

Journal,

(ITEM NO.) From the Chief Judge, requesting permission to execute a professional service contract without a competitive bid process with Justice 2000, Inc. for the period of February 1, 2011 through December 31, 2011 in an amount not to exceed of $250,000 for implementation of the Universal Screening Pilot Program.

A RESOLUTION

WHEREAS, the Milwaukee County Board of Supervisors adopted the 2011 budget on November 8, 2010 (File No. 10-347) and approved by the County Executive, which included funding in the amount of $250,000 for the Universal Screening Pilot Program ; and

WHEREAS, Justice 2000, Inc., as a result of a competitive bid process in 2009, was selected as Milwaukee County's primary provider of pretrial services, including jail screening for the Treatment Alternatives and Diversion (TAD) Program for the contract period of January 1, 2009-December 31, 2011; and

WHEREAS, Justice 2000 is experienced in and familiar with the application of the proposed pretrial risk and screening instruments, Milwaukee County Pretrial Services Database, Milwaukee County Intake Court operation and proposed screening program; and

WHEREAS, on December 23, 2010 the Pretrial Services Advisory Board voted unanimously in support of contracting with Justice 2000 in 2011 for the Universal Screening Pilot Program without a competitive bid process; and

WHEREAS, Wisconsin Community Services, Inc. has indicated to the Judicial Review Coordinator that the agency would not submit a bid for provision of these services and supports issuing a contract to Justice 2000 for 2011; and

WHEREAS, the competitive bid process would delay implementation of the Universal Screening Pilot Program until June/July of 2011; and

WHEREAS, all programs in Org. Unit 2900, including Universal Screening, will be subject to a competitive bid process for the contract period of January 1, 2012-December 31, 2014; therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Chief Judge to execute a professional service contract with Justice 2000, Inc. for the period of February 1, 2011 through December 31, 2011 in an amount not to exceed of $250,000 for implementation of the Universal Screening Pilot Program.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 01/03/2011

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: 2011 Universal Screening Pilot Program Contract

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

- ☐ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Expenditures are within the approved budget for Org. Unit 2900, Alternatives to Incarceration, for the period of January 1, 2011-December 31, 2011. Absorbed within agency budget as funding for the pilot program was approved and included in Org. Unit 2900 budget by the County Board (File No. 10-347) during the 2011 budget process. Contract will be executed with Justice 2000, Inc., in an amount not to exceed $250,000 for the period of February 1, 2011-December 31, 2011. Justice 2000 is the current provider of jail screening services for Milwaukee County's Treatment Alternative and Diversion (TAD) Program. These services were subject to a competitive bid process for the period of January 1, 2009-December 31, 2011and Justice 2000 was unanimously selected as the provider as a result of this competitive bid process.

This is no fiscal impact associated with the requested action.

Department/Prepared By Holly Szablewski/Deborah Bachun

Authorized Signature Deborah Bachun

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

File No.

Journal,

(ITEM NO.) From the Chief Judge, requesting permission to receive and disburse funds in the amount of $25,000 from the State of Wisconsin Department of Justice to support the Milwaukee County Drug Treatment Court in 2011.

A RESOLUTION

WHEREAS, in November 2010, Wisconsin Attorney General J.B. Van Hollen announced that to help fund adult drug treatment courts, Wisconsin would distribute to 23 Counties, $260,000 from Wisconsin's share of a class-action settlement against several vitamin manufacturers; and

WHEREAS, on November 19, 2010 Milwaukee County received from the Wisconsin Department of Justice a check in the amount of $25,000 as its share of the disbursement; and

WHEREAS, these funds will be used to support services and activities of the Milwaukee County Drug Treatment Court in 2011; therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Chief Judge to receive and disburse funds in the amount of $25,000 from the Wisconsin Department of Justice for services and activities of the Milwaukee County Drug Treatment Court in 2011.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 01/03/2011

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Funds from Wisconsin Department of Justice to Support Drug Treatment Court

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☒ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	25,000	
	Revenue	25,000	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
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D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Increase of $25,000 in operating expenditures in Org. Unit 2900, Alternatives to Incarceration, for the period of January 1, 2011-December 31, 2011 will be offset by increase in operating revenue from the State of Wisconsin Department of Justice. Funds are to be used to support Milwaukee County Drug Treatment Court activities and services.

This is no fiscal impact associated with the requested action.

Department/Prepared By Holly Szablewski/Deborah Bachun

Authorized Signature Deborah Bachun Jeffrey Graham

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

COUNTY OF MILWAUKEE

5

Office of the Ethics Board
INTER-OFFICE COMMUNICATION

DATE: November 17, 2010

TO: Chairman Holloway, Milwaukee County Board of Supervisors

FROM: Veronica W. Robinson,
Executive Director, Ethics Board &
Executive Secretary, Personnel Review Board

SUBJECT: Electronic Submission of Statement of Economic Interests (SEI) Form

Policy Issue

The Ethics Board is in the process of developing and implementing a means by which Statement of Economic Interest (SEI) forms can be completed online and submitted to the Ethics Board in a secure, electronic format. Completion of this project will:

1. Support the Office of the Ethics Board's goal of organizing, storing, filing, retrieving, and otherwise managing SEI forms efficiently and economically.

2. Improve the ease in which filers are able to file SEI data from one year to the next.

3. Assist the Ethics Board in meeting duties related to SEI forms review and related training.

4. Allow the Ethics Board to create an online database of general public information for easy access from its website.

Background

County Ordinance 9.03(1) requires that "All county elected and appointed officials, candidates for elected county offices, and county employees, whose duties and responsibilities; performed for or on behalf of the county or any board or commission thereof, include the awarding or execution of contracts for the purchase of supplies, services, materials, and/or equipment; the construction of public works; and/or the sale or leasing of real estate or who may be designated by the Ethics Board shall file Statements of Economic Interests." The Ethics Board may exercise its discretion in requiring filing of economic interest statements by members of boards and commissions.

The SEI form and its attachments are currently available on the Ethics Board website in a fillable PDF format. However, an SEI filer must still print the form, complete the sworn affidavit, and submit a hard copy to the Ethics Board. The hard copy forms are reviewed and stored in the Ethics Board office. SEI forms are public records and are subject to open records laws. Any requester that submits a written request by way of completing an approved form may review any SEI form, and the SEI filer is notified of the request.

In the interest of enhancing services available to required SEI filers, the Milwaukee County

Ethics Board is prepared to begin implementation of a means to allow SEI filers to complete and submit their SEI form in a secure, electronic format. The electronic form will include the required certifying statement to fulfill the purpose of the current affidavit. The means and methods used to implement this project can likely be used to facilitate similar projects with or for other departments, such as that in research by the Milwaukee County Election Commission.

Project Description

The SEI project will be two-tiered and the following results are anticipated:

TIER ONE:

- The SEI form, along with the honorariums, fees, and expenses information, will be submitted securely and electronically, in support of Milwaukee County's goal of improving its use of technology.
- By including the certifying statement of understanding, full completion, and intended accuracy on the form, filers will not need to locate a notary before signing, saving time for all filers.
- After signing the form electronically, the SEI filer will receive a confirmation that a form has been filed in their name and successfully submitted to the Ethics Board, providing a transaction record for all parties.
- The Ethics Board will receive the form in a database format, allowing for improved sorting, storing, organizing, reviewing, and updating, and in support of Milwaukee County's goal to implement more efficient business processes.
- Electronic submission will reduce the amount of paper used for SEI filing, in support of Milwaukee County's green initiative.

TIER TWO:

- Tier two of the project will allow basic data from the SEI form to be uploaded to the Ethics Board website, in support of Milwaukee County's goals of improving public accountability and accessibility.
- The index will be generally modeled after the State of Wisconsin Government Accountability Board's *Eye on Financial Relationships* website, following an established standard and trending positively toward more open government.
- Existing procedures will not be modified as regards requests to view a full copy of any SEI form, in accordance with open records laws and standards.

Fiscal Impact

The Ethics Board will use a balance of funds appropriated for its related Ethics Training project which is being developed and implemented on an ongoing basis. As a result, there is no fiscal impact on Milwaukee County.

Respectfully Submitted,

Veronica W. Robinson
Executive Director/Secretary, Ethics Board/PRB

c: Scott Walker, County Executive
Cindy Archer, Director – Department of Administrative Services
Milwaukee County Ethics Board
Lisa Weiner, Manager, Election Commission
Laurie Panella, Interim CIO – IMSD, Department of Administrative Services
Davida Amenta, Budget Analyst, DAS-Fiscal
Rick Ceschin, Senior Research Analyst, County Board of Supervisors
Jerome Heer, Director, Department of Audit
Robert E. Andrews, Deputy Corporation Counsel, Corporation Counsel

BY VERONICA W. ROBINSON, EXECUTIVE DIRECTOR, MILWAUKEE COUNTY ETHICS BOARD.

A RESOLUTION

A resolution that authorizes the development and implementation of a secure means of completing Statements of Economic Interest (SEI) forms online; submitting them electronically to the Office of the Ethics Board; and subsequently creating a simple online, publicly-accessible index of required SEI filers.

WHEREAS, all county elected and appointed officials, candidates for elected county offices, and county employees, whose duties and responsibilities, performed for or on behalf of the county or any board or commission thereof, include the awarding or execution of contracts for the purchase of supplies, services, materials, and/or equipment; the construction of public works; and/or the sale or leasing of real estate, or who may be designated by the Ethics Board, shall file Statements of Economic Interests; and,

WHEREAS, the duties of the Ethics Board also include preservation of the Statements of Economic Interests for a period of six (6) years from the date of receipt in a form that will facilitate document retention; and

WHEREAS, the duties of the Ethics Board also include accepting, filing, and having available for public inspection any information related to the purposes of the Ethics Code, including Statements of Economic Interest forms; and,

WHEREAS, since the Milwaukee County Ethics Board does not currently accommodate electronic submission of Statements of Economic Interest forms, filers must locate a notary public and must then submit a paper form to the Office of the Ethics Board, while individuals seeking information about filers must visit the Office of the Ethics Board at the Milwaukee County Courthouse; and

WHEREAS, Milwaukee County has taken steps to encourage sustainable work practices such as reduced paper usage and electrical consumption; to promote open government and enhanced public access by placing more public information on its websites; and to be more fiscally responsible by utilizing more modern technologies such as Legistar, a legislative workflow database; and

WHEREAS, the Ethics Board can efficiently and effectively meet the said duties by means of, among other things, a workflow database, and can partner with other County agencies with the same or similar goals; and

WHEREAS, the State of Wisconsin's Government Accountability Board has set the standard for online access to basic financial disclosure data through its *Eye on Financial Relationships* website; and

WHEREAS, the Executive Director has managed the funds allocated toward development and implementation of an ethics training program in a fiscally responsible manner and has funds available to expend on this related development and implementation of an online means to file, submit, store, organize, and manage SEI forms; to upload basic

financial data into a public-access database; to improve the ease in which filers are able to file SEI data from one year to another; and to assist the Ethics Board in meeting its duties as related to Statements of Economic Interest forms and related training; now, therefore

BE IT RESOLVED, that the Executive Director, Milwaukee County Ethics Board, is hereby authorized to work in partnership with the Department of Administrative Services Information Management Systems Division to develop and implement a means of online financial disclosure filing via the Statement of Economic Interests form.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 16, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Electronic Submission of SEI Form

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The action would approve the use of 2010 budgeted funds in the Ethics Board budget for payment of expenses related to developing and implementing a means of receiving Statement of Economic Interest forms in a secure, electronic format and for uploading basic data into a publically accessible online index.

