

BOARD OF SUPERVISORS

Brown County



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PLAN, DEV. & TRANS. COMMITTEE
Supervisor Landwehr, Supervisor Dantine,
Supervisor Friberg, Supervisor Fuller, Supervisor Suennen

PLANNING, DEVELOPMENT & TRANSPORTATION
COMMITTEE

TUESDAY, JULY 26, 2022
Approx. 5:45 PM – To follow Land Con
Room 200, Northern Building
305 E. Walnut Street

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON
ANY ITEMS LISTED ON THE AGENDA**

- I. Call Meeting to Order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of June 28, 2022.

Comments from the Public on Non-Agenda Items

1. Review Minutes of:
 - a. Brown County Land Division and Subdivision Ordinance Technical Advisory Committee Meeting of May 5 and June 2, 2022.
 - b. Energy Subcommittee of May 12, 2022.

Communications

2. Communication from Supervisor Deneys re: To direct County Administration to come up with options to secure the Brown County Courthouse. Request various options from temporary solutions to options including stand-alone facilities, removal of the downtown jail with new facilities in that area that would include several variations including just a secure entrance to additional courtrooms, additional County office space, etc. *Referred from July County Board.*

Extension

3. Director's Report.

Airport

4. Budget Status Financial Report for May 2022 – Unaudited.
5. Director's Report.

Facility Department

6. Recommendation and Approval for Museum Steam Boiler Replacement – Project #2517.
7. Director's Report.

Highway Department

8. Commissioner's Report.

8a. Resolution Approving of Dual Language Signage in Brown County.

Planning & Land Services

9. Planning, Property Listing & Zoning Budget Status Financial Reports for May 2022 – Unaudited.
10. Director’s Report.

Port & Resource Recovery

11. Discussion and Possible Action to set Temporary Rates this Fall at the South Landfill during Replacement of WTS Concrete Floor Replacement Project.
12. Neighborhood Investment Fund Grant Agreement – Request for Approval.
13. Resolution Expanding Brown County Foreign Trade Zone (FTZ) #167 with Subzone FTZ #167-F.
14. Port Budget Status Financial Report for June 2022 – Unaudited.
15. Resource Recovery Budget Status Financial Report for June 2022 – Unaudited.
16. Director’s Report.

Register of Deeds – No agenda items

Other

17. Acknowledging the bills.
18. Such other matters as authorized by law.
19. Adjourn.

Dave Landwehr, Chair

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Tuesday, June 28, 2022, in Room 200, Northern Building, 305 E. Walnut Street, Green Bay, WI.

Present: Dave Landwehr, Supervisor Tom Friberg, Supervisor Norb Dantine, Supervisor Morgan Fuller, Ray Suennen

Also Present: Marty Piette, Cole Runge, Dean Haen, Highway Commissioner Paul Fontecchio, Extension Director Judy Knudsen, Director of Administration Chad Weinger; Supervisors Ron Antonneau, Emily Jacobson, Patrick Hopkins, Rick Schadewald; and other interested parties.

I. Call Meeting to Order.

The meeting was called to order by Dave Landwehr at 5:30 p.m.

II. Approve/Modify Agenda.

Motion made by Supervisor Dantine, seconded by Supervisor Suennen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

III. Approve/Modify Minutes of May 24, 2022.

Motion made by Supervisor Suennen, seconded by Supervisor Fuller to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

Comments from the Public on Non-Agenda Items None.

1. Review Minutes of:

- a. **Brown County Land Division and Subdivision Ordinance Technical Advisory Committee Meeting of April 7, 2022.**
- b. **Brown County Planning Commission Board of Directors of May 4, 2022.**
- c. **Brown County Sewage Plan Update Technical Advisory Committee Meeting #1 of April 14, 2021, #2 of June 16, 2021, and #3 of March 14, 2022.**
- d. **Brown County Transportation Coordinating Committee of September 13, November 8, March 8, and June 14, 2021.**

Motion made by Supervisor Dantine, seconded by Supervisor Suennen to suspend the rules to take Items 1a-d together. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Dantine, seconded by Supervisor Friberg to receive and place on file Items 1a-d. Vote taken. MOTION CARRIED UNANIMOUSLY

Airport

- 2. Amend RFB 2497 – Replace Air Traffic Control Tower AHU at Airport – Price increase from \$216,848 to \$223,288 (+\$6,440).**

Airport Director Marty Piette informed the price went up during the 6-weeks approval process through PD&T and the County Board, after the bids were open. The vendor said the price will be held until July 20, 2022.

Motion made by Supervisor Fuller, seconded by Supervisor Suennen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

3. Director's Report.

Piette reported that passenger traffic through May 2022 is at 95% of 2019 levels, outpacing the industry average which was 85% of 2019 numbers.

The Airport was in full swing summer schedule so all winter flights that had been here are gone. They now had Denver running 3-4 times per week and was doing very well. They did receive confirmation that their winter non-stop routes will return: Orlando, Tampa, Fort Lauderdale, Fort Myers, and Phoenix.

Sun Country will start a brand-new route on September 9, 2022 to Las Vegas. American Airlines will be adding some special flights for Packer games, non-stop from Dallas to GRB as well as GRB to Tampa for the Tampa game. United may be adding some flights to Boston and Newark in the fall for some Packer games.

Responding to Landwehr, Piette informed the recent flight delays/cancelations haven't been impacting the smaller airports as much, it's mainly the larger hubs/connecting points.

Construction Updates – The canopy project has begun; they ran into some asbestos which halted some of the project, but they were working on replacing some of the metal roofing and painting will continue. The project will last into early next year. Tailwind, their concessionaire for food and beverage and retail has received their state grant for the giftshop in each of the concourses, so that construction continues, and they hope to be open mid-July. They also worked on the prescreening retail location, flooring is in and opening mid-July.

Motion made by Supervisor Dantine, seconded by Supervisor Friberg to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Planning & Land Services

4. Budget Status Financial Reports for Planning, Property Listing and Zoning for April 2022 – Unaudited.

Motion made by Supervisor Friberg, seconded by Supervisor Fuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

5. Director's Report.

Planning Director Cole Runge informed their Land Information Office (LIO) was working on a utilities project with the Parks Department. LIO was also doing a future project for the Highway Department, it's involving work with their surveyor and will result in a mapping layer for their Brown Dog GIS system.

Planning Dept. surveyors are doing some survey field work for the Port and Resource Recovery Department up in Ledgeview and should start and wrap up very soon.

Runge provided an update on the \$5 million Congressionally Directed Spending (CDS) dollars for the South Bridge connector. They hope to have that work underway soon and be working with the Highway Department and WisDOT to bring consultants on board to start that project.

WATCO recently obtained some of the old CN lines in Brown County, they need to upgrade some railroad bridges over the Fox River. Planning was working with WATCO to develop and submit another CDS request to Senator Baldwin's office to upgrade one of the railroad bridges. They were notified by Baldwin's office that it will be included in the 2023 Appropriations Bill, they hope to have good news for this in the next few months.

Runge informed they were in the process of developing a contract with the Village of Allouez to update the village's comprehensive plan. That contract had been executed by the County Planning Commission and Allouez and they plan to start that project very soon.

Motion made by Supervisor Dantine, seconded by Supervisor Fuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Port & Resource Recovery

6. Resolution Authorizing Harbor Assistance Program (HAP) Grant Application.

Port & Resource Recovery Director Dean Haen informed this is the request for application to the HAP for funding for the Pulliam Plant site development. They were applying to every available resource at this time trying to assemble the whole dollar amount which they believed was about \$30 million. They had about \$18-\$19 million secured.

Motion made by Supervisor Fuller, seconded by Supervisor Suennen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

7. Waste Transfer Station Concrete Floor Replacement Project #2505 RFB – Request for Approval.

Motion made by Supervisor Dantine, seconded by Supervisor Fuller to approve IEI General Contractors for Project #2505 Waste Transfer Station Concrete Floor Replacement for \$133,400.00. Vote taken. MOTION CARRIED UNANIMOUSLY

8. East Landfill Leachate Tank Installation Project #2506 RFB – Request for Approval.

Motion made by Supervisor Friberg, seconded by Supervisor Suennen to approve De Groot, Inc. for Project #2506 East Landfill Leachate Tank Installation for \$133,699.50. Vote taken. MOTION CARRIED UNANIMOUSLY

9. Director’s Report.

Port & Resource Recovery Director Dean Haen briefly spoke to his written report, provided in the agenda packet material.

Motion made by Supervisor Fuller, seconded by Supervisor Suennen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Facility Department

10. Director’s Report.

Public Works Director Paul Fontecchio spoke to the written Facility Director’s Report, provided in the agenda packet material.

Motion made by Supervisor Friberg, seconded by Supervisor Fuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Highway Department

11. 6-Year Capital Improvement Plan.

Fontecchio informed the most important year in the 6-Year CIP was 2023 as it affected the budget. 2023 was the last year of the 6-year sales tax. 2024 and on were sales tax or bonding, depending on how the County Board decides to fund it. Right now, these were the projects they moved around. He spent some time on the 2023 projects, and informed most of them stayed the same, including the dollar value because they’re at the end of that 6-year sales tax, which \$60 million was approved for Public Works.

Motion made by Supervisor Dantine, seconded by Supervisor Friberg to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

12. Summary of Operations Report.

Fontecchio spoke to the written Summary of Operations Report, provided in the agenda packet material.

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Motion made by Supervisor Friberg, seconded by Supervisor Fuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

13. Commissioner's Report.

Public Works Director Paul Fontecchio spoke to the written Highway Commissioner's Report, provided in the agenda packet material. He referred to the page regarding costs and stated, the bottom line was they were in distant times. Their equipment fund should be making money by this time of the year and the fact that they were at a loss of \$400,000 was directly related to the fuel cost increase. The way that the state computes the adjustments to their equipment rates, lags significantly. The whole NE region of Highway Commissioners brought it up to the DOT and they said it was their policy. Obtaining materials was also really hit or miss.

However, they were doing well on their projects, and referred to the pictures and information in his report. He briefly touched on the June 15th storm damage and informed their new business manager has submitted her two-week notice.

Motion made by Supervisor Friberg, seconded by Supervisor Suennen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

ARPA

14. Discussion and Review of ARPA requests and to reserve remaining ARPA funds to balance highway and other PD&T and Land Conservation committee department fuel budgets deficits.

Motion made by Supervisor Fuller, seconded by Supervisor Dantine to open the floor to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY

**Garritt Bader - 300 N. Van Buren St., Green Bay and
Chelsea Kocken - 1785 Chapelle Rue, De Pere**

Bader informed they were presenting the Public Market on behalf of On Broadway, he was a board member and Kocken was their Director of Special Projects. They were asking for contribution of \$250,000 of their \$10M-\$12M budget from the county towards construction and development of the facility. Approximately 2-2.5% depending on where costs transpire. Handouts were provided (attached) and spoken to including a letter from the City of Green Bay regarding their pledge Bader noted that from the beginning, they believed the true Public Market needs support from city, county, and state level coffers. He explained why they felt this was important for the county and spoke to the initiative with UW Extension. They're projecting this facility will attract one-million visitors and \$10 million dollars a year based on other comparable facilities. At a half-percent sales tax, that's \$50,000 to the county a year, effectively a 5-year payback ask that they're making. He briefly touched on property tax. They believed this was a tremendous economic development catalyst for the city and Brown County.

UW Extension Director Judy Knudsen added, for their community gardeners, this was an opportunity for them to be able to sell. They had a number of them who wanted larger plots and they were looking at how to extend the growing season as well. 70% of their community gardeners self-identify as low or moderate income and if they can raise some additional dollars for their household, that would be really beneficial. Bader added, Extension talked about the possibility for kitchen use for teaching, etc.

Landwehr's perception of the Wednesday's farmer's market was you don't go to buy the cheapest vegetables, most of the time you are buying something locally grown and probably fresher. When talking about a food desert scenario, he didn't know if it necessarily carried over because people in that scenario would tend to migrate to where the lower costs would be.

Kochen touched on vendors and affordability of their products. For many years the farmer's market has accepted Electronic Benefits Transfer (EBT), something they intend to carryover. EBT is an electronic system that allows a Supplemental Nutrition Assistance Program (SNAP) participant to pay for food using SNAP benefits. Knudsen added they were working with their low-income households on reminding

them to utilize their EBT. They also had a senior voucher program through the ADRC for seniors to buy produce at a more affordable cost.

Bader added transportation was often the biggest hurdle and this was close to home, he believed this eliminated that barrier. Knudsen stated this was a significant issue for their households. They're doing a USDA food security survey this fall with their low-income populations to find out.

Kasha Huntowski – 1219 Lawe St., Green Bay, WI

Huntowski was a huge fan of this project and of the Extension. With the option of hydroponic vendors, there will still be some fresh local options year-round. People in that area are shopping at Family Dollar and Kwik Trip, so to have this option added, and for people that don't have a car, was huge.

Barb LaMue – 1604 Meadow Wood Ct., Green Bay

LaMue was with New North, a nonprofit, regional marketing, and economic development organization serving 18 counties in NE Wisconsin. She believed this would also be a draw, there was not another facility like this proposed in our full population of 1.28 million people in NE Wisconsin. They also saw it as an economic driver to be able to drive this opportunity that all of NE Wisconsin doesn't have.

Responding to Dantine's question regarding the Public Market in Milwaukee, Bader stated it was their goal to carbon copy that facility. The Historic Third Ward in Milwaukee before the facility opened, was not nearly what it is today. The Public Market was the catalyst that brought it to next level. It's one of the top attractions in Milwaukee County. They believed they'd get conservatively half the visitors that Milwaukee gets, that will generate the sales numbers and activity and have that impact here downtown.

Motion made by Supervisor Dantine, seconded by Supervisor Suennen to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY

Supervisor Jacobson spoke to her district's point of view. She believed the Human Services Committee, which she chairs, would be behind it as they saw the wellness aspect to it. She also sits on the Board of Director's for Olde Main and this would be a draw and extension to their events. Anyone staying at the hotels downtown, it's an easy economic driver. She attended the groundbreaking for the new Greater Green Bay Visitor Center, and she saw how involved Brown County was and felt this was the "next thing" in Green Bay, the 3rd largest city in Brown County. The county didn't really have any draws to the area unless you are a sports fan or a fisherman. There was something for everyone at a Public Market. She felt it was important to link rural and urban communities together, in which she expounded on. With a commercial kitchen, she would take cooking classes and learn how to use the vegetables she grows. It would be nice to open-up that world, even cultural cooking classes. She felt a lot more people would be engaged in this. This would keep renewing downtown. Stronger community, stronger people.