B. Because the funds used are already approved for related use in implementing the Ethics Boards training and development program, no additional direct costs, savings, or anticipated revenues are associated with the request or proposed action within the current budget year.

C. The available funds would be expended toward completion of the project. Expenditures are projected around $30,000 but the Ethics Board continues to promote fiscal responsibility in the form of using in-house resources wherever possible, which is expected to facilitate reduced expenses. The project has no effect on revenue. There is a no net tax levy impact by approving this project.

D. It is assumed there is no fiscal impact because the project uses 2010 budgeted funds.

Department/Prepared By Veronica W. Robinson

Authorized Signature Veronica W. Robinson

Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Judiciary
6 G.

Referred
JAN 7011
County Board
Chairman

County of Milwaukee

Office of the Sheriff

FILE NO. 11-46

David A. Clarke, Jr.
Sheriff

DATE: January 3, 2011

TO: Supervisor Michael Mayo, Sr., Acting Chairman, County Board of Supervisors

FROM: Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff

SUBJECT: Request to Accept State of Wisconsin Department of Transportation grant for an Alcohol Enforcement 2011 program in the amount of $128,199 for the Office of the Sheriff.

REQUEST

The Sheriff of Milwaukee County requests to accept grant funding of $128,199 from the State of Wisconsin Department of Transportation for an Alcohol Enforcement 2011 program for the Office of the Sheriff.

BACKGROUND

In Wisconsin during 2009, alcohol was listed as a contributing factor in 5.8% of all crashes. 41.4% of all vehicle crash fatalities in 2009 were alcohol-related, resulting in 223 deaths. Alcohol-impaired driving is associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include speeding and failure to wear safety belts.

The State of Wisconsin Department of Transportation has identified roadway segments patrolled by Milwaukee County as at risk. All alcohol and speed related crash data from the three previous years for every jurisdiction in Wisconsin was analyzed, including those involving property damage through all ranges of injuries to those that resulted in death. Using the data, the places in Wisconsin with the largest crash frequency due to excess alcohol use or speed was identified. Based upon this analysis, the State of Wisconsin Department of Transportation has awarded the Milwaukee County Sheriff's Office an Alcohol Enforcement 2011 grant program. This grant is dedicated to Milwaukee County's Sheriff Office.

The grant has the following objectives:

1. To adopt a zero tolerance policy for impaired driving during all motor vehicle stops.
2. To adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops.
3. Grantee will, on average, initiate a recorded traffic stop every 45 minutes.
4. Grantee will typically maintain an agency ratio of three citations to one written warning.
5. To make contacts with local media, community groups or other groups to increase public awareness of seatbelt related crash information and subsequent enforcement efforts.

The grant period is from October 1, 2010 until September 30, 2011. It is anticipated that there will be 96 deployments for a total of 2,240 enforcement hours. Payment is based on an average overtime/fringe hourly rate of $55.00 per hour. The grant requires a local match on salary expenses of 25% or $41,081 bringing the total project funding to $169,280. Milwaukee County's Sheriff Office will use existing budgeted salary funds as match dollars. The grant also includes funding of $4,999 for equipment to perform a field Sobriety Test (FST).

FISCAL NOTE

Grant funds total $128,199 with a 25% local match required on salary expenses which is $41,081 bringing the total project funding to $169,280. The Office of the Sheriff has existing budgeted salary funds to provide for the required match.

Inspector Richard R Schmidt

Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff

cc: Chairman, Finance and Audit Committee
Patricia Jursik, Chairman, Personnel Committee
Candice Richardson, DAS-Division of Human Resources
Jon Priebe, Public Safety Fiscal Administrator

File No.
(Journal, 2010)

(ITEM) From the Sheriff requesting to apply for and accept State of Wisconsin Department of Transportation grant for an Alcohol Enforcement 2011 program in the amount of $128,199:

A RESOLUTION

WHEREAS, the State of Wisconsin Department of Transportation has identified roadway segments patrolled by Milwaukee County as at risk of alcohol related crashes; and

WHEREAS, based upon this analysis, the State of Wisconsin Department of Transportation has awarded the Milwaukee County Sheriff's Office an Alcohol Enforcement 2011 grant program; and

WHEREAS, the grant period is from October 1, 2010 until September 30, 2011 and it is anticipated that there will be 96 deployments for a total of 2,240 enforcement hours; and

WHEREAS, payment is based on an average overtime/fringe hourly rate of $55.00 per hour and the grant requires a local match on salary expenses of 25% or $41,081 bringing the total project funding to $169,280 and Milwaukee County's Sheriff Office will use existing budgeted salary funds as match dollars; and

WHEREAS, Milwaukee County's Sheriff office will receive funding of $4,999 for equipment to perform a field Sobriety Test (FST); now, therefore,

BE IT RESOLVED, the Office of the Sheriff is hereby authorized to apply for and accept a State of Wisconsin Department of Transportation grant for an Alcohol Enforcement 2011 program in the amount of $128,199.

FISCAL NOTE

Grant funds total $128,199 with a 25% local match required on salary expenses which is $41,081 bringing the total project funding to $169,280. The Office of the Sheriff has existing budgeted salary funds to provide for the required match.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 1/4/11

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorization to apply for and accept State of Wisconsin Department of Transportation grant for an Alcohol Enforcement 2011 program in the amount of $128,199.

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

- ☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

- ☐ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☒ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	128,199	
	Revenue	128,199	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Sheriff is requesting to apply for and accept a State of Wisconsin Department of Transportation grant for an Alcohol Enforcement 2011 program in the amount of $128,199. Grant funds total $128,199 with a 25% local match required on salary expenses which is $41,081 bringing the total project funding to $169,280. The Office of the Sheriff has existing budgeted salary funds to provide for the required match.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

Authorized Signature

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Judiciary 7.

Referred
JAN 7 2011
County Board Chairman

County of Milwaukee

Office of the Sheriff

FILE NO. 11-45

David A. Clarke, Jr.
Sheriff

DATE: January 3, 2011

TO: Supervisor Michael Mayo, Sr., Acting Chairman, County Board of Supervisors

FROM: Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff

SUBJECT: Request to Accept State of Wisconsin Department of Transportation grant for a Multi-jurisdictional Alcohol Enforcement 2011 program in the amount of $161,060.

REQUEST

The Sheriff of Milwaukee County requests to accept grant funding of $161,060 from the State of Wisconsin Department of Transportation for a Multi-Jurisdictional Alcohol Enforcement 2011 program.

BACKGROUND

In Wisconsin during 2009, alcohol was listed as a contributing factor in 5.8% of all crashes. 41.4% of all vehicle crash fatalities in 2009 were alcohol-related, resulting in 223 deaths. Alcohol-impaired driving is associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include speeding and failure to wear safety belts.

The State of Wisconsin Department of Transportation has identified roadway segments patrolled by Milwaukee County as at risk. All alcohol and speed related crash data from the three previous years for every jurisdiction in Wisconsin was analyzed, including those involving property damage through all ranges of injuries to those that resulted in death. Using the data, the places in Wisconsin with the largest crash frequency due to excess alcohol use or speed was identified. Based upon this analysis, the State of Wisconsin Department of Transportation has awarded the Milwaukee Metropolitan area an Alcohol Enforcement 2001 grant program. This is a multi-jurisdiction grant with Milwaukee County's Sheriff Office

serving as the coordinating agency. Milwaukee County's Sheriff Office received a separate grant for its patrol functions.

The grant has the following objectives:

1. To adopt a zero tolerance policy for impaired driving during all motor vehicle stops.
2. To adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops.
3. Grantee will, on average, initiate a recorded traffic stop every 45 minutes.
4. Grantee will typically maintain an agency ratio of three citations to one written warning.
5. To make contacts with local media, community groups or other groups to increase public awareness of seatbelt related crash information and subsequent enforcement efforts.

The following agencies are participating in the grant:

West Allis PD	Bayside PD	Elm Grove PD
Greendale PD	City of Brookfield PD	Cudahy PD
Franklin PD	South Milwaukee PD	St. Francis PD
Town of Brookfield PD	Menomonee Falls PD	Wauwatosa PD
MC Sheriff's Office(coordinator)	Wisconsin State Patrol (not funded)	Milwaukee PD

The grant period is from October 1, 2010 until September 30, 2011. It is anticipated that there will be 36 deployments for a total of 2,688 enforcement hours. Payment is based on an average overtime/fringe hourly rate of $55.00 per hour. The grant requires a local match on salary expenses of 25% or $45,000 bringing the total project funding to $206,060. Participating patrol agencies will receive reimbursement of approximately $10,000. Milwaukee County's Sheriff office will receive $10,000 for grant administration. The grant also includes funding of $3,220 for the following equipment: 4 boxes of business cards, 10 highly visible traffic enforcement signs and 60 magnets. Additional funds have been awarded should an additional agency be added to the OWI task force. The Office of the Sheriff has received an independent grant, funding overtime for its alcohol enforcement program.

FISCAL NOTE

Grant funds total $161,060 with a 25% local match required which is $45,000 bringing the total project funding to $206,060. The Office of the Sheriff will receive $13,220 for equipment purchases and to offset costs of grant administration.

Inspector Richard R Schmidt

Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff

cc: Chairman, Finance and Audit Committee
Patricia Jursik, Chairman, Personnel Committee
Candice Richardson, DAS-Division of Human Resources
Jon Priebe, Public Safety Fiscal Administrator

File No.
(Journal, 2010)

(ITEM) From the Sheriff requesting to apply for and accept State of Wisconsin Department of Transportation grant for a Multi-jurisdictional Alcohol Enforcement 2011 program in the amount of $161,060:

A RESOLUTION

WHEREAS, the State of Wisconsin Department of Transportation has identified roadway segments patrolled by Milwaukee County as at risk of alcohol related crashes; and

WHEREAS, based upon this analysis, the State of Wisconsin Department of Transportation has awarded the Milwaukee Metropolitan area an Alcohol Enforcement 2001 grant program which is a multi-jurisdiction grant with Milwaukee County's Sheriff Office serving as the coordinating agency; and

WHEREAS, Milwaukee County's Sheriff Office received a separate grant for its patrol functions; and

WHEREAS, the following agencies are participating in the grant: West Allis PD, Greendale PD, Franklin PD, Town of Brookfield PD, Bayside PD, City of Brookfield PD, South Milwaukee PD, Menomonee Falls PD, Wisconsin State Patrol (not funded), Elm Grove PD, Cudahy PD, St. Francis PD, Wauwatosa PD, Milwaukee PD; and

WHEREAS, the grant period is from October 1, 2010 until September 30, 2011 and it is anticipated that there will be 36 deployments for a total of 2,688 enforcement hours; and

WHEREAS, payment is based on an average overtime/fringe hourly rate of $55.00 per hour and the grant requires a local match on salary expenses of 25% or $45,000 bringing the total project funding to $206,060, therefore, participating patrol agencies will receive reimbursement of approximately $10,000; and

WHEREAS, Milwaukee County's Sheriff office will receive $10,000 for grant administration and funding of $3,220 for the following equipment: 4 boxes of business cards, 10 highly visible traffic enforcement signs and 60 magnets; and

WHEREAS, additional funds have been awarded should an additional agency be added to the OWI task force; now, therefore,

BE IT RESOLVED, the Office of the Sheriff is hereby authorized to apply for and accept State of Wisconsin Department of Transportation grant for a Multi-jurisdictional Alcohol Enforcement 2011 program in the amount of $161,060.

FISCAL NOTE

Grant funds total $161,060 with a 25% local match required which is $45,000 bringing the total project funding to $206,060. The Office of the Sheriff will receive $13,220 for equipment purchases and to offset costs of grant administration.

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Sheriff is requesting to apply for and accept a State of Wisconsin Department of Transportation grant for a Multi-jurisdicitional Alcohol Enforcement 2011 program in the amount of $161,060. Grant funds total $161,060 with a 25% local match required which is $45,000 bringing the total project funding to $206,060. The Office of the Sheriff will receive $13,220 for equipment purchases and to offset costs of grant administration. The remaining funds will be passed through the Office of the Sheriff to other local law enforcment agencies.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

Authorized Signature

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 1/4/11

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Authorization to apply for and accept State of Wisconsin Department of Transportation grant for a Multi-jurisdictional Alcohol Enforcement 2011 program in the amount of $161,060.

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☒ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	13,220	
	Revenue	13,220	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

County of Milwaukee

Office of the Sheriff

David A. Clarke, Jr.
Sheriff

DATE: January 12, 2011

TO: Supervisor Michael Mayo, Sr., Acting Chairman, County Board of Supervisors

FROM: Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff

SUBJECT: Request to grant an amendment to existing easement with the City of Franklin dated February 26, 2001.

REQUEST

The Sheriff of Milwaukee County requests the authority to grant an amendment to an existing easement with the City of Franklin as it relates to the area surrounding the City of Franklin Water Tower, which is located on land owned by the Milwaukee County Correctional Facility South.

BACKGROUND

In September of 2000, County Board File No. 00-407 was approved which granted the City of Franklin an easement for land to site two water towers on land owned by Milwaukee County's Correctional Facility South. In 2010, the City of Franklin contacted staff at the CCFS to request to add a booster station to the allowed improvements clause contained in the present agreement and to slightly reconfigure the easement area. The addition of the booster station will increase the reliability of the utility's water system. The easement retains the same size of 1.99 acres but the shape is slightly changed to accommodate the construction of the booster station.

The City of Franklin submitted the easement documents to Milwaukee County's Office of Corporation Counsel for its review. Attached to this report is a copy of the easement agreement and maps showing the location of the water tower.

FISCAL NOTE

There is no fiscal effect to the change in the easement as requested by the City of Franklin.

Inspector Richard R Schmidt

Richard Schmidt, Inspector, Milwaukee County Office of the Sheriff

cc: Willie Johnson, Jr., Chairman, Judiciary, Safety and General Services Committee
Theodore Lipscomb, Vice Chair, Economic and Community Development Committee
Jon Priebe, Public Safety Fiscal Administrator

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 1/12/11

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: The Sheriff of Milwaukee County requests the authority to grant an amendment to an existing easement with the City of Franklin as it relates to the area surrounding the City of Franklin Water Tower, which is located on land owned by the Milwaukee County Correctional Facility South.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	
	Revenue	0	
	Net Cost	0	
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Sheriff of Milwaukee County is requesting the authority to grant an amendment to an existing easement with the City of Franklin as it relates to the area surrounding the City of Franklin Water Tower, which is located on land owned by the Milwaukee County Correctional Facility South. There is no fiscal effect from entering into this amendment.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

Authorized Signature

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

File No.
(Journal, 2011)

(ITEM) From the Sheriff requesting to grant an amendment to existing easement with the City of Franklin dated February 26, 2001:

A RESOLUTION

WHEREAS, the Sheriff of Milwaukee County requests to grant an amendment to an existing easement with the City of Franklin as it relates to the area surrounding the City of Franklin Water Tower, which is located on land owned by the Milwaukee County Correctional Facility South; and

WHEREAS, in September of 2000, County Board File No. 00-407 was approved which granted the City of Franklin an easement for land to site two water towers on land owned by Milwaukee County's Correctional Facility South(CCFS); and

WHEREAS, in 2010, the City of Franklin contacted staff at the CCFS to request to add a booster station to the allowed improvements clause contained in the present agreement and to slightly reconfigure the easement area; and

WHEREAS, the addition of the booster station will increase the reliability of the utility's water system and the easement retains the same size of 1.99 acres but the shape is slightly changed to accommodate the construction of the booster station; and

WHEREAS, the City of Franklin submitted the easement documents to Milwaukee County's Office of Corporation Counsel for its review; now, therefore,

BE IT RESOLVED, that the Office of the Sheriff is hereby authorized to enter into an amendment of its easement agreement with the City of Franklin over land located at the CCFS.

FISCAL NOTE

There is no fiscal effect to the change in the easement as requested by the City of Franklin.

Approved as to Form
Paul Z. Andrews 1-13-11
Corporation Counsel

Judiciary
~~PW~~ EC D

City of Franklin

Engineering Department

9229 West Loomis Road, Franklin, Wisconsin 53132-9728 (414) 425-7510 Fax: (414) 425-3106

December 3, 2010

Chairman Lee Holloway
Milwaukee County Board of Supervisors
Courthouse Room 201
901 N. 9th Street
Milwaukee, WI 53233

FILE NO. 10-470

SUBJECT: Franklin Water Utility Easement on House of Correction Land
At W. Puetz Road and S. 76th Street

Dear Chairman Holloway:

The City of Franklin Water Utility has found it necessary to construct a water booster (pump station) near the elevated water tower located on Milwaukee County House of Correction lands and herewith requests an amendment to the easement with Milwaukee County dated February 26, 2001 (copy enclosed).

The amendment to the easement would add the booster station to the allowed improvements contained in the present agreement and slightly reconfigure the easement area. Please note that the easement remains the same size, 1.99 acres, but the shape is slightly changed to accommodate the construction of the booster station.

The proposed revision to the agreement will allow the Franklin Water Utility to construct a second booster station which will increase the reliability of the Utility's water system. As per the existing easement agreement, Milwaukee County has the right to review and approve the building that would house the booster station.

I have worked with Shawn Sullivan of the House of Correction staff and he has recommended that prior to submitting the amendment to you, Milwaukee County Corporation Counsel would review the easement document. Attorney John Schapekahm with the Corporation Counsel has reviewed the easement and indicated it was in a form that could be submitted to the County Board.

It is my understanding that the amendment to the easement must clear the Committee on Judiciary, Safety and General Services prior to being presented to the County Board.

Would you please take the necessary action to route our request through the recommending committee to the County Board.

Should you have any questions, please feel free to contact me.

Yours Very Truly,

John M. Bennett, P.E.
City Engineer

JMB: pw/db

C: Board of Water Commissioners
Shawn Sullivan, House of Corrections
John Schapekahm, Corporation Counsel
Paul Cesarz, 9th District Supervisor

WATER TOWER EASEMENT AMENDMENT NO. 1

THIS WATER TOWER EASEMENT AMENDMENT NO. 1 is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, and Milwaukee County, a municipal corporation of the State of Wisconsin, as owner, effective the _____ day of ____, 2010.

WITNESSETH

WHEREAS, the City of Franklin was granted a WATER TOWER EASEMENT, recorded in the Office of the Register of Deeds for Milwaukee County on March 8, 2001, as Document No. 8033249, for the purpose of the installation of facilities to serve the City of Franklin municipal water system; and

WHEREAS, the City of Franklin municipal water system has experienced the need for the installation of a water booster station proximate to the water tower on and approximate to the existing property subject to the WATER TOWER EASEMENT, and as such, the City of Franklin and Milwaukee County have agreed to amend the WATER TOWER EASEMENT to specify the installation of this additional "Facilities" and to amend the "Easement Area" of property subject to the easement to allow for its installation and operation.

NOW, THEREFORE, in the public interest and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms and conditions set forth below:

1. The Facilities shall include a water booster station.

2. The Easement Area subject to the WATER TOWER EASEMENT is hereby amended to be that area described upon Exhibit A annexed hereto and incorporated herein.

3. All of the other terms and conditions of the WATER TOWER EASEMENT shall remain in full force and effect and shall apply to the water booster station and expanded Easement Area provided for by this WATER TOWER EASEMENT AMENDMENT NO. 1.

IN WITNESS WHEREOF, this WATER TOWER EASEMENT AMENDMENT NO. 1 has been executed as set forth below and effective as of the date first written above.

IN WITNESS WHEREOF, Milwaukee County has caused these presents to be signed by _____, County Executive, at Milwaukee, Wisconsin, this _____ day of _____, 2011

By:_____
, County Executive

STATE OF WISCONSIN
SS
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 2011, _____, County Executive of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the County Executive of said municipal corporation and acknowledge the same.

_____
Notary Public
State of Wisconsin
My Commission Expires: _____

IN WITNESS WHEREOF, Milwaukee County has caused these presents to be signed by Joseph J. Czarnezki, County Clerk, at Milwaukee, Wisconsin, this _____ day of _____, 2011

By:_____
Joseph J. Czarnezki, County Clerk

STATE OF WISCONSIN
SS
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 2011, Joseph J. Czarnezki, County Clerk of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the County Clerk of said municipal corporation and acknowledge the same.

_____
Notary Public
State of Wisconsin
My Commission Expires: _____

CITY OF FRANKLIN

By: _____
Thomas M. Taylor, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, A.D. 2011, before me personally appeared Thomas M. Taylor and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 2011.