Supervisor Antonneau spent time with GB Alderman Brian Johnson, and he didn't know when the city was going to approve the \$500,000 for this project. Antonneau wants to make sure stormwater management was a priority, but the county Public Works Director has not gotten a response from the city and Johnson doesn't know when and where that was going to come from. They need to get some buy-in from the City of Green Bay. He would like to see a lot more answers with this project. He thought a million visitors was optimistic. He's not against it but at Ed & Rec Committee, he's going to suggest holding up funds for potential emergencies down the road as they can already foresee some.

Friberg agreed with Jacobson, having a draw was very important. They were putting \$2.4 million towards the Pulliam Plant. His view was they shouldn't put all their eggs in one basket. Since they have the opportunity with these ARPA funds, they should spread it around and invest in as many different areas, take advantage of all the economic development that is going to be coming along. Landwehr stated a lot of the funds for the Pulliam Plant was to help the City of Green Bay's efforts to move the coal piles out of downtown. It was property owned by the county; the Public Market was a private entity, and the funds would assist them in their development. Fuller noted it happened all the time,

Landwehr agreed.

Suennen stated that just because they have money, doesn't mean they need to spend it just because they can only spend it once. With ARPA funds they must make sure whatever it is, qualifies and they meet time requirements. This is a project and an improvement, an advancement, he agrees it was something unique and beneficial and will grow during a period. He also looks at the factors that they have basic costs that are out of control, such as fuel costs. He referred to the gas pricing in the Highway Commissioner's report and it's a concern. The county has basic needs that they're going to have a hole to cover. They need to address that before they think about spending on a new improvement project. Basic services are important and are for budget issues and they're suffering. He was reluctant to propose spending this money on the market when they don't know how long fuel costs are going to be running in a significant deficit.

Fuller questioned if they had an emergency fund? Landwehr informed the county had a general fund. DOA Weininger stated the general fund had an assigned and unassigned fund and the unassigned was specifically for emergencies and reductions in revenue. Contingency funds are for one-time emergencies. For this, Fontecchio must find the money within his budget to make up the shortfall or do less of a project. It was a policy decision of this board and of this committee to look at the ARPA funds to provide funds or not. Most of the Public Work's funds come through the sales tax and that has been established through 2023. There are specific dollars set aside and they can't do additional bonding until 2024. Fuller understood there was a lot of things they needed to figure out, however they had \$424,000. Her view of ARPA funds was legacy, that's why she felt so strongly of the East River project. What are they spending this money on that will be for generations to come? She thinks the projects that they already agreed on, met that criterion. Fuel was important, however she felt they could come up with a solution to make sure there's fuel while also supporting a legacy that goes for generations.

Friberg added if gas prices go down but 5-years from now they go back up again, they are going to have a potential increase of revenue with the 5-year pack back, about \$50,000 a year in sales tax revenue. Plus, all the other economic development projects lined up following the Public Market as they have investors that will only go through with the project if the Public Market is there. If they don't buy into it, the chances of that much more economic development steadily decrease after that. Suennen didn't understand the logic. Landwehr added you don't get sales tax off fruit and vegetables. Friberg informed it wasn't going to be the only purpose of that Public Market. Landwehr stated these were just projections. Suennen stated there was no county sales tax at this point beyond 2023. Fuller reiterated the previous info Bader provided regarding the property taxes, with this flagship there were so many open spaces that could be built up, imagine what it could look like in 10-years.

Landwehr spoke to the environment around the Milwaukee Public Market noting it's a different dynamic than the Broadway market. He had a hard time equating them together. When looking at huge deficits that they know they're getting hit with, to take dollars they could fill the hole with, and for only one year, to hand it off to a private development, he'll have a very hard time doing that.

Suennen stated emergency funds are made for emergencies and a fuel cost increase was not, in his mind, under the definition of emergency. Friberg has different views on this, in which he briefly explained. He would prefer to use emergency funds for the emergency gas prices. Landwehr stated the "emergency fund," was the general fund and it has a big impact on the county on their bond rating, etc. Weininger reiterated, those enterprise funds, they would have them tap into their own fund balance before they tapped into the unassigned fund balance. That's for when things go really bad.

Dantinne noted concerned with waiting on City of Green Bay to approve funds.

Motion made by Supervisor Suennen, seconded by Supervisor Dantine to reserve remaining ARPA funds for the potential fuel deficits and other deficits related to departments under Planning, Development & Transportation. Vote taken. Ayes: Suennen, Dantine, Landwehr; Nay: Friberg, Fuller
MOTION CARRIED 3 to 2

15. **Register of Deeds** – Budget Status Financial Report for April 2022 – Unaudited.

Motion made by Supervisor Dantine, seconded by Supervisor Friberg to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Other

16. Acknowledging the bills.

Motion made by Supervisor Suennen, seconded by Supervisor Fuller to acknowledge receipt of the bills. Vote taken. **MOTION CARRIED UNANIMOUSLY**

17. Such other matters as authorized by law. None.

18. Adjourn.

Motion made by Supervisor Dantine, seconded by Supervisor Fuller to adjourn at 7:11 p.m. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Alicia Loehlein
Legislative Specialist

APPROVED MINUTES

Brown County Land Division and Subdivision Ordinance Technical Advisory Committee Meeting

Thursday, May 5, 2022
Northern Bldg., Room 200
1:30 PM

ROLL CALL:

Steve Bieda <i>Mau & Associates</i>	X	Ryan Duckart <i>BC Real Property Lister</i>	X
Gary Pahl <i>BCPC Board of Directors</i>	X	Katherine Troudt <i>Wis. Public Service</i>	ABS
Cole Runge <i>BC Planning Director</i>	X	Dale Raisleger <i>BC Public Works Dept.</i>	X
Chad Miller <i>BC GIS Analyst</i>	X	Randy Oettinger <i>MACH IV</i>	X
Dan Teaters <i>T. Ledgeview Zoning Admin.</i>	X	Chad Fradette <i>Evergreen Consultants</i>	EXC

Also present: Karl Mueller, BC Senior Planner; Devin Yoder, BC Senior Planner.

Order of Business

1. Call to Order

The meeting was called to order at 1:33 pm.

2. Approval of the April 7, 2022 meeting minutes of the Chapter 21 Technical Advisory Committee Meeting

A motion was made by G. Pahl and seconded by D. Raisleger. The motion was approved.

3. Comments or questions on items discussed during the April 7, 2022 technical advisory committee meeting

R. Duckart asked if the committee intended to discuss requiring ESAs on combination and retracement CSMs, and stated he had heard concerns from surveyors regarding this possibility.

C. Runge informed the committee that Brown County planning staff had been considering including that as a requirement for combination and retracement CSMs but, at this time, intend to keep the requirements as is.

R. Oettinger confirmed that the surveyors' preference is to keep the requirements the way they currently are.

C. Runge informed the committee that the reason staff had been considering requiring ESAs on combination and retracement CSMs was to address the CSMs staff were reviewing under these

categories that do not readily meet the requirements for combination and retracement CSMs. Staff feels that this discrepancy will be addressed under a potential new land division category and are not needed for review processes that are primarily surveyor oriented.

K. Mueller asked the committee if committee members wanted to continue the discussion on condo plats from the previous meeting. Specifically, if discussion should occur regarding adding ESAs as a requirement to the condo plat review process.

C. Runge stated that this was something staff is considering but have been constrained by the 10-day review timeline for condo plats under state statute.

C. Runge asked if R. Duckart had an opportunity to review the state statute for condo plats. R. Duckart stated no, but expressed concerns about adding it as a requirement due to the short timeline for condo plat reviews. C. Runge stated that, even with the short timeline, it was something that needs to continue to be considered for inclusion in the update because these reviews would often be the only opportunity to identify the locations of environmental and other features for landowners, developers, and others who may have financial or other interests in the sites.

C. Runge recommended postponing additional discussion on ESAs for condo plats until staff have reviewed state statutes for condo plats.

The committee agreed that additional review of state statutes for Condo plats is needed before additional discussion could occur. This will be discussed at a future meeting.

4. Review Section 21.40 Application Procedures and Approval Processes

Before opening the floor for discussion, K. Mueller reminded the committee of changes the committee had reached consensus on from the April 7 meeting that will be applied to all land division categories administered by Brown County under Chapter 21.

Section 21.45 Certified Survey Map Submittal and Review Process

D. Teaters asked if there had been any additional discussions regarding differentiating ESA requirements for land divisions and plats within the sewer service area (SSA) from those outside the SSA. D. Teaters stated that the ESAs are derived from the Brown County Sewage Plan which does not pertain to areas outside of the SSA.

D. Teaters suggested using Wisconsin DNR ESA setback requirements, floodplain, and shoreland zoning requirements for land divisions outside of the SSA.

K. Mueller stated that those discussions had not occurred as of the meeting, but it was staff's intent to address that as part of the update.

C. Runge stated that it is important to differentiate requirements for land divisions in the SSA compared to those outside of the SSA to be respectful of the county's statutory authority.

D. Teaters informed the committee that the ESAs and ESA setbacks are derived from the Brown County Sewage Plan and are intended to be enforced within the sewer service area (SSA) but have traditionally been applied to land divisions outside of the SSA.

D. Teaters suggested that the ESAs derived from the Brown County Sewage Plan should be applied within the SSA, and areas outside of the SSA should adhere to floodplain requirements, shoreland zoning, and NR 151.

R. Oettinger asked how the SSA would be differentiated from areas outside of the SSA.

D. Teaters stated that this would be determined through the SSA map produced as part of the Brown County Sewage Plan Update.

G. Pahl asked about utility easements and recommended requiring them on all land division documents.

K. Mueller stated that, with a few exceptions, land divisions received and reviewed by Brown County include the 12' utility easement. K. Mueller noted that land divisions are distributed to WPS during the agency review, where WPS can request easements to be added if they are not already included.

D. Teaters stated that the code is currently written for existing public and private easements, and added that language could be added to include new or requested easements. C. Runge suggested adding the word "requested", which would give utility companies the flexibility to request specific easements on a case-by-case basis. This would make the 12' utility easement a requirement under the revised code.

S. Bieda confirmed that land divisions generally have a 12' utility easement already incorporated into the document prior to submitting it to Brown County for review.

D. Teaters stated the section number under Section 21.45 (5)(c) should read "21.45(3)". K. Mueller noted this would be corrected.

G. Pahl asked if the committee was ok with the 40-day review timeline for CSMs. The committee expressed no concerns about the review timeline.

C. Runge asked if the 40-day review timeline was a requirement under state statute Chapter 236.
R. Duckart confirmed that it is.

Section 21.46 Retracement Certified Survey Map Submittal and Review Process

S. Bieda asked if municipalities signing retracement CSMs constituted a duplication of services since they are not required under Chapter 21.

S. Bieda asked why retracement CSMs in the Town of Ledgeview need to be submitted to the Town for review, when they are already being submitted to Brown County for review.

D. Teaters stated that, due to past circumstances, the Town changed their code to have review authority over all CSMs to catch issues pertaining to zoning such as split lots, non-conforming lots, etc.

S. Bieda asked if Brown County looks at land zoning as part of the review process for retracement CSMs. C. Runge stated no.

D. Teaters suggested removing the language under Section 21.46 (5)(b) since a retracement CSM is neither creating nor reducing the number of lots or outlots. K. Mueller stated it would be removed.

G. Pahl asked if ESAs are identified on retracement CSMs. S. Bieda confirmed that they are, if they are identified on a previously recorded plat or CSM.

G. Pahl stated that the delineation of ESAs by surveyors could improve the quality of available data, improve data completeness, and improve compliance with state and federal regulations.

D. Teaters asked how long delineated wetlands remain valid. S. Bieda responded that they are valid for five years.

D. Teaters asked the committee if language should be added for retracement CSMs to allow for a provision to request updated wetland delineations if the statute of limitations for a delineated wetland has passed on a recorded plat or CSM. S. Bieda expressed concerns that adding this provision could become onerous, since the purpose of a retracement CSM is to address boundary issues and establish new legal descriptions for existing tax parcels.

G. Pahl asked if language could be added under 21.46(3)(x) to preserve ingress/egress to public roadways in situations where a parcel is along a state highway but does not currently have a no access restriction. G. Pahl expressed concerns that without a provision in place, parcels fronting state highways may become landlocked if WisDOT requests a no access restriction to be placed on the retracement CSM. S. Bieda stated that would require an easement rather than a restrictive covenant.

K. Mueller informed the committee that there are instances where the state has requested a no access restriction to be placed on combination and retracement CSMs.

S. Bieda suggested adding a note on combination or retracement CSMs requiring the parcel owner to obtain a permit from the state in situations where a parcel fronts a state highway but does not currently have an access restriction.

C. Runge informed the committee that there are certain interstates and state highways that WisDOT does not permit access to, regardless of whether it is identified on a recorded document or not. C. Runge stated that CSMs abutting county highways currently have a note added requiring the parcel owner to apply for a permit from Brown County Public Works before access is allowed. C. Runge stated that a similar note could be added to combination and retracement CSMs for state highways. Committee members agreed that this note should be added.

Section 21.47 Combining Parcels/Combination Certified Survey Map Submittal and Review Process

Several committee members noted that the word "retracement" was used in several areas under this section. K. Mueller stated those corrections would be made.

G. Pahl asked if the municipality could request the change of a tax parcel number. K. Mueller responded that combination CSMs are distributed to the affected municipality as part of the agency review, but the municipality is not included as a signatory on those documents.

K. Mueller stated that staff have discussed whether municipalities should be added as a signatory to combination CSMs and asked for the committee's input. G. Pahl stated that, for his municipality, they are not concerned with signing the combination CSM, since it is under one owner and reduces the number of tax parcels.

K. Mueller asked D. Teaters for Ledgeview's perspective. D. Teaters stated that the town is already required to be a signatory on any type of CSM in their municipality. D. Teaters stated that it is up to the municipalities to decide if they want to be added as signatories to the CSM or not.

5. Discussion regarding a potential new land division category

K. Mueller provided an overview of the proposed potential new land division category that Planning staff were considering as part of the Chapter 21 update. The intent of the new land division category would be to address situations such as exterior lot expansions, or lot reconfigurations that do not readily fit within the existing land division categories administered by Brown County.

R. Oettinger suggested that any CSM that does not meet the requirements of a combination or retracement CSM should be submitted, processed, and reviewed as a regular CSM.

C. Runge stated that is being considered and informed the committee that the new land division category would be intended to be a hybrid between a regular CSM and combination/retracement CSMs in order to minimize review costs for the applicants.

Committee members raised concerns that adding a new land division category would discourage residents and surveyors from submitting documents to Brown County Planning and Land Services, in favor of preparing and recording Plats of Survey.

S. Bieda suggested expanding the scope of CSMs under Section 21.45 of Chapter 21 rather than creating a new land division category.

R. Oettinger asked staff to provide examples that would be processed under the new land division category. K. Mueller and C. Runge provided multiple examples for committee members.

Committee members discussed different scenarios of lot reconfigurations and expansions and how these situations could be handled. Committee members discussed if these should be handled as plats of survey or as CSMs.