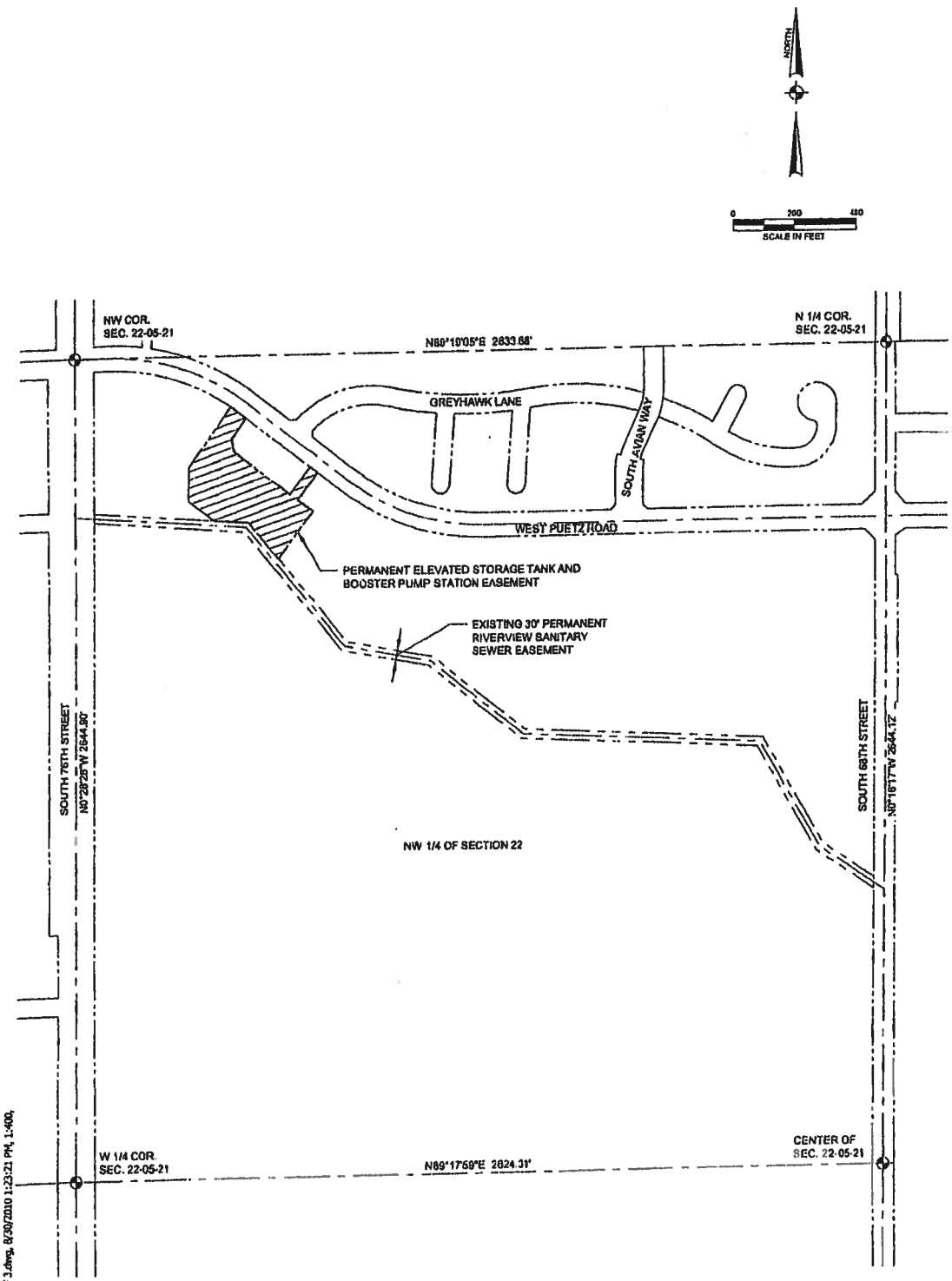
_____
Notary Public, Milwaukee County, Wisconsin

My commission expires _____

Description of Easement Area

Being a part of the Northwest 1/4 of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the Northwest corner of Section 22: thence N89°19'05"E, along the centerline of West Puetz Road, 114.83 feet; thence southeasterly along the said centerline, 439.82 feet, along the arc of a curve whose center lies to the south, whose radius is 721.78 feet, whose chord bears S73°14'06"E, 443.04 feet to a point; thence S35°05'11"W, 40.00 feet to a point on the southerly right-of-way line of West Puetz Road and the **POINT OF BEGINNING** of the lands to be described; thence continuing S35°05'11"W, 236.85 feet to a point; thence S0°29'41"E, 108.76 feet to a point; thence S53°02'26"E, 105.34 feet to a point on the existing northerly easement line of the Riverview Sanitary Sewer Easement; thence S86°13'11"E, 110.59 feet along said northerly easement line to a point; thence S39°59'57"E, 153.02 feet along said northerly easement line to a point; thence N35°05'11"E, 188.98 feet to a point; thence N53°02'26"W, 60.05 feet to a point; thence N35°05'11"E, 109.06 feet to a point on the southerly right-of-way line of West Puetz Road; thence N53°02'26"W, 30.00 feet along the said southerly right-of-way line to a point; thence S35°05'11"W, 109.06 feet to a point; thence N53°02'26"W, 230.12 feet to a point; thence N8°58'37"W, 43.14 feet to a point; thence N35°05'11"E, 79.04 feet to a point on the southerly right-of-way line of West Puetz Road; thence N53°02'26"W, 27.74 feet along the said southerly right-of-way line to a point; thence northwesterly along the said southerly right-of-way line 33.20 feet along the arc of a curve whose center lies to the southwest, whose radius is 681.78 feet, whose chord bears N54°26'34"W, 33.20 feet to the **POINT OF BEGINNING**. Containing 86,693.65 square feet, 1.99 acres.



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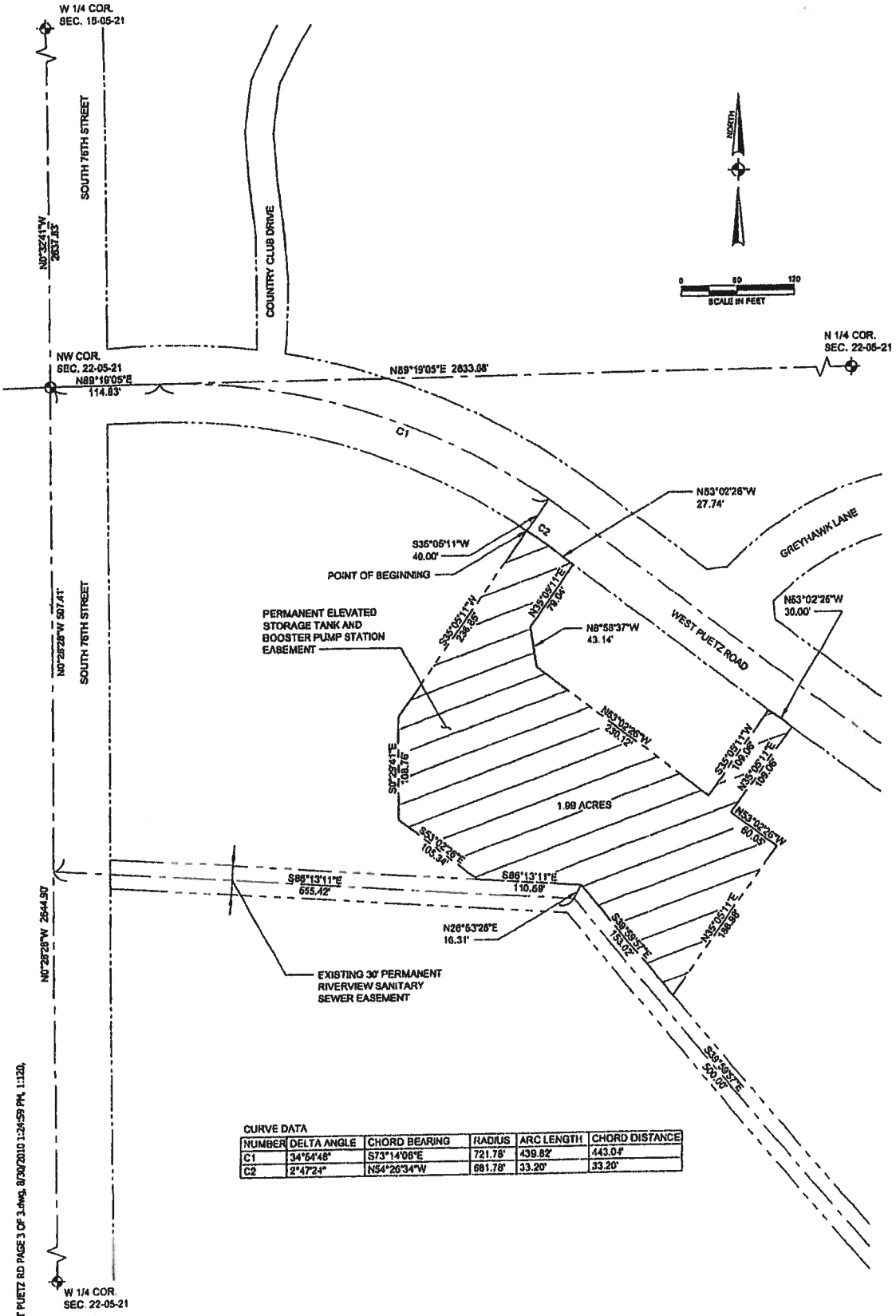
NW1/4, SECTION 22, T5N, R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

EXHIBIT A
PAGE 2 OF 3



CURVE DATA

NUMBER	DELTA ANGLE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD DISTANCE
C1	34°54'48"	S73°14'06"E	721.78'	439.82'	443.04'
C2	2°47'24"	N54°26'34"W	681.78'	33.20'	33.20'

NW1/4, SECTION 22, T5N, R21E
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

EXHIBIT A
PAGE 3 OF 3

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Water Tower Easement

Document Number | Document Title

8033249

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED AT 1:46 PM

03-08-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 36.00

Recording Area

Name and Return Address

CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WI 53132

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

215-32 (2/99)

WATER TOWER EASEMENT

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Milwaukee County, a municipal corporation of the State of Wisconsin, as owner, hereinafter called "County".

WITNESSETH

WHEREAS, County is the owner and holder of record title and fee simple to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in, upon and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable, the following facilities and appurtenances thereto; two water towers and associated appurtenances, access improvements and water main improvements, hereinafter collectively referred to the "Facilities," all, including additional temporary construction easement areas as are shown, with all appropriate specifications detailing limitations on the project which may not be exceeded, on the plan attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by the City, at the expense of the City and the Facilities shall remain the property of the City subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt on which is hereby acknowledged, County, being the sole owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement for the purposes set forth above in that part of the Northwest quarter (1/4) of Section Twenty-two (22), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area"), subject to the following terms and conditions:

1. The Facilities shall be installed, operated, maintained and kept in good order and condition by the City, at the sole cost and expense of the City. City shall at all times keep or cause to be kept in good maintenance and repair, including painting and the removal of graffiti, any improvements constructed on the property. Whenever, in the judgment of the County, such maintenance and repairs have not been made and it is necessary to effect the same, the County shall notify City in writing, setting forth the nature of the maintenance and repairs that are required. If the nature of the maintenance and repairs so set forth are of an emergency nature, the City shall immediately undertake to make such maintenance and repairs and complete the same in a time and manner satisfactory to the County. In non-emergency cases, the City shall, within thirty (30) days of receipt of

notice from the County take the remedial action required. If a condition arises which, in the judgment of the County constitutes an immediate and serious threat to the safety of the public and the City, having been notified, shall have failed or been unable to remedy the same within a time, which, in the judgment of the County is reasonable, then, and in that event, the County shall, without the consent of the City, have the right to enter in and upon the property and, at City's expense, make such maintenance and repair work as it deems necessary, and all expenses and costs of making such maintenance and repairs shall constitute charges due to the County by City which shall be due immediately upon demand.

2. That if surface or subsurface of the Easement Area is disturbed during any construction, reconstruction, enlargement or repair work occuring in the course of constructing, maintaining and/or operating the Facilities, so much of the surface or subsurface of the Easement Area as may be disturbed will, at the expense of the City, be restored to substantially the same condition as it was prior to such disturbance, excepting for the facilities installed, unless removed. In the event that the land is no longer used for the purposes intended by this easement agreement, then and in that event the water towers and associated appurtenances, access improvements and water main improvements must, at the request of County, at City's sole expense, demolish and remove the water towers and associated appurtenances, access improvements and water main improvements and restore the site to its original pre-easement condition or such other condition as the County and City may then agree.

3. The City shall pay, indemnify, and save harmless the County, its agents and employees, from all suits, actions, claims, demands, damages, losses, and other reasonable expenses and costs of every kind and description (except those proximately resulting from or growing out of acts of commission or omission, involving negligence or fault on the part of the County or its employees or agents) to which the County or its employees or agents, may be subjected by reason of injury (including death) to persons or damage to property resulting from or growing out of any act of commission or omission by the City, its agents, or employees or its contractors or subcontractors in connection with (1) any building, construction, reconstruction, installation, development or removal work, service or operation being undertaken or performed by or for the City in, on, or over the property, or (2) any use, occupancy or operation in, on or of the property, whether such suits, actions, claims, demands, damage, losses, expenses and costs be against, suffered or sustained by the County and/or its agents and employees.

4. That no structure may be placed within the limits of the Easement Area by the County except that improvements such as walks, pavements for driveways, parking lot surfacing and landscaping may be constructed or placed within the Easement Area provided such improvements do not interfere with the purposes of this Easement or the construction, use, operation, maintenance, repair, enlargement or relocation of the Facilities.

5. That no charges will be made by the City against the property for the cost of maintenance or operation of the Facilities in and on the property. Whenever the County makes application for a service connection associated with the services provided by virtue of the

Facility, the regular and customary service connection charge in effect at the time of the application shall be charged by the City and paid by the County.

6. The Facilities shall be accessible for the installation, operation, and maintenance by the City at all times. The County shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed. County reserves the right to the use and enjoyment of the land so long as County's activities do not interfere with the purposes of this easement. In any event, sufficient room shall be reserved by City to permit farmer access, ingress and egress between west field and east field on House of Correction property. A locked gate, satisfactory to County shall be installed at the road entrance providing access to the water towers and associated appurtenances, access improvements and water main improvements.

7. City shall not construct nor make any improvements in, on or upon the property and no alterations shall be made in, on, or upon the property, without written approval of the County, under penalty of forfeiture of this easement. Violation of this restriction and prohibition will, alternatively, at County's option, entitle County to injunctive relief and City hereby agrees to reimburse County for its actual reasonable legal fees, costs and disbursements incurred in obtaining such legal relief. Requests by City to construct on or develop, improve or alter the property shall be in writing and accompanied by detailed plans and specifications, prepared by a Professional Engineer or Architect registered in the State of Wisconsin, covering proposed development, improvement or alteration. Upon written approval by the County of such plans and specifications for any improvement or alteration, as to the height, location and exterior aesthetics of the two water towers and associated appurtenances, access improvements and water main improvements, construction, development, improvement or alteration by City shall be in accordance with such approved plans and specifications. Similarly, the County shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area to the City Engineer. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall make application, secure and pay for all permits, licenses or other authorizations required by authority of Federal, State or Local laws, ordinances, codes and other regulatory measures in connection with the conduct of the operation of water towers and associated appurtenances, access improvements and water main improvements and the City shall pay all fees, taxes and charges assessed under Federal, State and Local laws or ordinances insofar as they are applicable, including real estate taxes, if any.

8. Advertising limitation, Communication Equipment, revenue sharing: Advertising signs, displays, lighting, Communication Equipment (particularly, that connected with transmission and reception of wireless telephone, radio, data and other communication signals and for the construction, maintenance, repair or replacement of related facilities, antennas, or equipment and related activities incidental to the operation of these activities), control and directional lights or devices will be subject to approval of the County, and shall in all respects conform to Federal and State, and local requirements:

reserving to the County the right to restrict number, size, location and design. City and County shall share equally in any revenues derived from any advertising and/or telecommunication equipment affixed in any way to the water towers or tanks. County shall have the right to affix communication equipment to the water towers or tanks as needed. City hereby agrees that it will not levy or impose charges or fees upon County in connection with County's placement of any such communication equipment onto the water towers or tanks.

9. The City and County shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns. City will construct and maintain water towers and associated appurtenances, access improvements and water main improvements in such a way as not to interfere with the ability of the person or persons farming the surrounding area to have access, ingress and egress between the fields east and west of the site of the water towers and associated appurtenances.

10. The City and County each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action. In the event City does not respond to Milwaukee County's rightful demand for work, maintenance or repair, Milwaukee County will be entitled to self help for which it will be entitled to bill City, and for which charges City agrees to pay.

12. This easement may not be modified or amended, except by a writing executed and delivered by the City and County or their respective successors and assigns. The property shall be used exclusively for the purpose of building and constructing and/or operating, maintaining, repairing, enlarging, reconstructing, relocating and inspecting as may be or may become applicable, two water towers and associated appurtenances, access improvements and water main improvements, subject to the provisions herein relating to advertising and telecommunication equipment. Any contemplated change in the authorized use of the property is subject to prior approval by County. The City will not, in any manner subeasement, assign, transfer, convey or encumber any of the easement rights received herein from the County nor any of the improvements constructed within the property without written approval of the County. Violation by City of this restriction of the use it may put to this property will, at County's option, entitle County to injunctive relief and City hereby agrees to reimburse County for its actual reasonable legal fees, costs and disbursements incurred in obtaining such legal relief.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. It is agreed between the City and the County that in consideration for granting the easement as described in Exhibit "C", that the City will not levy a special assessment for the installation of water main in West Puetz Road against the County lands abutting that portion of West Puetz Road on the south side of West Puetz Road between South 68th Street and South 76th Street. The City will pay the amounts which would otherwise have been specially assessed to the County in consideration of this Easement.

17. It is also agreed between the City and the County that in consideration for granting the easements as described in Exhibit "C", that the City will grant a ten (10) year interest free deferment for the proposed levy of the special assessment for the installation of water main in West Puetz Road against the County land on the north side of West Puetz Road from South 76th Street to South 68th Street. Said deferment shall be on the principal and interest of the special assessment for water main assessed against the above described portion of West Puetz Road for a period of ten (10) years from adoption of the resolution levying the special assessment or until such time the County transfers or develops the abutting property, whichever is sooner. The City will pay the cost of such deferment in consideration of this Easement.

18. Environmental Remediation Costs.

a) County represents that it has no knowledge of any Hazardous Substances (as defined below) on the Property that is identified as hazardous, toxic or dangerous in any applicable Federal, State or local law or regulation. City and County shall not, either with or without negligence, cause or permit the escape, unlawful disposal, or re-easement beyond lawful limits of any Hazardous Materials as hereinafter defined. City and County shall not bring onto the Premises and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or if not sanctioned by the highest standards prevailing in the industry for the storage and use of such substances or materials. For the purposes of this paragraph, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances", "pollutants", "contaminants", "hazardous materials", "hazardous

waste", or "hazardous and toxic substances" as now and hereafter defined in any applicable federal, state or local law, regulation, ordinances or directive, including, but not limited to the Resource Conservation and Recovery Act of 1976 (42USC Sec 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, amended by SARA, 42 USC Sec. 9601), et. seq.; the Hazardous Materials Transportation act, 49 USC Sec. 1801 et. seq.; the Toxic control substance Act, 15USC Sec. 2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 USC Sec. 9601, et. seq.; the Clean Water Act, 33 USC Sec. 1251 et. seq.; the Clean Air Act, 42 USC Sec 7412, et. seq.; as any such act may be amended, modified, or supplemental; (ii) those substances listed or otherwise identified in the regulations adopted and publication issued, as may be amended, modified or supplemented, pursuant to any of the above referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substances or materials containing asbestos; (iv) any substances, the presence of which on the Premises or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

b) If a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any re-easement of Hazardous Materials by City, then the reasonable costs thereof attributable shall be reimbursed by City to County upon demand to the extent such testing is attributable to City if such requirement applies to City's use of the Premises or Property. If testing conducted by County pursuant to this subparagraph identifies the presence of any re-easement of Hazardous Materials by City, City shall have the right and opportunity to perform, at City's costs, a retest to confirm or refute the results of County's testing. City shall execute affidavits, representations and the like from time to time at County's reasonable request concerning City's best knowledge and belief regarding the presence of Hazardous Materials on the Premises or Property.

c) City Indemnification of County. City shall indemnify and hold harmless County, it's officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorney's fees and court costs), fines, injuries, penalties, response costs (including costs of any required or necessary investigation, testing, monitoring, repair cleanup, detoxification, preparation of any closure or other required plans or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer of the Premise or Property or any portion thereof, relating to the generation, presence, management, disposal, re-easement (or threatened re-easement), escape,

seepage, leakage or cleanup or any Hazardous Materials at or from or under all or a portion of the Premises or Property to the extent which City, its agents, contractors or invitees are responsible, or (ii) the migration of Hazardous Materials to the extent caused by City from the Premises or Property to any other property or onto the Premises or Property; or (iii) the treatment, disposal or storage of Hazardous Materials from the Premises or Property by City, its agents, contractors or invitees, or (iv) the incorporation by City of any Hazardous Materials on the Premises.

d) County Indemnification of City. County shall agree to indemnify, defend and hold City and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) or loss including attorney's fees, consultants fees and expert fees which arise during or after the term of this Easement from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous materials, unless the Hazardous Materials are present as a result of the negligence or willful misconduct of City, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph (c) shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local government agency or political subdivision because of the presence of Hazardous Material in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of City, it's officers, employees or agents. Without limiting the generality of any of the foregoing the indemnification provided by paragraph (c) shall also specifically cover costs incurred in connection with

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Easement commenced;
2. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the commencement of this easement, except to the extent caused by City; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping, or spilling, (accidental or otherwise) on to the Property, prior to or during the easement by any persons, corporation, partnership or entity other then City.19. All of the terms and conditions of this Water Tower Easement shall be binding upon the City and County and their respective successors and assigns.

19. All of the terms and conditions of this Water Tower Easement shall be binding upon the City and County and their respective successors and assigns.