D. Teaters raised concerns about the potential for having non-conforming lots if the parcels are recorded through plats of surveys or land swaps and are not reviewed by the municipality or Brown County. D. Teaters also stated it could create issues with land zoning. S. Beida responded that the likelihood of creating non-conforming lots was low, but that the reconfiguration of lot boundaries could create land zoning issues.

R. Oettinger asked if staff has prepared any draft language of the proposed new land division category for the committee to review. C. Runge stated that staff had not drafted any language since it is conceptual at this time. Based on the discussion at today's meeting, staff will prepare draft modifications to the existing regular CSM language for the committee to consider at its next meeting. The committee members agreed with this suggestion.

6. Set Next Meeting Date

K. Mueller stated that staff were tentatively planning to hold the next technical advisory committee meeting on June 2nd at 1:30 pm and asked if this worked for the committee. Committee members stated that it would.

K. Mueller stated that staff would send out the meeting notice approximately two weeks prior to the meeting.

C. Runge asked the committee if, going forward, it would be acceptable to hold advisory committee meetings on the first Thursday of each month for the remainder of the Chapter 21 update process. The committee members agreed that this would be acceptable.

7. Other Items

D. Teaters asked D. Yoder to provide the committee with an update on the Brown County Sewage Plan.

C. Runge stated that staff were waiting for additional ESA guidance from the Wisconsin DNR and suggested holding off on providing an update until those discussions occurred.

D. Yoder tentatively agreed to provide the committee with a status update at the June meeting.

8. Adjourn

The meeting adjourned at 2:51 p.m.

APPROVED MINUTES

Brown County Land Division and Subdivision Ordinance Technical Advisory Committee Meeting

Thursday, June 2, 2022
Northern Bldg., Room 200
1:30 PM

ROLL CALL:

Steve Bieda <i>Mau & Associates</i>	X	Ryan Duckart <i>BC Real Property Lister</i>	X
Gary Pahl <i>BCPC Board of Directors</i>	X	Katherine Troudt <i>Wis. Public Service</i>	Abs
Cole Runge <i>BC Planning Director</i>	Exc	Dale Raisleger <i>BC Public Works Dept.</i>	Exc
Chad Miller <i>BC GIS Analyst</i>	X	Randy Oettinger <i>MACH IV</i>	X
Dan Teaters <i>T. Ledgeview Zoning Admin.</i>	X	Chad Fradette <i>Evergreen Consultants</i>	Exc

Also present: Karl Mueller, BC Senior Planner, Devin Yoder, BC Senior Planner.

Order of Business

1. Call to Order

The meeting was called to order at 1:30 pm.

2. Approval of the May 5, 2022 meeting minutes of the Chapter 21 Technical Advisory Committee Meeting

A motion was made by D. Teaters and seconded by G. Pahl. The motion was approved.

3. Comments or questions on items discussed during the May 5, 2022 technical advisory committee meeting

R. Duckart followed up with comments on combination CSMs. As far as requiring environmentally sensitive areas (ESAs) for condominiums plats, R. Duckart stated he didn't see this as being feasible. As for review time, R. Duckart was going to check with Dale to see if he wanted some courtesy review time for condominiums but for the most part, condominiums plats are more of a property listing issue in how they are to be reviewed. R. Duckart stated that we really don't have it in the language or statutes, but R. Duckart would propose to make it a requirement to monument the units for land only condominiums. R. Duckart would propose to add that language. R. Duckart addressed some concerns with moving lot lines around, potentially running into some zoning issues.

S. Bieda noted that surveyors are already required to monument the units for condos under Section 21.50 of Chapter 21.

1a

4. Update on the status of the Brown County Sewage Plan

D. Yoder stated the committee will be discussing ESA's and ESA definitions at the June Brown County Sewage Plan Technical Advisory Committee meeting.

5. Discussion on draft language to expand the application of Certified Survey Maps (CSMs)

K. Mueller stated that at previous meetings, there had been discussion on the potential of creating a new land division category. At the May meeting the consensus was to expand the scope for Certified Survey Maps (CSMs) rather than create a new land division category. K. Mueller referenced page 8 of the agenda packet; staff put together a couple of new bullet points under section 21.45 for certified survey maps. K. Mueller explained that the criteria added are intended to encapsulate situations we've been running into, for example the exterior lot boundary expansions or reconfiguring lot boundaries internally within multiple lots. Under the proposed revisions, CSMs that are either expanding exterior lot boundaries or reconfiguring interior lot boundaries would be handled as regular CSMs.

R. Duckart stated he thought if we were not going to do another category, we were going to adjust some of the language to allow a combination CSM to be used. Discussion occurred regarding whether additional language should be added for Combination CSMs, in addition to the language proposed for CSMs. K. Mueller stated that staff can consider additional language, but that the intent of the revisions is to reduce the gray area associated with how certain types of CSMs are handled.

Surveyors on the committee expressed a desire to continue to have minor lot line adjustments handled as Combination CSMs due to the reduced costs associated with those CSMs.

D. Teaters suggested changing the word "may" to "shall" under Section 21.45 (1), and reconfiguring the bullet points into two sub-sections within Section 21.45. This change would allow staff to be flexible in working with surveyors on minor lot line adjustments, while also allowing staff to be more consistent with the intent of Combination and Retracement CSMs as currently defined under Chapter 21. K. Mueller stated those changes would be made.

Discussion occurred regarding extraterritorial reviews and intergovernmental agreements. The committee recommended adding language to the Chapter 21 update regarding intergovernmental agreements.

6. Review Section 21.50 Surveying Requirements

K. Mueller referred members to page 11 of the agenda packet and opened the floor for discussion.

7. Review Section 21.60 Design Standards

Section 21.61 Streets and highways

K. Mueller stated D. Raisleger would not be attending today's meeting and recommended postponing discussion on this item to a future meeting. The committee agreed to postpone this item to a future meeting.

Section 21.62 Blocks

No discussion or proposed revisions occurred for this section.

Section 21.63 Lots

D. Teaters asked if the minimum square footage requirements under Section 21.63(4)(b) were still relevant. K. Mueller stated that he was not sure, but felt that the minimum square footage requirements needed to be reduced. D. Teaters suggested checking with Matt Heyroth since the minimum lot size requirement is based on the Shoreland Zone Ordinance. K. Mueller stated he would check with Matt to verify the lot size requirements.

Discussion occurred regarding situations where a lot crosses municipal boundaries. Members of the committee stated that this has occurred but is rare. Typically, there are no issues complying Section 21.63(3) of Chapter 21.

Discussion occurred regarding the lot drainage restrictive covenant that is required on all plats and CSMs under Chapter 21. D. Yoder stated that he has heard concerns and has concerns that this restrictive covenant may, unintentionally, conflict with ESA restrictive covenants, particularly when a plat or CSM has ESAs around the boundaries of lots where the lot drainage restrictive covenant would be in effect.

D. Teaters stated that there are allowable uses for stormwater management that allow property owners to comply with the lot drainage restrictive covenant while still protecting wetlands and other ESA features.

D. Teaters suggested reviewing NR 151 with respect to the lot drainage restrictive covenant. K. Mueller stated that staff would.

Section 21.64 Easements

Discussion occurred regarding private easements.

G. Pahl expressed concerns regarding the 40-year period for private easements. D. Teaters stated that the 40-year period for private easements is established under state statute.

K. Mueller stated that private easements identified on the face of CSMs and plats would extend the effective period for a private easement for an additional 40 years.

G. Pahl expressed concerns about property owners being informed of private easements that may be in effect on their property. S. Bieda stated that it is ultimately incumbent upon the property owner to be aware of all easements and restrictions on their property.

G. Pahl asked that language be added in the revised ordinance regarding private easements, and to inform people of the 40-year period of effect for private easements. The consensus of the committee was that no new language should be added since it is already addressed in state statute and could create issues.

Section 21.65 Public sites and open spaces

Due to time constraints, committee members agreed to postpone discussions on these items to a future meeting.

Section 21.66 Stormwater management plan and drainage

Due to time constraints, committee members agreed to postpone discussions on these items to a future meeting.

6. Set Next Meeting Date

K. Mueller stated that staff were tentatively planning to hold the next technical advisory committee meeting on July 7th at 1:30 pm and asked if this worked for the committee.

7. Other Items

None

8. Adjourn

The meeting adjourned at 3:01 p.m.

**Energy Subcommittee Minutes, Brown County
Thursday, May 12th, 2022, 5:30pm
Room 201, 305 Walnut St. Green Bay, WI**

Call to Order

Meeting was called to order by Chair Suennen at 5:35pm

Present: Chair Supervisor Suennen, Vice-Chair Supervisor Friberg, and members Jenny Brinker, Nathan Carlson, and Kyle Zimonick

Absent: Robert Kosky (has resigned)

Other Attendees; None

Approve/Modify Agenda

Motion to approve by Supervisor Friberg
Seconded by Member Brinker
Motion unanimously carried

Approve/Modify Minutes of April 7, 2022 meeting

Motion to approve by Supervisor Friberg
Seconded by Member Zimonick
Motion unanimously carried

Comments from the Public

None

Discussions on written list of potential ideas, thoughts, projects, and policies.

Chair Suennen provided List of Concepts from prior meeting to discuss. Concepts were categorized, developed, and will be under continuous review.

The initial categories used are

- Energy Program Management
- Policies & Documentation
- Procedures
- Evaluation of Facilities & Projects
- Ranking of Projects
- Researching Issues & Projects
- Resources
- Lighting

Discussion about Energy Data and Usage

Data needs to be organized and prioritized.

Buildings and addresses will need to be associated with account numbers.

Chair Suennen will create an Excel spreadsheet and forward to Zimonick and Brinker

Potential update on facilities director and energy role
Interview process is moving forward

Such other matters as authorized by law None

Discussion re: Future Agenda Items, Dates and Times
Next meeting set for Thursday, June 16th @ 5:30pm

Adjourn
Motion to Adjourn made by Member Zimonick
Seconded by Supervisor Friberg
Motion unanimously carried at 6:43 PM

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date: 7/20/2022

Agenda No.: _____

Motion/Communication
From the Floor

To direct county administration to come up with options to secure the Brown County Courthouse. Request various options from temporary solutions, to options including stand alone facilities, removal of the downtown jail with new facilities in that area that would include several variations including just a secure entrance to additional courtrooms, additional county office space, etc.

Referred To: TD & T ~~Public Safety~~ Public Safety

Signed: Keith Derys

Printed Name: Keith Derys

District No. 26

(Please deliver to County Clerk after motion is made for recording into minutes.)

**Brown County
Airport
Budget Status Report
May-22**

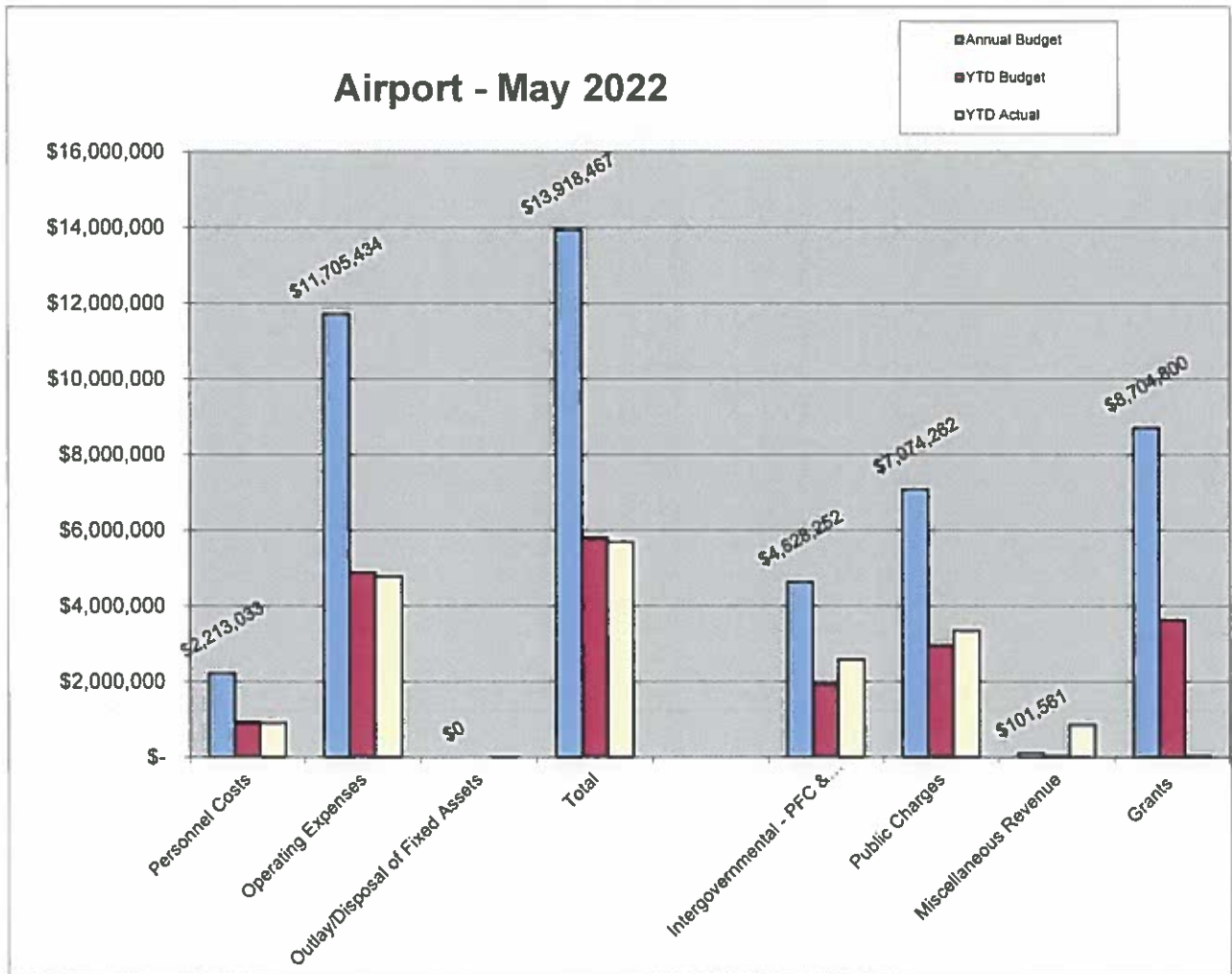
	Annual Budget	YTD Budget	YTD Actual	YTD Used
Personnel Costs	\$2,213,033	\$922,097	\$905,059	40.90%
Operating Expenses	\$11,705,434	\$4,877,264	\$4,778,623	40.82%
Outlay/Disposal of Fixed Assets	\$0	\$0	\$3,652	0.00%
Total	\$13,918,467	\$5,799,361	\$5,687,334	40.86%
Intergovernmental - PFC & Cares	\$4,628,252	\$1,928,438	\$2,576,723	55.67%
Public Charges	\$7,074,262	\$2,947,609	\$3,348,601	47.33%
Miscellaneous Revenue	\$101,561	\$42,317	\$859,716	846.50%
Grants	\$8,704,800	\$3,627,000	\$35,077	0.40%
Total	\$20,508,875	\$8,545,365	\$6,820,117	33.25%

HIGHLIGHTS

Passenger enplanements through May '22 are at 95% of pre-pandemic levels.

Operating expenses are tracking below budget and Public Charges continue to track higher than budgeted.

Grants have had minimal draw as construction is just getting underway.



BROWN COUNTY
 GREEN BAY AUSTIN STRAUBEL INT'L AIRPORT

Departmental Openings Summary
 To: Planning, Development & Transportation Committee
 From: Airport

7/18/2022

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Airfield Maintenance Mechanic	7/10/2022	Resigned	Fill	Position has been posted.



Tabulation Record / Intent to Award Documentation

305 E. Walnut Street, Green Bay, WI 54305 Phone (920) 448-4040 Fax (920) 440-4036
 Web www.co.brown.wi.us

Project Number: 2517
Project Name: Museum Steam Boiler Replacement
Type of Project (RFB, RFP, RFQ): RFB
Purchasing Representative: Dale DeNamur
Due Date: July 18, 2022 11:00 AM Location: Brown County Clerk's Office
Opening Date: July 18, 2022 11:00 AM Location: Bid Opening via WebEx

CONTRACTOR	CITY, STATE	BASE BID	PRICING HELD	EQUIPMENT LEAD TIME	BIDDERS PROOF OF RESPONSIBILITY SUBMITTED BY 11:00AM ON JULY 13, 2022	BIDDERS CERTIFICATE	BID BOND	Addenda Acknowledged?			Intent To Award
								ADD 1 - Site Visit Record	ADD 2 - Bid Opening Call-in Info		
1 August Winter & Sons	Appleton, WI	\$ 113,420.00	30 days	8-10 weeks	Yes	Yes	Yes	Yes	Yes		X
2 Hurckman Mechanical	Green Bay, WI	\$ 120,248.00	30 days	7-10 weeks	Yes	Yes	Yes	Yes	Yes		

FACILITY DEPARTMENT
Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303
PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: BC_Facility_Management@browncountywi.gov

PAUL A. FONTECCHIO, P.E.
INTERIM DIRECTOR

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: July 26, 2022
RE: Director's Report

PROJECTS

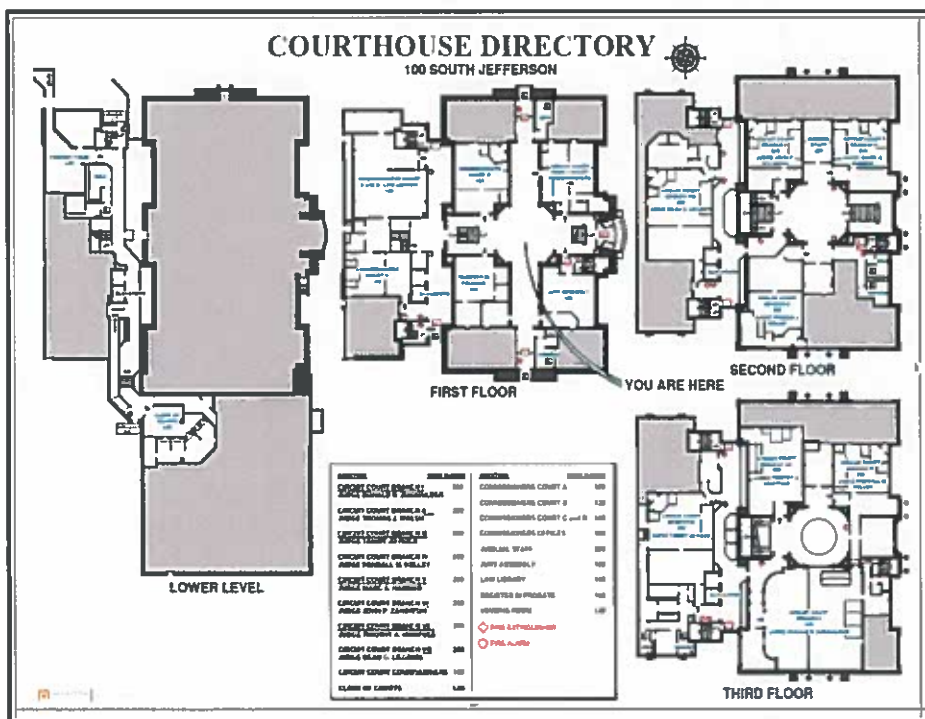
LED's: LED replacement continues with recent work in the Brown County Courthouse.



Medical Examiner Building: The body lift was removed from Duck Creek and installed in the new building at the end of June.

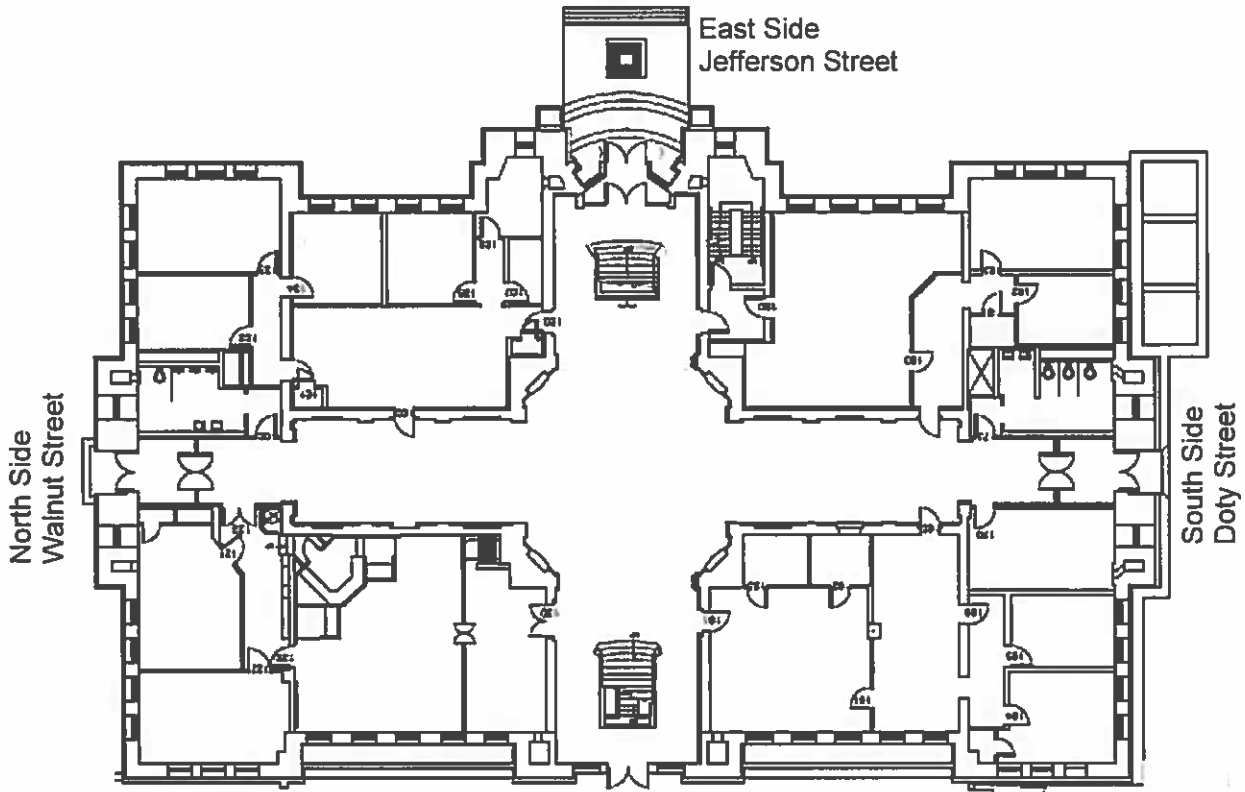


Courthouse Wayfinding Update: The wayfinding for the Courthouse has been updated throughout the complex to bring it up to the current layout and for security concerns.



Courthouse Security: On July 6th I met with Tim Bernklau at the Courthouse to look for any possible locations for temporary courthouse security. We only looked at the spatial logistics of where a temporary location could be placed, not the effectiveness of the security which is the expertise of the Sheriff Department and would need additional review and details.

The existing Courthouse has three primary entrances – North off Walnut Street, East off Jefferson Street, and South off Doty Street.



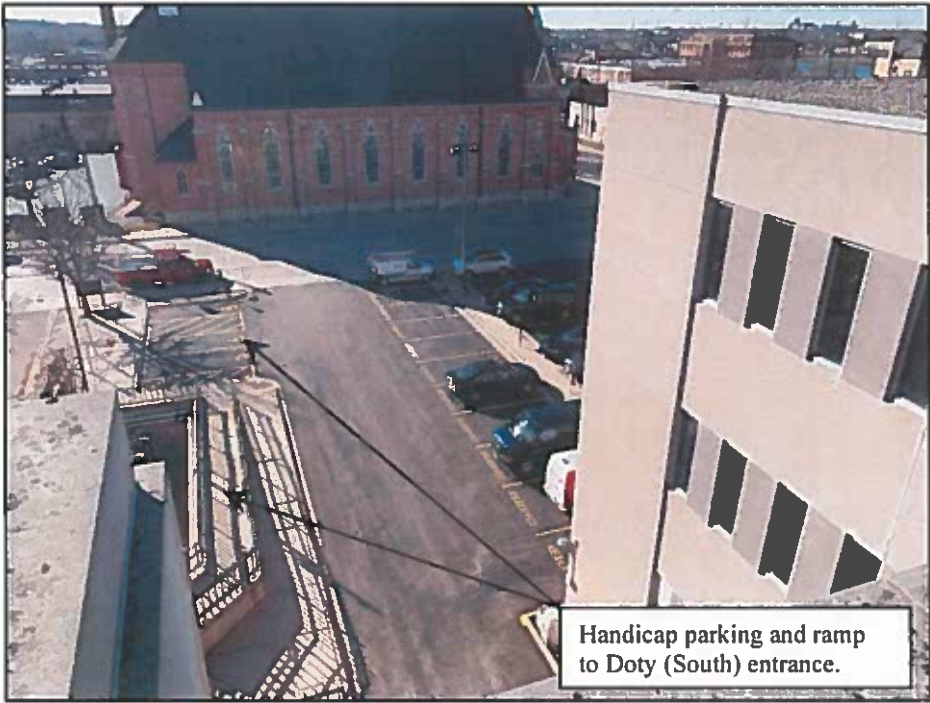
The Jefferson Street (East) entrance is the least accessible with steps externally and internally (internal steps are only a few feet from the front door). There is no room at this location for a temporary security checkpoint and is not handicap accessible and was eliminated from further consideration.

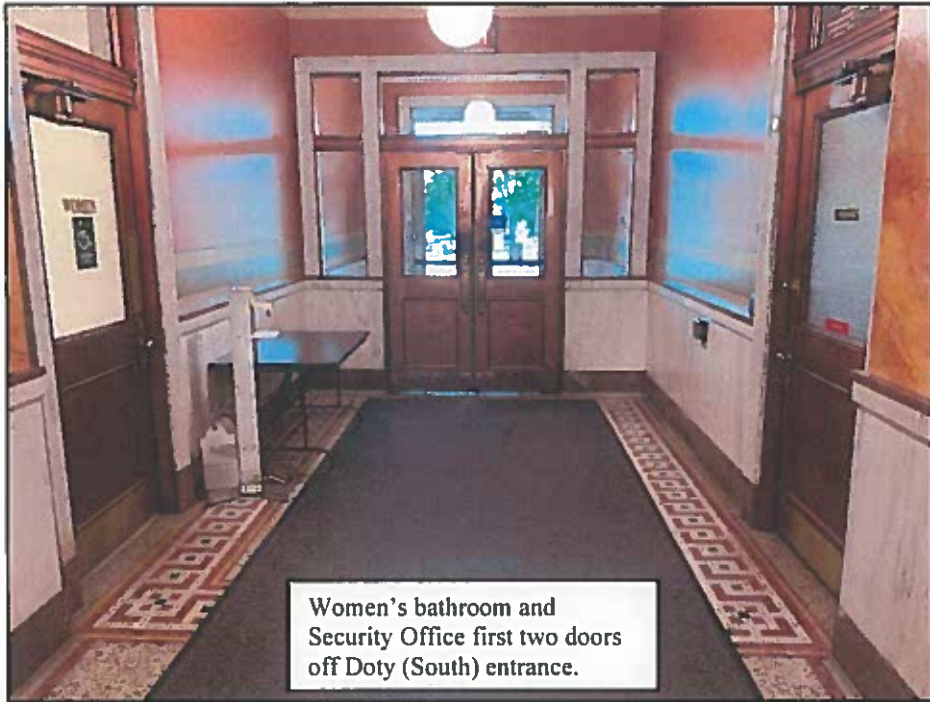


The Walnut Street (North) entrance has the least parking adjacent to it and no handicap parking. One advantage to this entrance is that it is at-grade (no steps) making it more accessible in that regard. The inside corridor is like the Doty (South) entrance with offices and a bathroom very close to the exterior doors.

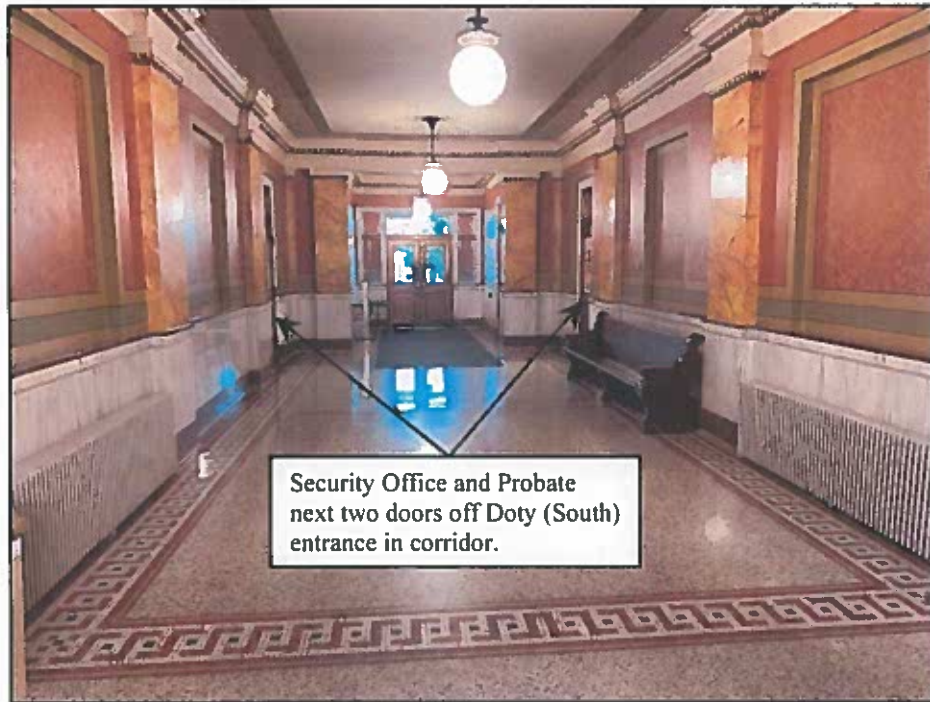


The Doty Street (South) entrance has the most parking adjacent to it on the streets and has a few handicap parking spots in the parking lot. While there are steps to get to this door, there is also a handicap ramp for accessibility. The inside corridor is like the Walnut (North) entrance with offices and a bathroom very close to the exterior doors.