20. If City does not substantially commence construction of a water tower and associated appurtenances, access improvements and water main improvements by January 31, 2002, or complete construction by January 31, 2004, this easement will terminate and City will, at

County's option, either (i) turn any partially completed water tower and associated appurtenances, access improvements and water main improvements over to the County; or (ii) at City's sole expense, demolish and remove the partially completed water tower and associated appurtenances, access improvements and water main improvements and restore the site to its original condition or such other conditions as the County and City may then agree. If in the future City commences construction of a second water tower and associated appurtenances, access improvements and water main improvements but does not complete construction thereof within two years thereafter, then and in that event, City will, at County's option, either (i) turn any partially completed second water tower and associated appurtenances, access improvements and water main improvements over to the County; or (ii) at City's sole expense, demolish and remove the partially completed second water tower and associated appurtenances, access improvements and water main improvements and restore the site to the condition the site was in prior to commencement of construction on the second water tank, or such other condition or conditions as the County and City may then agree.

IN WITNESS WHEREOF, Milwaukee County has caused these presents to be signed by F. Thomas Ament, County Executive, at Milwaukee, Wisconsin, this 26th day of February, 2001.

BY: F. Thomas Ament
F. Thomas Ament, County Executive

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 26th day of February, 2001, F. Thomas Ament, County Executive of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the County Executive of said municipal corporation and acknowledge the same.

Notary Public
State of Wisconsin
My Commission Expires: 11-9-03

APPROVED AS TO FORM
CORPORATION COUNSEL 2/23/01

CRAIG C. DILLMANN NOTARY PUBLIC STATE OF WISCONSIN

IN WITNESS WHEREOF, Milwaukee County has caused these presents to be signed by Mark Ryan, County Clerk, at Milwaukee, Wisconsin, this 26th day of February, 2000.

BY: Mark Ryan
Mark Ryan, County Clerk

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

Personally came before me this 26th day of February, 2000, Mark Ryan, County Clerk of the above named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the County Clerk of said municipal corporation and acknowledge the same.

Lori J. Mueller
Notary Public
State of Wisconsin
My Commission Expires: 10-19-03

LORI J. MUELLER NOTARY PUBLIC STATE OF WISCONSIN

CITY OF FRANKLIN

By: Frederick F. Klimetz
Frederick F. Klimetz

By: Sandra L. Claus
Sandra L. Claus, City Clerk

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

On this 5th day of January A.D. 2000, before me personally appeared Frederick F. Klimetz and Sandra L. Claus, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. 2000-5129 adopted by its Common Council on 12/19, 2000.

Jodi J. VandenBoom
NOTARY PUBLIC, Milwaukee County, Wisconsin
My commission expires 9-19-04

NOTARY PUBLIC JODI J. VANDENBOOM STATE OF WISCONSIN

forms/easement/watertower1

REVISED DATE: 2-12-01

EXHIBIT A
DESCRIPTION OF THE PROPERTY
(TAX KEY NO. 850-0999-001)

All of the NW 1/4 of Section 22, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting the South 198.00 feet of North 1265.00 feet of East 220.00 feet of said quarter section and excepting West 60.00 feet for street right of way. Containing 153.791 acres.

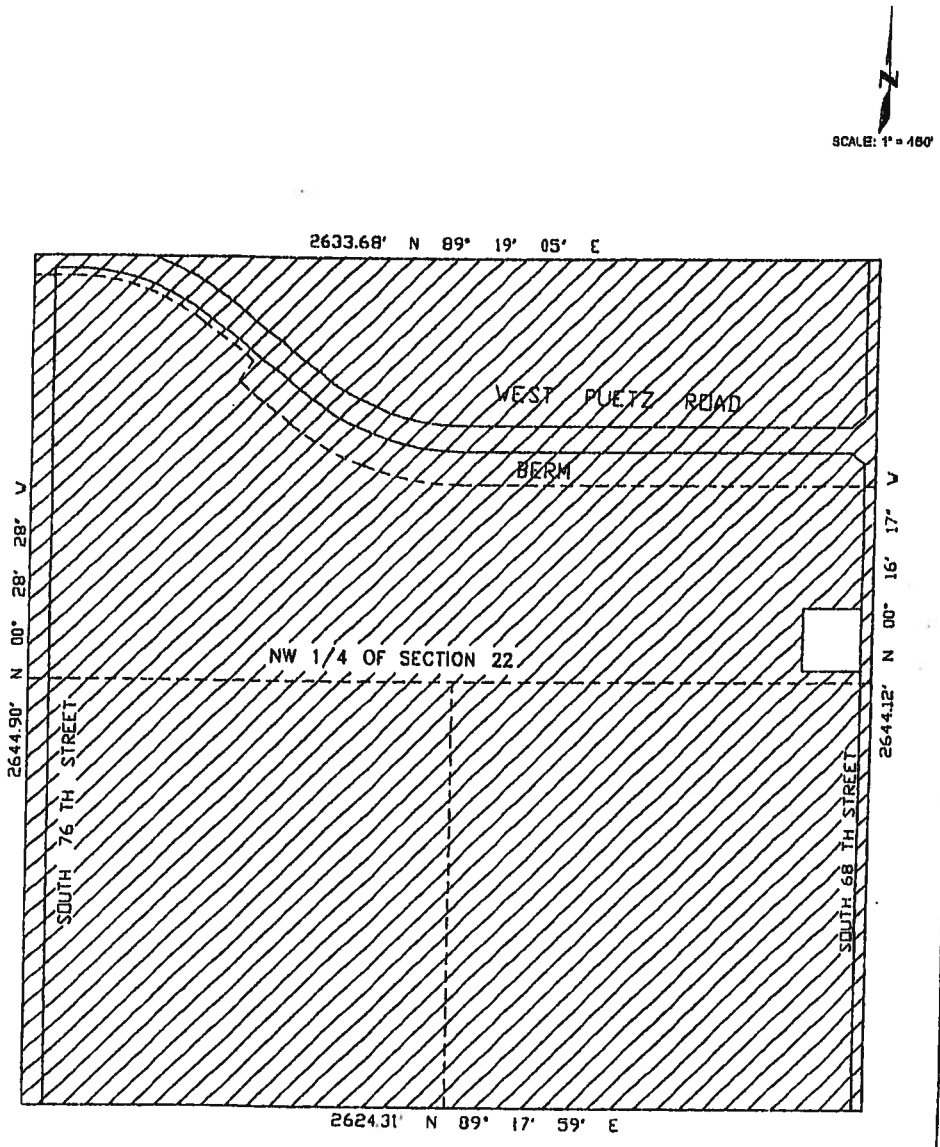
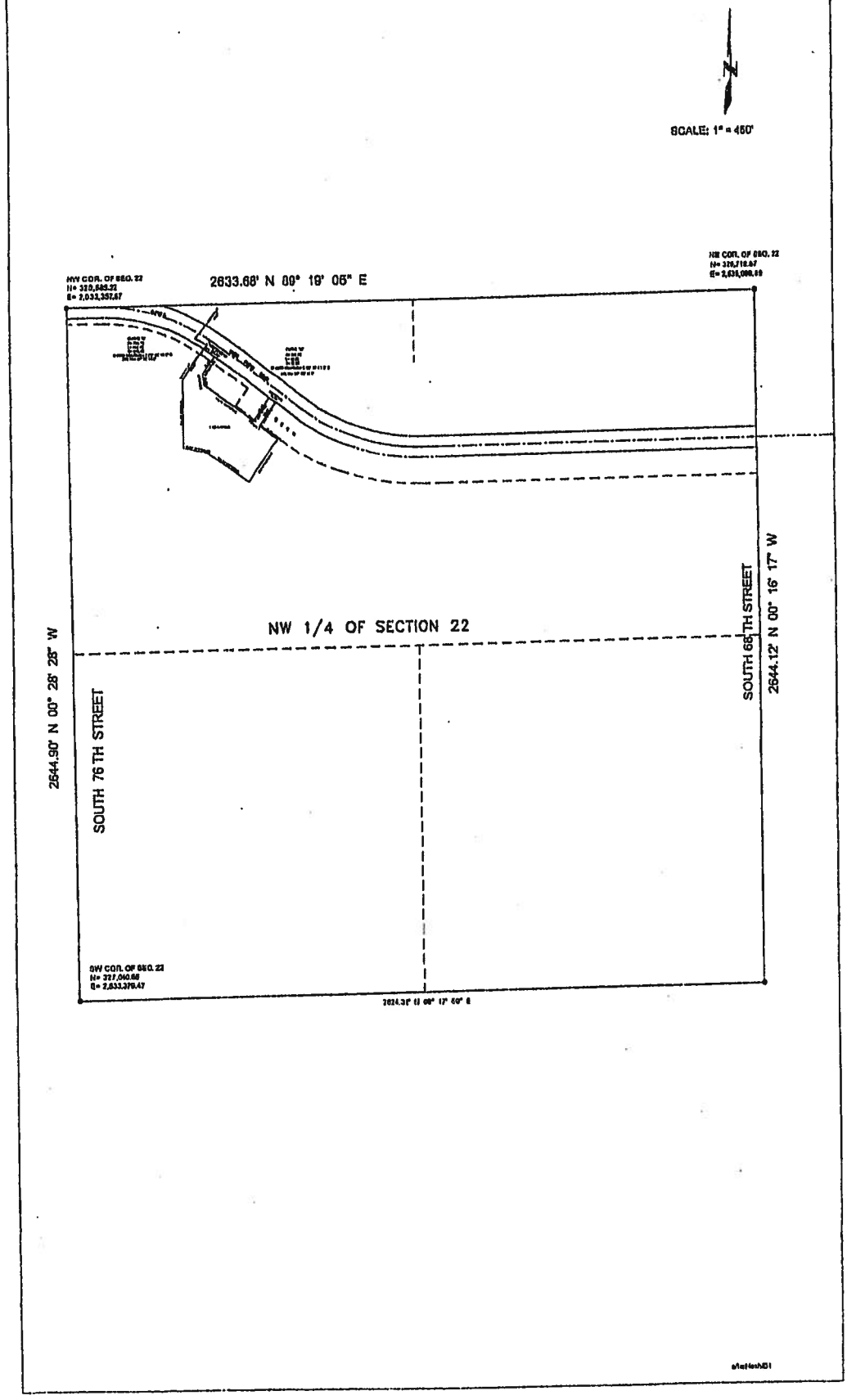


EXHIBIT B
DEPECTION OF THE FACILITIES

1 of 2



REVISED DATE: 2-12-01

EXHIBIT B
DEPECTION OF THE FACILITIES

2 of 2

SCALE: 1" = 150'