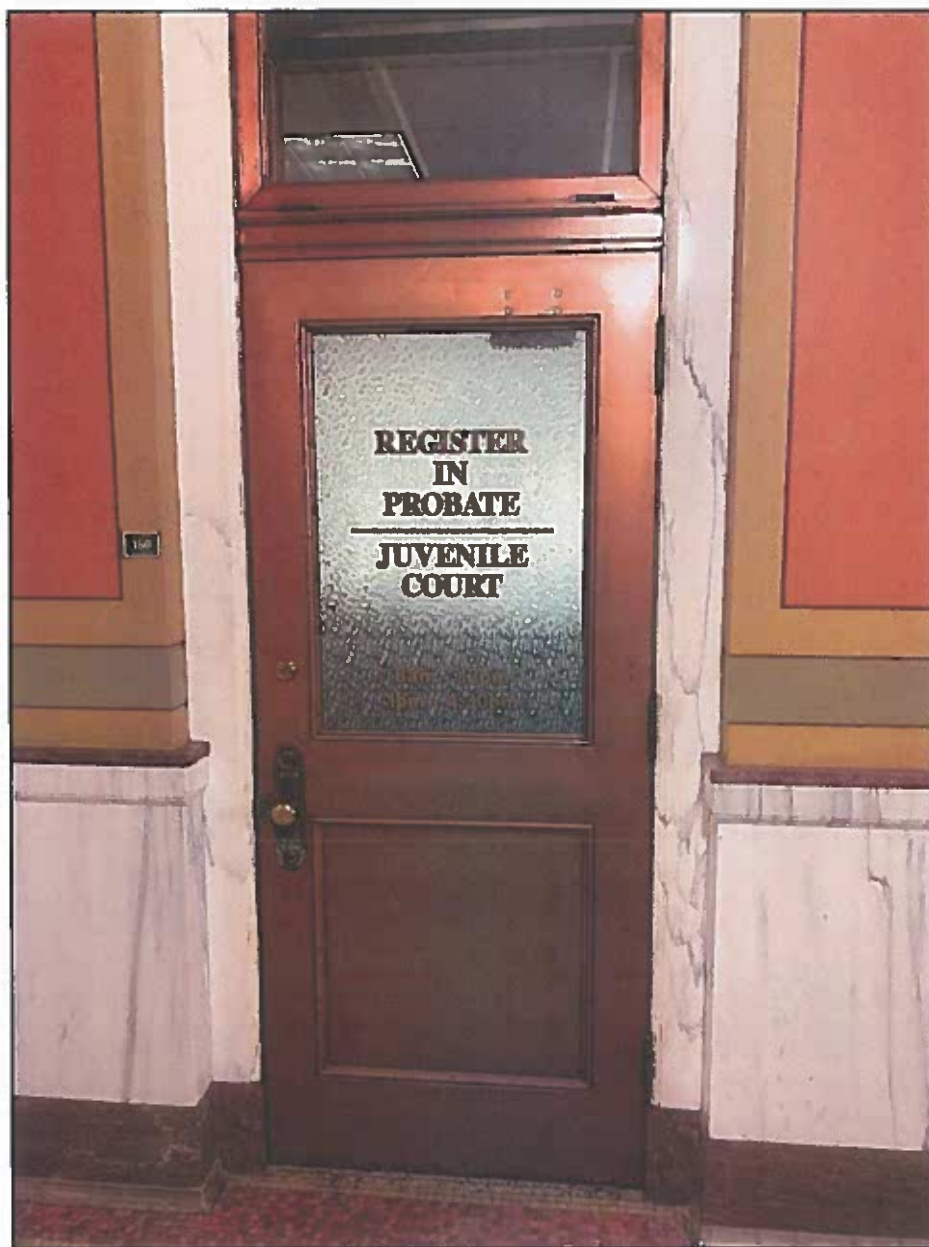




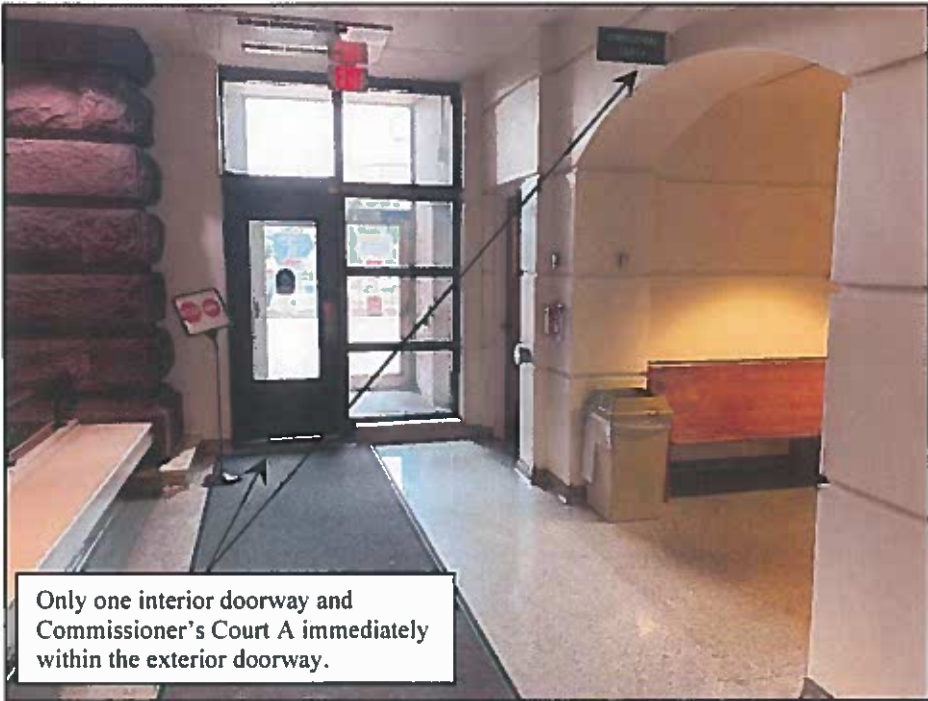
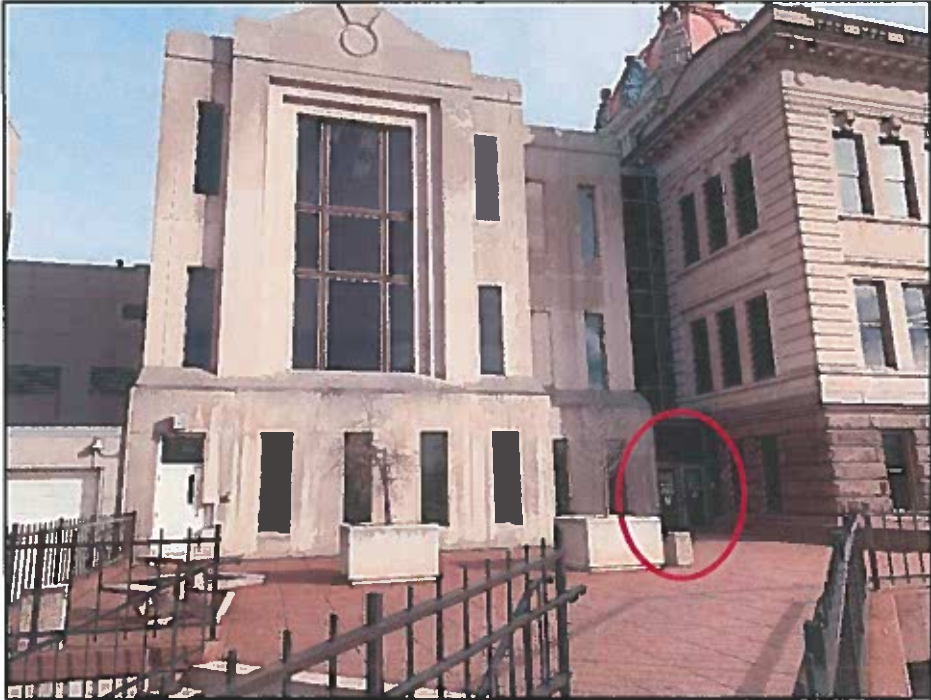
Women's bathroom and Security Office first two doors off Doty (South) entrance.



Security Office and Probate next two doors off Doty (South) entrance in corridor.



We also looked at the Doty Street (South) doors between the Historic Courthouse and the addition to the Courthouse. There is no room for security due to the proximity of the stairwell, one interior doorway, and Commissioners Court A. This entrance was eliminated for further consideration.

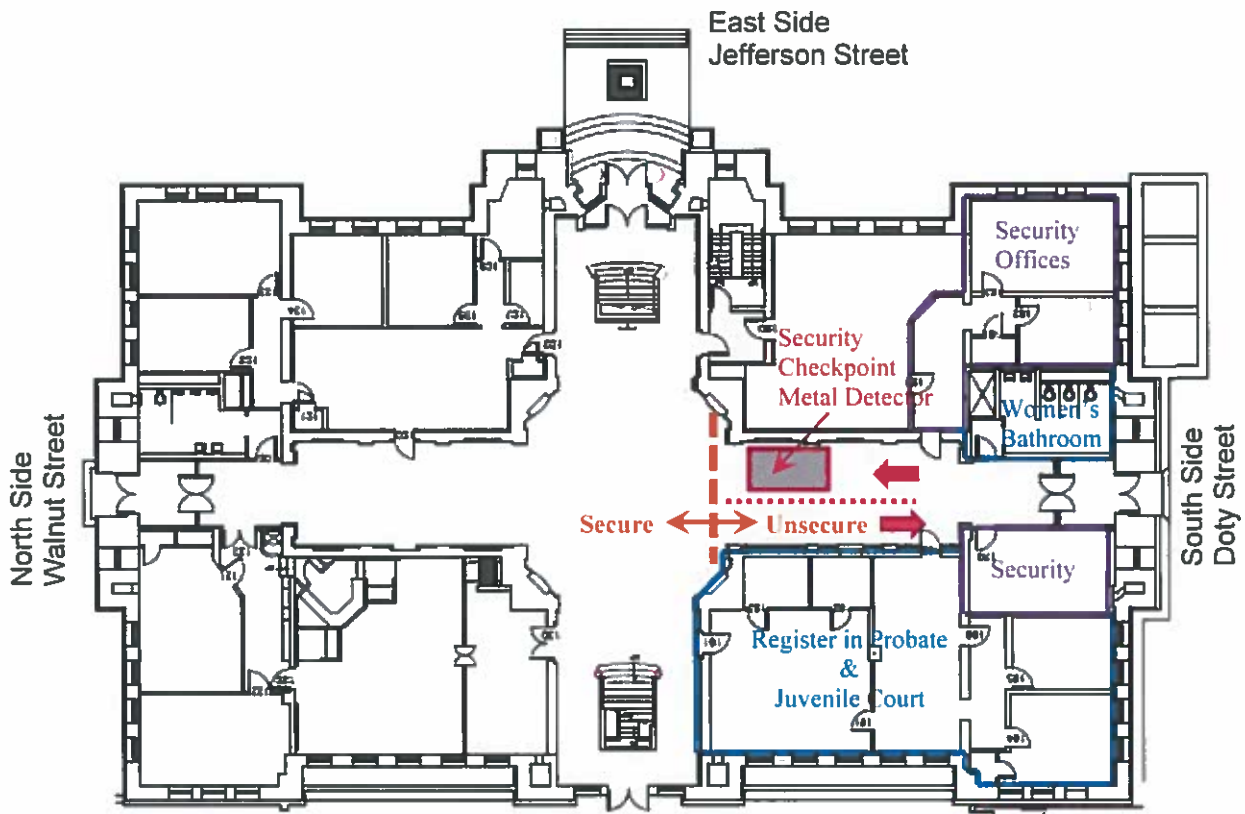


Only one interior doorway and Commissioner's Court A immediately within the exterior doorway.



Out of the entrances, it appears the main Doty Street (South) corridor may be the best temporary security location from a facility space location perspective. Two of the four doors off that corridor are to Courthouse Security and are already locked and protected. This entrance has the best handicap parking and accessibility as well as overall street parking adjacent to the courthouse.

If security were to set up in this corridor, the women's bathroom and the Register in Probate and Juvenile Court offices would not technically be in the secure part of the facility; however, the security personnel would be right there screening in that hallway (within eyesight of those locations).



The sketch above and below shows how a possible temporary security checkpoint could be set up in the hallway. As noted, the Register in Probate, Juvenile Court, and Woman's Bathroom are not secured in this situation.



Other ideas such as external portable field trailers were also looked at. A temporary building like this could not easily be placed on the south side of the courthouse as there isn't room without utilizing the handicap parking area and blocking access to the sally port. There is more room on the north side of the building, but as noted before, there is no nearby parking – especially handicap parking. We do not recommend this option as we do not believe it will be permitted by the City of Green Bay.

We only looked at the spatial logistics of where a temporary location could be placed, not the effectiveness of the security. Based on the available entrances, it appears the south corridor of the courthouse may be the best location for a temporary security checkpoint.

If a temporary security checkpoint like this was to be installed, there would be costs for the equipment, Sheriff Dept. staffing, and door locks/controls that would need to be installed. In addition to the costs, it would take time to get the door locks, electrical runs, controls installed in the security office, etc. designed, permitted, bid out, and installed. Very preliminary estimates put the costs for the door security upgrades as noted for the building at \$200,000 but it could be quite a bit more (this estimate was put together in February 2020, before supply chain disruptions and recent high inflation). From the day of approval to completed installation of the locks is estimated at 9 to 12 months.

STAFFING REPORT:

See Attached. In addition to the attached report, Jon Morehouse, Facility Planning and Project Manager, will be leaving the service of the County on July 29th. Jon's 4.5 years of service included the successful project management of the 124-bed Jail addition, new Medical Examiner building, and assistance with numerous other Brown County building projects including the new Expo Hall and Fairgrounds bathroom. His expertise at the County will be missed.

HIGHWAY DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: BC_Highway@browncountywi.gov

PAUL A. FONTECCHIO, P.E.
HIGHWAY COMMISSIONER

TO: Alicia Loehlein
FROM: Paul Fontecchio, P.E.
DATE: July 26, 2022
RE: July PD&T Agenda Items

The agenda items for PD&T from the Highway Department are as follows:

1. Commissioner's Report

Please let me know if you have any questions.

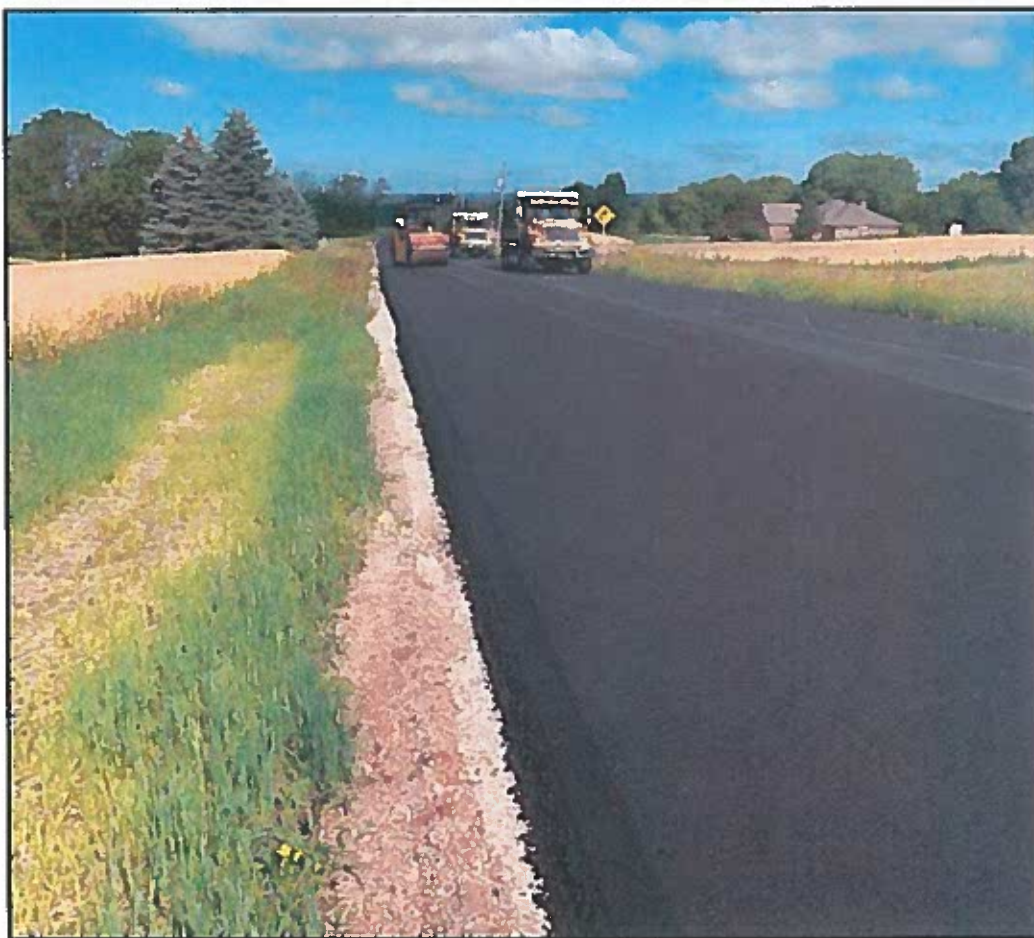
HIGHWAY DEPARTMENT
Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303
PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: BC_Highway@browncountywi.gov

PAUL A. FONTECCHIO, P.E.
HIGHWAY COMMISSIONER

TO: PD&T Committee
FROM: Paul Fontecchio, P.E.
DATE: July 26, 2022
RE: Commissioner's Report

CTH W: Work continued on CTH W in the Town of Rockland. Paving started at the end of June and continued into July.



CTH XX: Work on stage 1 from Verlin Road to the railroad tracks on the north end of the project was completed the week of June 20th. Stage 2 is anticipated to start the week of July 18th and continue through most of August.



CTH ZZ: Work on CTH ZZ continues with earthwork and base course placement.



CTH VV-3 Interchange: Update from WisDOT staff. *Work continues with the WisDOT interchange project and will continue into the fall before opening to traffic. The contractor installed remaining borrow and select borrow north of County TS/County VV roundabout. Conduit and fiber optic installation along Marley St. finalized the broadband expansion portion of the project. Excavation, base and paving along ramp tie-ins will be completed along WIS 29 and various locations on County TS. Storm sewer will continue along County TS and County VV/TS roundabout. Concrete sidewalk, curb and gutter poured along County TS. Aggregate placement and fine grading continue. County VV Pond dewatering will continue as well as the pond rock crib installation. County VV pond liner will be installed. Concrete sidewalk, curb/gutter will be installed along County TS and County VV. Aggregates will be installed along sections of the new County TS alignment. Continued storm sewer installation on the project where available. Electrical work on the County TS and County VV roundabouts continues. Bridge work will include screening to be installed on the railing. Bridge staining begins on structure. Topsoil and restoration items will be ongoing for several weeks.*

CTH VV-4 (Marley Road): Work continues on the CTH VV extension to CTH C storm sewer installation and roadway base placement. The work is being completed by PTS Contractors and will be completed to coincide with the overall interchange project.

CTH F: Concrete pavement repair has begun on CTH F. Vinton Construction is performing the work. The work is anticipated to be completed in early August.



CTH EB: Concrete pavement repair has begun on CTH EB (Packerland). Vinton Construction is performing the work. The work is anticipated to be completed in late August.

STAFFING REPORT:

See Attached.



**BROWN COUNTY
HIGHWAY DEPARTMENT
STAFFING SUMMARY
As of 7/19/2022**

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Filled Date	Unfilled Reason
Master Electrician	4/14/22	Resigned	Fill	In Process	---
Highway Crew	5/13/22	Transferred	Filled	7/11/22	---
Business Manager	6/30/22	Resigned	Fill	In Process	---
Accounting Technician	7/19/22	Resigned	Hold	---	---

	Budgeted FTE's	Actual #FTE's
Mgmt / Admin	11.0	90
Electrician	1.0	0
Engineering	7.0	7.0
Mechanics / Shop	12.0	12.0
Highway Crew	72.0	72.0
Bridge Tender	5.0	5.0
Summer	2.85	0
Summer - Engineering	1.27	0.95
LTE	1	0.5
TOTAL	113.12	106.45

LTE / SUMMER LIST:

SUMMER (11)	ENGINEERING AIDE (4)	LTE LARGE TRACTOR MOWER (2)
---	5/9/22	5/16/22
---	5/16/22	---
---	5/23/22	
---	---	

2.85	0.95	0.5

August 17, 2022

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

Ladies and Gentlemen:

RESOLUTION APPROVING OF DUAL LANGUAGE SIGNAGE IN BROWN COUNTY

WHEREAS, it is desirable for Brown County to allow for the installation and maintenance of Dual Language signs in Brown County, as further described in the proposed *Oneida Nation Maintenance Agreement*, attached to and incorporated into this Resolution by reference and attachment, as long as there is no material, installation or maintenance costs to the County of Brown; and

WHEREAS, said Dual Language signs shall be installed, maintained, and located in accordance with Wisconsin Department of Transportation guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby approves of the installation and maintenance of Dual Language signs in Brown County, as further described in the proposed *Oneida Nation Maintenance Agreement*, and in accordance with Wisconsin Department of Transportation guidelines, as long as there is no material, installation or maintenance costs to the County of Brown, and hereby directs that appropriate Brown County officials, agents and employees take any and all actions necessary to enter into said Agreement.

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

Respectfully submitted,

PLANNING, DEVELOPMENT
AND TRANSPORTATION
COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

22-096R

Authored by Corporation Counsel at direction of PD&T Committee
Final Draft Approved by Corporation Counsel's Office

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
ANTONNEAU	1				
DE WANE	2				
NICHOLSON	3				
JACOBSON	4				
THENO	5				
LEFEBVRE	6				
FRIBERG	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
AVERY	14				
FULLER	15				
KASTER	16				
VAN DYCK	17				
HOPKINS	18				
ADAMS	19				
COENEN	20				
SCHULTZ	21				
PETERS	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

Brown County

ONEIDA NATION MAINTENANCE AGREEMENT

Tribe: Oneida Nation

Year: 2022

The signatory, Oneida Nation (Tribe), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to provide maintenance activities for this Agreement (starting June 1, 2022 through December 31, 2022).

The Tribe agrees to fund 100% of the maintenance work received from the County in accordance with labor, machinery, and material costs invoiced including small tools and administration charges.

The Tribe hereby requests the following service from Brown County for the 2022 Agreement (please check one of the following options along with cost):

1. **General Maintenance** (See attached list of services Brown County can provide).

For the 2022 Agreement an estimated amount of:	\$10,000 to \$75,000
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2. **No Maintenance** (The Tribe does NOT wish to enter into an agreement with the County for 2021 for any maintenance services).

The persons signing this Agreement, which includes Attachment A and B, warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

FOR THE TRIBE:



Digitally signed by Troy D. Parr

Date: 2022.06.28 15:37:28 -05'00'

Name & Title

Date

FOR THE COUNTY:



Paul Fontecchio, Highway Commissioner
Brown County Highway Department

5/10/2022

Date

TRIBE MAINTENANCE AGREEMENT – ATTACHMENT A

A. GENERAL MAINTENANCE WORK SUMMARY

The following items are considered part of the general maintenance work the County can provide:

- General Road Maintenance (pothole repair, crack filling, road patching/repair etc.)
- Emergency Sign Repair/Installation (emergency work only)
- Traffic Signal Maintenance
- Shoulder Grading
- Guardrail Installation/Repair
- Winter Tree Cutting & Brushing
- Culvert Pipe Replacement (Including engineering & permitting if needed)
- Bridge Maintenance
- Pavement Sweeping

B. RATES

Brown County will charge machinery, labor, and material costs including small tools and administration charges for work performed per this agreement. The current 2022 rates will be used. All machinery, labor, and material costs are subject to a 5% administrative fee.

Machinery Rates

Machinery rates are per Wisconsin DOT Highway Maintenance Manual for Classified Equipment Rates Standard and Special Rated Units (Attachment B).

Labor Rates

The 2022 labor rates per employee classification per hour are as follows:

Superintendent	\$59.24
Foreman	\$45.02
Laborer/Operator	\$41.79
Summer Intern Laborer	\$24.24
Engineering Manager	\$73.37
Senior Civil Engineer	\$63.12
Civil Engineer	\$51.24
Engineering Technician II	\$47.88
Engineering Technician I	\$45.51
Engineering Summer Intern	\$24.24

C. BILLING

As work progresses, the Tribe will be billed monthly for the work performed in accordance with the provisions of this agreement.

D. INDEMNIFICATION

The Tribe hereby agrees to release, indemnify, defend and hold harmless Brown County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys' fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by the County, its officers, officials, employees, agent or assigns, unless caused by the County's or its officers, officials, employees, agents or assigns negligence or willful misconduct. The County does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

E. GOVERNING LAW

This Agreement shall be deemed to have been made in Brown County, Wisconsin and shall be governed by, construed under, and enforced in accordance with the laws of the State of Wisconsin. Actions or proceedings relating to this Agreement shall be litigated in a court of competent jurisdiction.

F. ASSIGNMENT

The rights and obligations of the Parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by either Party without the prior written consent of the other Party.

G. WAIVER

Waiver by either Party of a breach or a violation of any provision or term of this Agreement may not be construed to be a waiver of any subsequent breach.

H. HEADINGS

The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

I. NOTICE

Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

TRIBE:

Name and Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

BROWN COUNTY:

Paul Fontecchio, Highway Commissioner
Brown County Highway Department
2198 Glendale Avenue
Green Bay, Wisconsin 54303
920-492-4925 (phone)
920-434-4576 (fax)
BC_Highway@browncountywi.gov

All other correspondence may be sent by regular mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

J. SEVERABILITY

The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

K. DRAFTING

All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

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L. INTEGRATION

This Agreement contains the entire agreement and understanding concerning the subject matter between the parties and supersedes and replaces any and all prior negotiations, proposed agreements, and agreements written or oral. Each acknowledges that no other party, nor any agent of any party, has made promise, representation, or warranty whatsoever, expressed or implied, not contained herein, concerning the subject matter hereof, to induce the other party to execute this Agreement; and each party acknowledges that it has not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein. This Agreement shall not be modified, amended, or supplemented; and no provision of this Agreement shall be waived, except by a written agreement signed by all parties.

M. ENTIRE AGREEMENT

This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them with regard to this Maintenance Agreement. This Agreement is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the parties to amend this Agreement.

N. TRIBE'S AUTHORIZED PERSONNEL

The Tribe authorizes the following individuals to request services on behalf of the Tribe by telephone or in writing (including email) with the County. All telephone conversations requesting services are considered binding.

Name (Printed Legibly or Typed)	Title

Attachment B (On Following Pages)



1.0 2022 Classified Equipment Rates Standard and Special Rated Units

Class Description Rate Est. Life

AIR COMPRESSORS

Rates are for the compressor and pneumatic tools used with the compressor, except breakers, jackhammers (class 929), and wagon drills. Rates do not include equipment used to transport the compressor.

402	125 through 209 CFM -----	16.62/hr.	10 years
403	210 CFM and over-----	22.98/hr.	10 years

BITUMINOUS EQUIPMENT

Note: Paver rates include the cost of automatic controls.

701	Bitumen kettle, 1-2 bbls, inclusive, includes fuel-----	24.28/hr.	8 years
702	Bitumen kettle, 3-5 bbls, inclusive, includes fuel-----	22.58/hr.	8 years
707	Tank car heater (except wood or coal fired)-----	20.64/hr.	12 years
708	Trailer style distributor, including tank and equipment, but not the truck-----	39.38/hr.	12 years
709	Patch material heater and mixer (surge bin), trailer or truck mounted----- (Alternate Photo)	15.88/hr.	12 years
710	Heating kettle, less than 300 gallons -----	47.10/hr.	8 years
711	Heating kettle, 300 gallons or more -----	49.82/hr.	8 years
712	Self-propelled paver and finishing machine -----	1.60/ton	8 years
713	Portable storage tank for oil/emulsion with heating unit; charge only for hours of heating or pumping-----	19.70/hr.	12 years
714	Portable supply or storage tank for oil/emulsion -----	201.52/day	12 years
716	Distributor, including truck, rear drive, 23,000 through 49,999 lbs-----	68.72/hr.	7 years
717	Distributor, including truck, tandem rear drive, 23,000 through 49,999 lbs-----	56.36/hr.	9 years
718	Distributor, including truck, tandem rear drive, 50,000 lbs and over -----	114.40/hr.	9 years
719	Pavement profiler, 2' and under, not self-propelled -----	52.30/hr.	10 years
720	Pavement profiler, self-propelled or not self-propelled over 2'----- (Alternate Photo)	89.48/hr.	8 years

GENERATORS, PORTABLE ELECTRIC

805	3,001 watt output through 10,000 watt output-----	20.44/hr.	12 years
806	10,001 watt output and over-----	57.36/hr.	12 years

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GRADERS, MOTOR

Note: The cost of automatic controls (i.e. lasers) is not included in the grader rates. A separate add-on rate for lasers is identified as class 315.