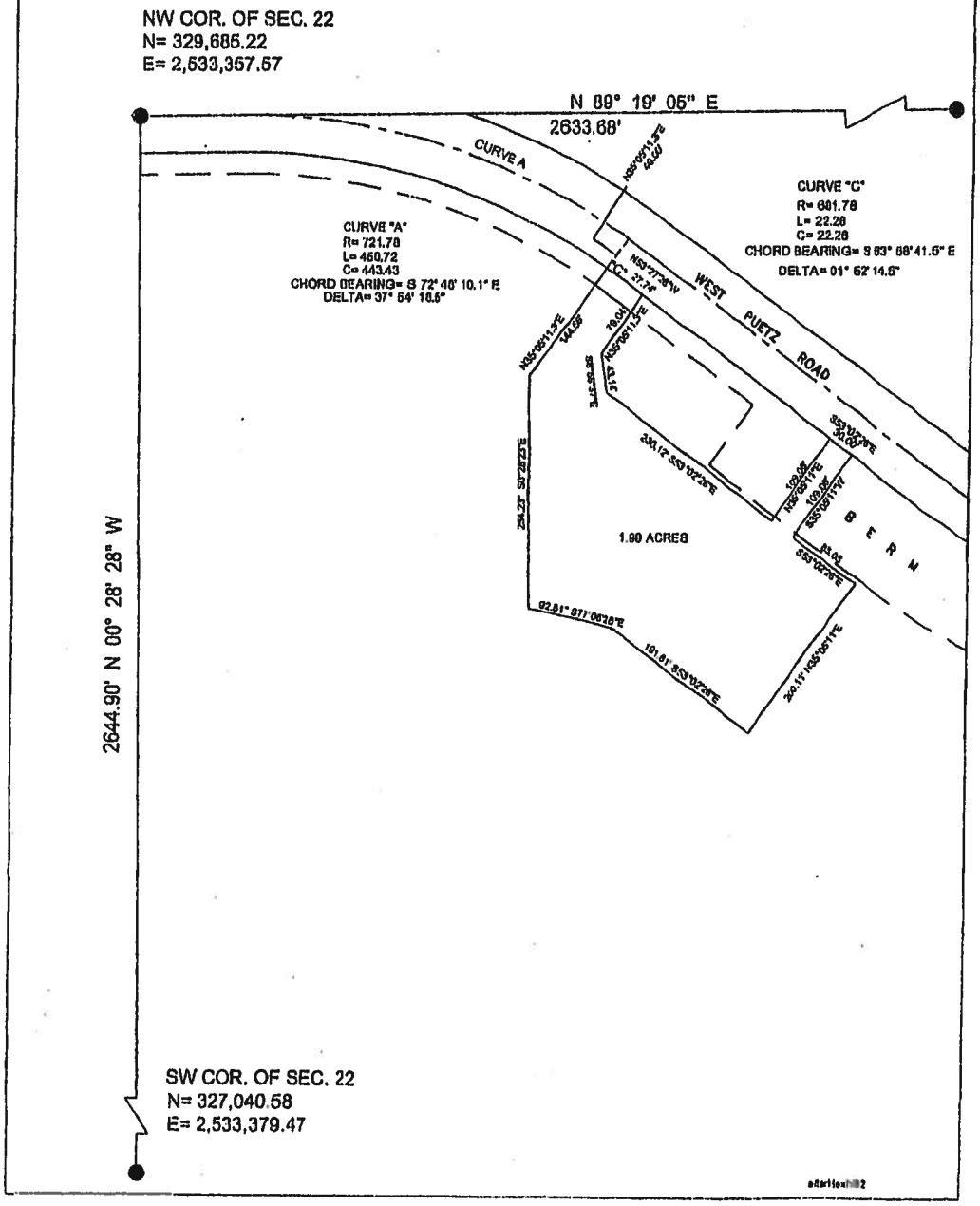


EXHIBIT C

(Description of Easement Area)

Being a part of the NW ¼ of Section 22, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the Northwest corner of the Northwest ¼ of Section 22; thence N 89° 19′ 05″ E, along centerline of West Puetz Road, 114.83 feet; thence southeasterly along the said centerline, 450.72 feet, along the arc of a curve whose center lies to the south, whose radius is 721.78 feet, whose chord bears S 72° 48′ 10.1″ E, 443.43 feet to a point; thence S 35° 05′ 11.3″ W, 40.00 feet to a point of beginning of the lands to be described; thence continuing S 35° 05′ 11.3″ W, 144.56 feet to a point; thence S 00° 28′ 23″ E, 254.23 feet to a point; thence S 77° 06′ 26″ E, 92.51 feet to a point; thence S 53° 02′ 26″ E, 191.61 feet to a point; thence N 35° 05′ 11″ E, 200.11 feet to a point; thence N 53° 02′ 26″ W, 85.05 feet to a point; thence N 35° 05′ 11″ E, 109.06 feet to a point; thence N 53° 02′ 26″ W, 30.00 feet to a point; thence S 35° 05′ 11″ W, 109.06 feet to a point; thence N 53° 02′ 26″ W, 230.12 feet to a point; thence N 08° 58′ 37″ W, 43.14 feet to a point; thence N 35° 05′ 11.3″ E, 79.04 feet to a point; thence N 53° 27′ 28″ W, 27.74 feet to a point; thence northwesterly 450.72 feet along the arc of a curve whose center lies to the southwest, whose radius is 681.78 feet, whose chord bears N 53° 58′ 41.5″ W, 22.26 feet to the point of beginning. Containing 86486.35 square feet, 1.99 acres.

APPROVED
FOR
DESCRIPTION
KDS 2/21/01
COUNTY D. P. W.

RECEIVED
2010 DEC -9 PM 3:29
COUNTY BOARD
CHAIRMAN

9.

Date : January 4, 2011

To : Supervisor Willie Johnson Jr., Chair, Judiciary Committee
Supervisor Peggy West, Chair, Health and Human Needs Committee

From : Laurie Panella, Interim Chief Information Officer, IMSD

Subject: Informational Report: Capital Project WO444 – Electronic Medical Records System

BACKGROUND
The 2010 Budget included an appropriation for capital improvement project WO444 Electronic Medical Records System to replace the current system in place at the Office of the Sheriff (MCSO) and to implement a new Electronic Medical Records (EMR) System for the Behavioral Health Division (BHD).

This report is intended to provide an informational update on the progress of the EMR project and the anticipated phases to complete the project.

ANTICIPATED PROJECT PHASES
The EMR project is broken down into the following four (4) phases:
Phase 1 - Planning and Design
Phase 2 - RFP Process and Vendor Selection
Phase 3 - Implementation
Phase 4 - Closeout and Audit

CURRENT PROJECT STATUS
The EMR project began in August of 2010 with the selection of the Joxel Group, LLC, (TJG) for project management services. Approval was granted by the Finance and Audit Committee to execute a contract for Phase 1 (Planning and Design) with the option of amending the contract to include subsequent phases.

Phase 1 (Planning and Design)
Phase 1 – Planning and Design for the EMR project has been completed at this time. Phase 1 included extensive interviews with BHD and MCSO resources and staff across functional areas of both departments. The interviews for both the departments included management, Medical Directors, Nursing Supervisors and staff, Social Workers, and resources from functional areas such as intake, outpatient, crisis services acute services, long-term care, day treatment, dietary, pharmacy, lab, radiology, rehab, medical records, quality improvement, IT, and Fiscal. The interviews resulted in a list of business and technical requirements, identification of the critical success factors for the project, and the documentation of business processes for both BHD and MCSO that are relevant to an EMR solution. The requirements and process flows were then validated with various stakeholders at BHD and MCSO to ensure that a comprehensive and accurate list of requirements was detailed for the creation of the Request for Proposal (RFP). Meetings were also scheduled with Accenture, the current IT/data processing contractor for BHD, to ensure that the system requirements were integrated into the RFP for seamless integration of BHD operations from an

ongoing standpoint. In December 2011, BHD signed a 2-month contract extension with Accenture (January 1, 2011 – February 28, 2011). BHD is currently working with Corporation Counsel and Cambridge Advisory Group to negotiate a future contract extension with Accenture for 2011. If an extension is granted, enhanced language will be included to further ensure smooth transition of data and prioritize work services for the implementation of an EMR system.

Phase 2 (RFP and Vendor Selection)
Phase 2 is currently in process and will incorporate the specifications gathered during the Planning and Design phase and will ultimately result in an RFP to consider potential EMR solutions.

Upon receiving responses to the RFP, a panel will be convened consisting of representatives from MCSO, BHD, Information Management Services Division, and TJG to review responses, conduct vendor interviews, vendor selection, and negotiate a contract for the EMR solution. The final product of Phase 2 will be contract consideration and approval by the County Board of Supervisors for the implementation of the proposed EMR system(s).

As Phase 2 of this capital improvement project continues for EMR selection, it is anticipated the outcome of this phase will govern and significantly impact the remaining phases and project milestones for successful completion. As we progress from Phase 2 to subsequent phases, we will provide informational updates to this Committee to keep your appraised on our progress.

RECOMMENDATION
The Interim Chief Information Officer respectfully requests this report to be received and placed on file.

Laurie Panella, IMSD
Interim Chief Information Officer

cc: County Executive Lee Holloway
Chairman Michael Mayo Sr., County Board of Supervisors
Terrance Cooley, Chief of Staff, County Executive Office
Lynne DeBruin, Vice Chair, Judiciary Committee
Marina Dimitrijevic, Vice Chair, Health and Human Services
Sheriff David Clark
Renee Booker, Director, Department of Administrative Services
Geri Lyday, Director, Health and Human Services
Linda Durham, Judiciary Committee Clerk

Rick Ceschin, Judiciary Research Analyst
Jodi Mapp, Health and Human Services Committee Clerk
Jennifer Collins, Health and Human Services Research Analyst
Alexandra Kotze, Fiscal and Management Analyst, Behavioral Health Department
Allison Rozek, Fiscal and Management Analyst, Department of Administrative Services
Sushil Pillai, The Joxel Group

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : January 5, 2011

TO : Michael Mayo Sr., Chairman, County Board of Supervisors

FROM : Lisa Marks, Director, Department of Child Support Enforcement

SUBJECT : Authority to Pay Contract for Joxel Group LLC.

Policy

Section 56.30(9), of the Milwaukee County Ordinances, states that no work shall be performed by any professional service contractor until a written contract has been executed and signed by all appropriate officials.

Background
Joxel Group LLC, was contacted to provide designing and coordinating services needed to create a DVD for Milwaukee County Child Support payers incarcerated in the Wisconsin Prison System. DVDs will be distributed to facilities throughout Wisconsin to provide information to inmates with a Milwaukee County Child Support case. Verbal approval was received by all officials, but due to scheduling conflicts, signatures were not obtained before work began.

The video contains clips of incarcerated child support payers who have successfully managed their case in conjunction with the Milwaukee County Department of Child Support. Coordinating filming of those individuals was dependent on the scheduling of the Warden of their current facility. These clips are a key ingredient for an effective product.

Recommendation
The Department recommends that 56.30 (9) be waived and payment approved for the services performed by Joxel Group LLC.

Fiscal Note
Sufficient funds are available and were included in the 2010 budget for the $49,825 payment to Joxel Group LLC.

Lisa Marks
Director

cc: Lee Holloway, County Executive
Supervisor Willie Johnson Jr., Chairman, Judiciary Committee
Terrence Cooley, Chief of Staff
Renee Booker, Director, Department of Administrative Services
Rick Ceschin, Analyst, County Board
Linda Durham, Committee Clerk, County Board

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 1/11/2011

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Payment of Professional Service Contracts

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		0
	Revenue		
	Net Cost		0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

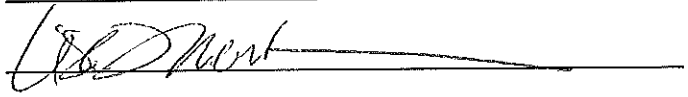
A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The County Board is being requested to authorize, by resolution, the payment of an invoice for a professional service contract for Joxel Group LLC. In accordance with 56.30(9), the invoices are not being paid because contract work was performed prior to the contract being signed by all parties approved. The ordinance does allow for payment, if the board authorizes payment by resolution.

B. Approval of this resolution will authorize the department to pay for the contract work of $49,825 from 2010 available funds. This is a one-time cost for payment of the contract work.

C. There is no budgetary impact associated with this contract.

Department/Prepared By Lisa Jo Marks, Director

Authorized Signature 

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

File No. -
(Journal, 2011)

A RESOLUTION

WHEREAS, Section 56.30(9) of the Milwaukee County Ordinances provides that no vendor shall begin work until all officials sign the executed contract; and

WHEREAS, the Department of Administrative Services is not permitted by Ordinance to exempt departments from Section 56.30(9) but is able to make payments following authorization of the Milwaukee County Board of Supervisors; and

WHEREAS, the Department of Child Support Enforcement needed to complete production of a bi-lingual - Spanish information DVD for Milwaukee County Child Support Payers incarcerated in the Wisconsin Prison System; and

WHEREAS, scheduling conflicts created a necessity to perform work; and

WHEREAS, work was performed by Joxel Group, LLC, prior to all officials signing the executed contract; and

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize Child Support Enforcement and the Department of Administrative Service to pay invoice submitted by Joxel Group, LLC.

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: January 11, 2011

TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors

FROM: Robert E. Andrews, Deputy Corporation Counsel

SUBJECT: Claim filed by: Anna Cintron
3332 W. Hayes Avenue
Milwaukee, WI
Date Claim Filed: September 28, 2010

On. September 17, 2010 Milwaukee County Sheriff's Deputy Michael Frueck had pulled into the drive-thru lane of the Wong's Wok located at 3702 S. 27th Street in the City of Milwaukee. A semi-trailer truck making a delivery to the restaurant blocked the drive-thru lane. In order to get around the truck it was necessary for Deputy Frueck to back up out of the drive-thru lane. Unfortunately, in doing so he failed to note the presence of another vehicle which he struck.

The second vehicle was a 2009 Toyota Camry owned and operated by Anna Cintron. An investigation by the Sheriff's Department determined that Deputy Frueck was at fault due to his failure to comply with departmental policy which required him to complete a 360-degree walk around or to observe that he had proper backing room prior to making the backing maneuver. Ms. Cintron submitted estimates to repair the damage from a low $2,200 to high of $3,600. The County's insurer retained the services of an independent appraiser who was able to obtain an estimate of $2,575.29 which was agreeable to both the claimant and the County's insurance company. Corporation Counsel is in support of this resolution.

Please refer this matter to the Judiciary Committee to be placed on the agenda for its next meeting where upon Corporation Counsel will appear to recommend the settlement of $2,575.29 on this claim. Thank you.

REA/rf
cc: Linda Durham
Jennifer Mueller
Barb Pariseau

OFFICE OF CORPORATION COUNSEL

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MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: January 11, 2011

TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors

FROM: Robert E. Andrews, Deputy Corporation Counsel

SUBJECT: Claim filed by: Christopher Fendos
3738 S. Massachusetts Avenue
Milwaukee, WI
Date Claim Filed: October 27, 2010

On October 13, 2010 Milwaukee County Zoo employee Dave Smith was backing up a fleet vehicle in the vicinity of the Aquarium and Reptile Center at the County Zoo when he struck a legally parked 1999 Saturn. The Saturn is owned by Christopher Fendos who is also a county employee at the zoo. Mr. Smith indicated that the parked vehicle was in his blind spot as he was backing the county vehicle. Our investigator has reviewed the reports and discussed the incident with those involved. His finding is that the county is fully liable for the damages resulting from the accident. The estimates to repair the accident related damage were in a range great enough to require the services of an outside appraiser. The parties were then able to negotiate a resolution of this matter with a payment of an amount not to exceed $1,774.07.

Corporation Counsel agrees with the recommendation of our insurer to pay Christopher Fendos an amount not to exceed $1,774.07 to settle all claims arising out of the October 13, 2010 incident at the Milwaukee County Zoo.

Please refer this matter to the Judiciary Committee to be placed on the agenda for its next meeting. Thank you.

_____

REA/rf
cc: Linda Durham
Jennifer Mueller
Barb Pariseau

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MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: January 11, 2011

TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors

FROM: Robert E. Andrews, Deputy Corporation Counsel

SUBJECT: Claim filed by: James Vernon
7313 Edgemount Avenue
Greendale, WI
Date Claim Filed: September 28, 2010

On October 12, 2010 Milwaukee County employees from the Highway Department were painting a white stripe on South 76th Street for the purpose of determining traffic lanes. It is the practice of the department to travel in a minimum of a two-vehicle convoy while painting lane stripes. The shadow vehicle is to position itself far enough from the painting vehicle so that the stripping has an opportunity to cure prior to allowing the passage of motor vehicles.

In this situation the shadow vehicle was too close to the county truck which resulted in a lane marking that was damp when trailing traffic drove across it. There were no warnings to traffic that the lines were freshly painted. As a result a 2009 Edge owned and operated by James Vernon was splattered with paint kicked up by a vehicle Mr. Vernon was behind. Mr. Vernon submitted an invoice in the amount of $820.51 for the cost to remove the paint from his vehicle.

Our insurer has agreed that the amount sought by Mr. Vernon is fair and reasonable. Corporation Counsel supports the recommendation of our insurer to pay James Vernon $820.51 in full settlement of his claim.

Please refer this matter to the Judiciary Committee to be placed on the agenda for its next meeting. Thank you.

_____

REA/rf
cc: Linda Durham
Jennifer Mueller
Barb Pariseau

COUNTY OF MILWAUKEE
Interoffice Memorandum

DATE: January 18, 2011

TO: Supervisor Willie Johnson, Jr., Chairman, Committee on Judiciary, Safety and General Services

FROM: Rick Ceschin, Research Analyst

SUBJECT: Committee Referral of File No. 10-396 – relating to access by the County Auditor to privileged information.

Issue
At the November 4, 2010 special meeting of the Committee on Judiciary, Safety and General Services, the Committee recommended approval of the subject file and further requested County Board staff to consult with the Department of Audit and the Office of Corporation Counsel to provide recommendations relative to allowing the County Auditor privileged and confidential access to all records of County government. File no. 10-396 was subsequently adopted by the County Board at its meeting on the same date.

Discussion
Board staff conferred with the Office of Corporation Counsel and the Director of Audits as directed. Corporation Counsel and the Director of Audits both noted that s. 57.04 of the Milwaukee County Code of General Ordinances (MCGO) currently provides access authority for the Director of Audits:

> *The documents, books and records of each county office, department, board or commission, or any agency receiving a grant of county funds, or any agency receiving a grant of federal or state funds through the county and for which the county is accountable shall be available to the director of audits at any and all times with or without notice. Every county unit and grantee is to cooperate with the director of audits and comply with all requests for information relating to this function.*

Additionally, s. 1.11 MCGO, as currently constructed, could reasonably be interpreted as providing the Judiciary Committee with authority with regard to "[l]egal questions pertaining to suits or claims against the county." Corporation Counsel suggests this provision gives "general superintending authority" over litigation matters, including decisions regarding access to information that may be protected as privileged under attorney-client or attorney-work product rules.

However, beyond the existing ordinance language, policy makers may wish to add clarifying language to remove any ambiguities with regard to the intent of the ordinance. The proposed ordinance revisions, attached here, are aimed at solidifying the integral role the Department of Audit plays in Milwaukee County government and empowering the County Board to bring audit resources to bear in the County's interests.

Recommendation
Corporation Counsel makes a compelling argument that revisions to County ordinances are not necessary as sufficient authority exists under s. 1.11 and 57.04 to allow review of and access to records as needed by the Committee. However, Board staff and Audit agree that adoption of the attached ordinance revisions, while not specifically adding additional oversight and access, would certainly help to remove any ambiguity with regard to the intent of the those sections of the code.

Cc: Judiciary Committee members
County Board Chairman
Corporation Counsel
Director of Audits

Journal,
File No. 10-

AN ORDINANCE

Amending Chapter 1 and Chapter 57 of the Milwaukee County Code of General Ordinances.

The County Board of Supervisors of the County of Milwaukee does ordain as follows:

SECTION 1. Section 1.11 (c)(4) of the General Ordinances of Milwaukee County is amended as follows:

1.11 Standing committees

(c) The duties of such committees shall be to have charge of the several matters hereinafter designated but such enumeration shall not be exclusive:

(4) Committee on judiciary, safety and general services

1. Departmental policy of: county funded state court services, family court commissioner, jury commission, register in probate, election commission, county clerk, register of deeds, sheriff, medical examiner, legal resource center, district attorney, house of correction, department of child support enforcement, corporation counsel, emergency government.
2. Review of all matters ~~Legal questions~~ pertaining to suits or claims by or against the county. The Committee shall be afforded confidential access to privileged attorney-client communication and to attorney work product in any matter where Milwaukee County or a Milwaukee County officer or employee is named as a party in an action or proceeding arising from the commission of official duties.
3. Claims for workers compensation.
4. Personal injuries.
5. Property damage.
6. Applications for licenses requiring action by the county board.
7. Purchase of surety bonds.
8. Action required by state statute.

SECTION 2. Section 57.04 of the General Ordinances of Milwaukee County is amended as follows:

57.04. Availability of records to director of audits.

The documents, books and records of each county office, department, board or commission, or any agency receiving a grant of county funds, or any agency receiving a grant of federal or state funds through the county and for which the county is accountable shall be available to the director of audits at any and all times with or without notice. If so directed by the Judiciary, Safety and General Services Committee or the County Board Chairman, the Director of Audits shall have unimpeded access to any information considered protected under attorney-client privilege or the attorney work-product rule that arises from a claim, action or proceeding where Milwaukee County or a Milwaukee County officer or employee is a party. Every county unit and grantee is to cooperate with the director of audits and comply with all requests for information relating to this function.

SECTION 3. The provisions of these Ordinances shall become effective upon passage and publication.

Judiciary.referral report.10-396.auditor access.ORDINANCE.doc