Classifications are in accordance with rated net flywheel horsepower (hp), exclusive of attachments. Horsepower shall be in accordance with Society of Automotive Engineers (S.A.E.) standard 1349.

302	Rear drive grader, less than 85 hp -----	36.76/hr.	10 years
305	Rear drive grader, 85 hp through 149 hp -----	62.96/hr.	10 years
307	Rear drive grader, 150 hp and greater -----	66.02/hr.	10 years
308	All wheel drive grader, any hp -----	77.36/hr.	10 years
315	Non-integrated, Slope control, used in grader -----	19.38/hr.	10 years

GRADERS, TOW TYPE ATTACHMENT

323	Any number of blades (Alternate Photo) -----	8.08/hr.	10 years
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MAINTAINER ATTACHMENTS

392	Hydraulically operated return blade -----	6.50/hr.	10 years
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MOWERS AND MOWER ATTACHMENTS

410	Motorized lawnmower, less than 60" cut -----	14.22/hr.	5 years
411	Motorized lawnmower, 60" cut or more -----	23.64/hr.	5 years
412	Disc bine attachment -----	30.76/hr.	10 years
413	Single pan section, rotary or flail attachment -----	15.90/hr.	10 years
414	Sickle bar attachment -----	15.18/hr.	10 years
415	2 pan section (single unit), rotary or flail attachment -----	23.42/hr.	10 years
416	3 pan section (single unit), rotary or flail attachment -----	25.12/hr.	10 years

COMPACTORS

531	Tow-type, including sheepsfoot, vibrating and non-vibrating ----- (Alternate Photo) (Alternate Photo)	15.00/hr.	10 years
532	Self-propelled, non-vibratory -----	45.66/hr.	10 years
533	Self-propelled, vibratory, 1 through 2 tons -----	28.50/hr.	8 years
534	Self-propelled, vibratory, over 2 tons -----	38.28/hr.	8 years

SCRAPERS AND SCRAPER ATTACHMENTS

Scrapers are rated as a unit with the tractor used exclusively for scraper operation. Capacity is based on the manufacturer's truck capacity without sideboards

546	Scraper, single engine -----	97.16/hr.	10 years
547	Scraper, twin-engine -----	96.80/hr.	10 years

SHOULDERING MACHINES

450	Shoulder reclaimer (Alternate Photo) -----	18.38/hr.	10 years
451	Shoulder machine attachment -----	78.44/hr.	10 years
455	Self-propelled, (road widener) -----	136.44/hr.	10 years

EXCAVATORS

Complete units classified by capacity, including the truck or tractor. Capacity is based on manufacturer's rating.

552	Truck mounted, including hydraulic cable operated combination backhoe units--	55.48/hr.	10 years
555	Track-type backhoe, through 99 hp -----	46.92/hr.	10 years
557	Self contained excavator, rubber tire -----	57.68/hr.	10 years
558	Shovel, track-type (100 through 149 hp)-----	49.16/hr.	10 years
559	Shovel, track-type (150 hp and over) -----	63.04/hr.	10 years

SNOW PLOWS, MOTOR GRADER AND TRACTOR ATTACHMENTS

612	Widening wing -----	34.50/hr.	10 years
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SNOW PLOWS, ATTACHMENTS

632	V-shape -----	37.06/hr.	10 years
633	Power reversible, truck mounted (Alternate Photo) -----	13.82/hr.	10 years
634	One-way (including motor grader or tractor attachments) -----	11.00/hr.	10 years
635	Widening wing -----	12.98/hr.	10 years
636	Underbody, fixed moldboard-----	16.66/hr.	10 years
637	Underbody, power reversible moldboard -----	19.44/hr.	10 years

SPREADER ATTACHMENTS

These attachments are for applying sand, chips, or deicers. Units purchased after 1/1/86 shall be capable of calibration within 10% of the recommended sodium chloride application rate (100 to 300 lbs./lane mile) at speeds of 15 to 35 miles per hour. The term "computer controlled" means that the controller receives a vehicle speed signal and a spreader feed signal (i.e., closed loop is terminology also used within the industry) and can be calibrated in pounds and liquid per mile. These controllers can be calibrated to apply the exact amount of granular and liquid material per mile at any speed.

420	Spreader, tailgate mounted, computer controlled with on board pre-wetting system (may include anti-icing spray bar)-----	14.88/hr.	8 years
421	Spreader, hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized, with on board pre-wetting system (may include anti-icing spray bar) -----	30.66/hr.	8 years
422	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, non-computerized, with on board pre-wetting system -----	20.92/hr.	8 years
423	Spreader, tailgate mounted, non-computerized, with on board pre-wetting system -----	10.92/hr.	8 years
424	Tailgate mounted, non-computerized-----	10.46/hr.	8 years

425	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, non-computerized (without pre-wetting system)-----	22.84/hr.	8 years
426	Tailgate mounted, computer controlled (without pre-wetting system) -----	13.76/hr.	8 years
427	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized (without pre-wetting system) ----- (Alternate Photo)	30.70/hr.	8 years
428	Zero-velocity type spreader, includes 'pre-wetting' type system (may include anti-icing spray bar)-----	29.16/hr.	8 years

SPREADERS, SELF-PROPELLED CHIP

440	Single width with mechanical extension-----	152.16/hr.	10 years
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SWEEPERS AND ATTACHMENTS

431	Broom, power take-off or hydraulic pump driven, attached to separate vehicle class -----	39.36/hr.	10 years
432	Broom, self-powered, pulled by separate vehicle-----	39.56/hr.	10 years
433	Street sweeper, mechanical debris collection system, self-propelled -----	103.04/hr.	10 years
434	Broom, self powered, self-propelled -----	48.72/hr.	10 years
435	Vacuum debris collection system, with or without sweeper, self-propelled (Alternate Photo) -----	87.40/hr.	10 years

TRACTORS/SKID STEERS/END LOADERS/DOZERS

These units shall be rated by net flywheel SAE horsepower (hp). Net horsepower shall be in accordance with Society of Automotive Engineers (SAE) standard 1349, and shall not exceed that stated in the manufacturer's national advertising.

202	Wheel-type, 12 through 34 hp-----	25.42/hr.	10 years
203	Wheel-type, 35 through 49 hp-----	24.14/hr.	10 years
204	Wheel-type, 50 through 64 hp-----	32.60/hr.	10 years
205	Wheel-type, 65 through 79 hp-----	30.88/hr.	10 years
206	Wheel-type, 80 through 99 hp-----	32.22/hr.	10 years
207	Wheel-type, 100 through 149 hp-----	48.16/hr.	10 years
208	Wheel-type, 150 through 214 hp-----	63.18/hr.	10 years
209	Wheel-type, 215 hp and more -----	70.38/hr.	10 years
215	Track-type dozer, through 79 hp-----	48.08/hr.	10 years
216	Track-type dozer, 80 through 99 hp-----	46.02/hr.	10 years
217	Track-type dozer, 100 through 149 hp-----	53.04/hr.	10 years
218	Track-type dozer, 150 through 214 hp-----	79.26/hr.	10 years
219	Track-type dozer, 215 hp and more -----	85.12/hr.	10 years
221	Agricultural type tractor/skid steer, 4- wheel drive or track type ----- 20 through 64 hp (Alternate Photo) (Alternate Photo)	30.08/hr.	10 years

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222	Agricultural type tractor/skid steer, 4- wheel drive or track type -----	31.20/hr.	10 years
	65 through 79 hp (Alternate Photo) (Alternate Photo)		
223	Agricultural type tractor/skid steer, 4- wheel drive or track type -----	35.16/hr.	10 years
	80 through 99 hp (Alternate Photo) (Alternate Photo)		
224	Agricultural type tractor/skid steer, 4- wheel drive units, 100 up to 175 hp-----	40.82/hr.	10 years
250	Backhoe/loader/tractor, (80 hp and over)-----	55.38/hr.	10 years

TRAILERS

Classification shall be based on the manufacturer's rated capacity for the specific model trailer

490	Less than 1 ton (use manufacturer's rated capacity) -----	11.84/hr.	10 years
491	1 through 4 tons (use manufacturer's rated capacity) -----	14.92/hr.	10 years
493	5 through 29 tons (use manufacturer's rated capacity)-----	21.40/hr.	10 years
496	30 tons and over (use manufacturer's rated capacity)-----	41.00/hr.	10 years

TRUCKS

Classifications shall be based on the manufacturer's gross vehicle weight (GVW) rating assigned to the specific model, including all component equipment recommended or required by the manufacturer, as listed in the current national advertising and specifications. No consideration shall be given to any GVW that may be assigned for a specific purpose, preferred service, limited area, or that is not included in the national advertising for that model. If optional GVW's or a range of GVW's are given without identifying equipment necessary to place the unit within the range, the average of the range shall be used.

The washing of trucks performing winter activities shall be charged to the job using activity code 072 in accordance with the truck washing parameters identified in HMM 02-25-01, Activity Codes. All other (non-winter) truck washing shall be charged to the truck unit.

101	Rear drive or 4wd, 15,000 lbs and less -----	14.66/hr.	6 years
103	Rear drive or 4wd, 15,001 through 17,999 lbs-----	18.98/hr.	6 years
104	Rear drive or 4wd, 18,000 through 22,999 lbs-----	25.36/hr.	6 years
106	Rear drive or 4wd, 23,000 lbs through 50,000 lbs-----	57.36/hr.	10 years
112	Rear drive, 4wd or 6wd, more than 50,000 lbs (Alternate Photo)-----	67.08/hr.	15 years
117	Tandem rear drive through 49,999 lbs -----	48.88/hr.	9 years
118	Tandem rear drive, 50,000 lbs and over -----	74.08/hr.	9 years
1118	Tandem rear drive, 50,000 lbs and over, with tri-axes-----	64.54/hr.	9 years
1128	Tandem rear drive, 50,000 lbs and over, with quad-axes-----	51.66/hr.	9 years

VEHICLES

114	Automobiles -----	0.88/mile	100,000mi
115	Commissioner Vehicle (Administration Account) -----	set rate locality	100,000mi
119	Vans and SUV's-----	15.04/hr.	5 years
120	Patrol superintendent vehicles -----	0.58/mile	100,000mi

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MISCELLANEOUS EQUIPMENT

901	Backhoe attachment/Grapple (Alternate Photo) -----	14.60/hr.	10 years
902	Brush chipper-----	33.22/hr.	8 years
906	Mechanical tamper, self-powered-----	33.96/hr.	8 years
907	Ripper attachments for graders or tractors-----	153.64/hr.	10 years
908	Surge bin-----	59.32/hr.	15 years
910	Arrow board, self contained on trailer or truck mounted-----	3.96/hr.	10 years
911	Conveyor-----	15.50/hr.	12 years
912	Mudjack-----	54.74/hr.	10 years
915	Post hole digger (auger), attachment-----	32.58/hr.	10 years
918	Screening plant-----	0.36/ton	10 years
919	Spring tooth or disc harrow attachment-----	10.84/hr.	10 years
923	Water pump, centrifugal (with or without trailer) (Alternate Photo) -----	29.18/hr.	5 years
924	Water pump, diaphragm-----	17.50/hr.	5 years
925	Sprayer, multi-purpose stand alone, liquid distribution system, including tank, spray bar, nozzles, to be used for spot weed spraying or dust control, excluding anti-icing.-----	14.04/hr.	10 years
926	Water tanker or portable tank with pump and spray bars, not for anti-icing, exclusive of motive equipment (no charge may be made while in transit)----- (Alternate Photo)	28.90/hr.	8 years
930	Hydro-seeder with water supply-----	47.64/hr.	10 years
931	Mulch spreader with water supply-----	60.58/hr.	10 years
932	Brush cutter, (backhoe mounted on boom) (Alternate Photo) -----	30.84/hr.	5 years
933	Shoulder drag-----	15.16/hr.	10 years
934	Concrete saw, through 9 hp, including blades-----	51.10/hr.	3 years
935	Concrete saw, 10 through 24 hp, including blades-----	47.82/hr.	5 years
936	Concrete saw, 25 hp and over, includes blades-----	72.64/hr.	10 years
937	Hot air lance-----	7.28/hr.	5 years
938	Pavement router/joint cleaner/roto-cutter, asphalt, including bits-----	48.84/hr.	5 years
939	Field office, Class A-----	82.08/day	15 years
940	Brush cutter (tractor mounted)-----	21.46/hr.	3 years
941	Bump burner, infrared or open flame grader attach-----	121.02/hr.	12 years
942	Post pusher/driver (wood or metal)-----	24.52/hr.	12 years
946	Trailer, sign-----	13.12/day	10 years

947	Portable pressure washer (heated or not heated) - attached wheels, capacity thru 20 hp -----	43.52/hr.	10 years
948	Aerial platform (self-propelled or trailer mounted / not mounted on a truck) -----	25.36/hr.	12 years
949	Attenuator (with or without arrow board) -----	11.54/hr.	10 years
950	Centerliner, mounted on dual axle truck -----	106.36/hr.	10 years
951	Centerliner, mounted on single axle truck -----	89.28/hr.	12 years
952	Liquid dust control, applicator only -----	0.12/gal	8 years
953	Boom for mowers, attached to tractor -----	16.00/hr.	10 years
954	Sign truck, any combination of storage cabinets, auger and aerial platform (primarily used for installing signs) -----	30.30/hr.	10 years
955	Tailgate conveyor or spreader box -----	31.96/hr.	12 years
956	Hydraulic drill -----	33.06/hr.	8 years
958	Message board (programmable) maximum charge of 12 hours in a 24 hr period -----	5.10/hr.	10 years
960	Portable pressure washer (heated or not heated) - attached wheels, capacity 21 hp and greater -----	55.54/hr.	10 years
970	Boom utility truck, any combination of storage cabinets, auger and man bucket (not primarily used for sign installation)-----	61.84/hr.	10 years
975	Welder, electric, 0 - 300 amp capacity (does not include cost of welding rod) ----	12.14/hr.	10 years
976	Welder, electric, 301 amp capacity and up (does not include cost of welding rod) -----	6.18/hr.	10 years



1.0 2022 Non-standard Equipment Numeric Listing

<u>Class</u>	<u>Description</u>	<u>Est. Life</u>	<u>2022 Rates</u>
9006	Air Compressor (< 125 cu.ft.)	10 years	14.28 /hr.
9011	Joint Cleaner (Blower)	10 years	4.96 /hr.
9012	Bale Chopper or Mulcher, 25 hp or greater or PTO (Alternate Photo)	10 years	46.08 /hr.
9013	Auger, Salt	10 years	28.74 /hr.
9017	Concrete Repair Gun	7 years	128.04 /hr.
9018	Curb Paver, Bituminous	12 years	3.70 /hr.
9020	Crane, 45 tons, 104' boom	15 Years	set rate locally
9022	Boats (Pontoon)	10 Years	set rate locally
9023	Boats (Row)	10 years	12.36 /day
9031	Landfill Compactor	10 years	51.24 /hr.
9035	Crane (Up to 10 tons)	15 years	69.82 /hr.
9036	Centerliner, push-type	12 years	19.22 /hr.
9038	Cutter Crusher or Mulch Krimper (Alternate Photo)	10 years	12.58 /hr.
9039	Conveyor w/ silo	12 years	set rate locally(tons)
9041	Crane (10 to 18 tons)	15 years	291.60 /hr.
9046	Golf Cart	10 years	8.88 /hr.
9048	Drill, Grain	10 years	29.64 /hr.
9050	Finishing Machine, gas power	10 years	32.00 /hr.
9051	Elevator	12 years	16.94 /hr.
9054	Hammer, hydraulic, 100 thru 1100 ft/lbs, CIMA rating	10 years	34.16 /hr.
9061	Truck Bed System, hot box	10 years	6.44 /hr.
9070	Crane, Hydraulic (Truck Mtd.)	10 years	11.48 /hr.
9073	Landscape Box	12 years	3.58 /hr.
9079	Cold Milling Machine, Over 80 hp	12 years	set rate locally
9080	Mortar Mixer	7 years	35.22 /hr.
9081	Patch Machine, spray-injection, trailer mounted	12 years	46.30 /hr.
9082	Pothole Patcher, spray injection, truck mounted, single unit	12 years	40.66 /hr.
9084	Pile Drivers	12 years	set rate locally
9087	Pug Mill	12 years	set rate locally
9088	Portable Traffic Signals, max 12/hr/day, 4 unit sets, includes trailer	7 years	24.80 /hr.
9089	Paver, tailgate	12 years	13.34 /hr.
9090	Plows, rotary (mtd. on sm. trac.)	5 years	44.28 /hr.
9091	Snow Pusher, 13' and above	10 years	28.68 /hr.
9092	Retro-reflectometer	10 years	73.16 /day
9095	Snow Blower, rotary, hydraulic or PTO driven, does not use fuel	10 years	172.14 /hr.
9109	Roller, push-type vibrating	8 years	11.00 /hr.

9111	Speed Monitor (all)	10 years	8.70 /day
9112	Router	10 years	set rate locally
9113	Rake, rock/Hydraulic Grapple (Alternate Photo)	10 years	22.18 /hr.
9114	Roto-tiller (attachment)	8 years	35.54 /hr.
9118	Scaffolding w/ electric hoist	15 years	set rate locally
9128	Scaffolding (staging)	15 years	21.68 /day
9130	Scaffolding (sections)	15 years	44.66 /sec/mo
9133	Scraper, tow behind	10 years	set rate locally
9134	Scraper, truck style	10 years	53.58 /hr.
9141	Sewer Cleaner	10 years	146.62 /hr.
9142	Shredder, Dirt	10 years	84.52 /hr.
9149	Sign Maker	10 years	9.92 /hr.
9150	Stump Cutter, self powered	10 years	44.60 /hr.
9151	Heater, Patch, tailgate	8 years	8.52 /hr.
9152	Stump Cutter, hydraulic	10 years	30.44 /hr.
9155	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, with ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 0 to 499 gallons	8 years	33.62 /hr.
9156	Spreader, Mini	8 years	set rate locally
9159	Transit, Laser	10 years	8.16 /hr.
9160	Survey Equip Total Station	10 years	31.06 /hr.
9161	Survey Equip Instrument	10 years	set rate locally
9162	Survey Equip GPS	10 years	9.52 /hr.
9163	Survey Equip	10 years	set rate locally
9165	Survey Equip GPS	6 years	25.80 /hr.
9168	Trailer, Construction Shed	10 years	83.94 /day
9175	Trenching Shield	10 years	333.24 /day
9176	Trencher	10 years	set rate locally
9177	Trench Compactor	10 years	80.06 /hr.
9178	Earth Saw or Trenching attachment (Alternate Photo)	10 years	30.46 /hr.
9186	Screed, vib. strike-off	10 years	35.42 /hr.
9188	Wrench for train cars	7 years	38.00 /hr.
9199	Culvert Steamer/Pressure Washer, trailer or skid mounted	10 years	37.18 /hr.
9201	All Terrain Vehicle	10 years	19.34 /hr.
9206	Reclaimer, Over 400 hp, 96" (teeth charged to project)	10 years	243.98 /hr.
9207	Reclaimer, Under 400 hp (teeth charged to project)	10 years	172.62 /hr.
9208	Profiler, planer small	8 years	19.28 /hr.
9209	Re-enforcement Rod	10 years	set rate locally
9230	Scrubber, Floor	10 years	set rate locally
9231	Scraper (Sept. Wheel, cable)	10 years	12.56 /hr.
9232	Scraper (10 to 14 cu. yds.)	10 years	set rate locally
9235	Conveyor, Electric (20 hp/36" x 50')	12 years	70.74 /hr.
9236	Conveyor, stainless or galvanized, hydraulic or electric, 70' or greater	12 years	131.40 /hr.

9240	<u>Fence Installer (for silt)</u>	10 years	31.70 /hr.
9241	<u>Sewer Cleaner large, on trailer</u>	10 years	60.28 /hr.
9246	<u>Generator, electric (over 20 kw)</u>	12 years	20.82 /hr.
9247	<u>Shovel, over 200 hp</u>	10 years	63.14 /hr.
9251	<u>Feeder Hopper</u>	5 years	25.88 /hr.
9254	<u>Hammer, hydraulic, 1101 ft/lbs and over CIMA rating</u>	10 years	31.52 /hr.
9255	<u>Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, without ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 0 to 499 gallons</u>	8 years	23.68 /hr.
9256	<u>Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, with ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 500 gallons and greater</u>	8 years	36.92 /hr.
9257	<u>Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, without ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 500 gallons and greater</u>	8 years	33.88 /hr.
9258	<u>Sweeper, Floor</u>	5 years	114.18 /day
9260	<u>Compactor, Hydraulic</u>	10 years	46.34 /hr.
9265	<u>Trailer, Live Bottom (w/ conveyor)</u>	7 years	set rate locally
9272	<u>Asphalt Wedger, with or without engine</u>	5 years	126.88 /hr.
9275	<u>Truck, Mobile Public Assistance Vehicle</u>	5 years	16.40 /hr.
9284	<u>Bale Chopper/Mulcher, less than 25 hp</u>	10 years	28.76 /hr.
9286	<u>Welder and Generator (engine driven)</u>	10 years	22.44 /hr.
9296	<u>Snow Blower, powered by engine, rotary plow, integral unit, used exclusively for snow plowing and uses motor fuel</u>	10 years	319.98 /hr.
9298	<u>Post Pounder</u>	10 years	30.00 /hr.
9310	<u>Compactor, vibrating</u>	6 years	set rate locally
9312	<u>Boom Lift, towed on own trailer</u>	10 years	60.70 /hr.
9336	<u>Centerliner, mounted on tri-axle or quad-axle truck</u>	10 years	124.36 /hr.
9340	<u>Crane, 8.5 carry deck, platform</u>	10 years	set rate locally
9346	<u>Dowel Drill</u>	10 years	44.74 /hr.
9347	<u>Hopper Conveyor, skid mtd.</u>	6 years	set rate locally
9348	<u>Hopper Feeder for spreader (to shed)</u>	8 years	27.92 /hr.
9349	<u>Spreader, v-box insert, small, self-contained</u>	8 years	71.10 /hr.
9351	<u>Forklift, VERY lg, 110 hp telesc. Reach</u>	10 years	84.06 /hr.
9352	<u>Forklift</u>	10 years	68.30 /hr.
9354	<u>Hammer, Hydraulic, stand alone</u>	10 years	106.36 /hr.
9355	<u>Rock Box</u>	10 years	226.26 /hr.
9356	<u>Sweeper, Lawn</u>	10 years	set rate locally
9357	<u>Sweeper, regen, mtd on 2 axles</u>	10 years	set rate locally
9360	<u>Chip Spreader, hydra Ext.</u>	10 years	199.90 /hr.
9372	<u>Light Tower</u>	15 years	30.22 /hr.
9375	<u>Vacuum, (Jet Vac)</u>	10 years	66.06 /hr.
9377	<u>Vegetation Unit</u>	10 years	24.16 /hr.

9387	Emergency response trailer, fully enclosed with area that could be used as a command center with radio communications	12 years	368.12 /day
9388	Emergency response trailer, fully enclosed without area for command center operations		set rate locally
9389	Emergency response trailer – open trailer for transporting supplies and tools to the incident		set rate locally
9400	Crane (75 tons and over)	15 years	set rate locally
9404	Snow Blower, rotary, powered by engine, uses motor fuel	10 years	401.14/hr.
9406	Brush Chipper, 3 point tractor mounted	10 years	27.22/hr.
9408	Brush Cutter and Mulcher, hydraulic driven, equipment mounted	10 years	46.42 /hr.
9410	Infrared Asphalt Heater, trailer mounted	20 years	set rate locally
9412	Offset Hitch	10 years	16.88/hr.
9414	Skid Steer Mounted Shoulder Machine	10 years	16.82/hr.
9416	Temporary Portable Rumble Strips (6 strip set, includes carrier)	5 years	30.00/day
9418	Truck Mount Mower, includes truck, boom and power source	10 years	62.72/hr.
9420	Shot Blaster, includes vacuum	5 years	66 /hr
9422	Confined Space Entry Equipment	6 years	127.00 /day
9424	GPS Grade Controller (Alternate Photo)	10 years	set rate locally
9426	Tree Shears, excavator attachment	5 years	set rate locally
9428	Sign Trailer, with auger and lift	10 years	set rate locally
9430	Tow Plow	10 years	83.10 /hr.
9432	Hydraulic Bucket	12 years	set rate locally
9434	Automatic Barrel Recovery Unit	8 years	set rate locally
9436	Barrel Recovery Trailer	8 years	set rate locally

2022 Non-standard Equipment Alphabetical Listing

<u>Class</u>	<u>Description</u>	<u>Est. Life</u>	<u>2022 Rates</u>
9006	Air Compressor (< 125 cu.ft.)	10 years	14.28 /hr.
9201	All Terrain Vehicle	10 years	19.34 /hr.
9272	Asphalt Wedger, with or without engine	5 years	126.88 /hr.
9013	Auger, Salt	10 years	28.74 /hr.
9434	Automatic Barrel Recovery Unit	8 years	set rate locally
9012	Bale Chopper or Mulcher, 25 hp or greater or PTO (Alternate Photo)	10 years	46.08 /hr.
9284	Bale Chopper/Mulcher, less than 25 hp	10 years	28.76 /hr.
9436	Barrel Recovery Trailer	8 years	set rate locally
9022	Boats (Pontoon)	10 Years	set rate locally
9023	Boats (Row)	10 years	12.36 /day
9312	Boom Lift, towed on own trailer	10 years	60.70 /hr.
9406	Brush Chipper, 3 point tractor mounted	10 years	27.22/hr.
9408	Brush Cutter and Mulcher, hydraulic driven, equipment mounted	10 years	46.42 /hr.
9336	Centerliner, mounted on tri-axle or quad-axle truck	10 years	124.36 /hr.
9036	Centerliner, push-type	12 years	19.22 /hr.
9360	Chip Spreader, hydra, Ext.	10 years	199.90 /hr.
9079	Cold Milling Machine, Over 80 hp	12 years	set rate locally
9310	Compactor, gyrating	6 years	set rate locally

9260	Compactor, Hydraulic	10 years	46.34 /hr.
9017	Concrete Repair Gun	7 years	128.04 /hr.
9422	Confined Space Entry Equipment	6 years	127.00/day
9039	Conveyor w/ silo	12 years	set rate locally(tons)
9235	Conveyor, Electric (20 hp/36" x 50")	12 years	70.74 /hr.
9236	Conveyor, stainless or galvanized, hydraulic or electric, 70' or greater	12 years	131.40 /hr.
9041	Crane (10 to 18 tons)	15 years	291.60 /hr.
9400	Crane (75 tons and over)	15 years	set rate locally
9035	Crane (Up to 10 tons)	15 years	69.82 /hr.
9020	Crane, 45 tons, 104' boom	15 Years	set rate locally
9340	Crane, 8.5 carry deck, platform	10 years	set rate locally
9070	Crane, Hydraulic (Truck Mtd.)	10 years	11.48 /hr.
9199	Culvert Steamer/Pressure Washer, trailer or skid mounted	10 years	37.18 /hr.
9018	Curb Paver, Bituminous	12 years	3.70 /hr.
9038	Cutter Crusher or Mulch Krimper (Alternate Photo)	10 years	12.58 /hr.
9346	Dowel Drill	10 years	44.74 /hr.
9048	Drill, Grain	10 years	29.64 /hr.
9178	Earth Saw or Trenching attachment (Alternate Photo)	10 years	30.46 /hr.
9051	Elevator	12 years	16.94 /hr.
9389	Emergency response trailer – open trailer for transporting supplies and tools to the incident		set rate locally
9387	Emergency response trailer, fully enclosed with area that could be used as a command center with radio communications	12 years	368.12 /day
9388	Emergency response trailer, fully enclosed without area for command center operations		set rate locally
9251	Feeder Hopper	5 years	25.88 /hr.
9240	Fence Installer (for silt)	10 years	31.70 /hr.
9050	Finishing Machine, gas power	10 years	32.00 /hr.
9352	Forklift	10 years	68.30 /hr.
9351	Forklift, VERY lg, 110 hp telesc Reach	10 years	84.06 /hr.
9246	Generator, electric (over 20 kw)	12 years	20.82 /hr.
9046	Golf Cart	10 years	8.88 /hr.
9424	GPS Grade Controller (Alternate Photo)	10 years	set rate locally
9054	Hammer, hydraulic, 100 thru 1100 ft/lbs, CIMA rating	10 years	34.16 /hr.
9254	Hammer, hydraulic, 1101 ft/lbs and over CIMA rating	10 years	31.52 /hr.
9354	Hammer, Hydraulic, stand alone	10 years	106.36 /hr.
9151	Heater, Patch, tailgate	8 years	8.52 /hr.
9347	Hopper Conveyor, skid mtd.	6 years	set rate locally
9348	Hopper Feeder for spreader (to shed)	8 years	27.92 /hr.
9432	Hydraulic Bucket	12 years	set rate locally
9410	Infrared Asphalt Heater, trailer mounted	20 years	set rate locally
9011	Joint Cleaner (Blower)	10 years	4.96 /hr.
9031	Landfill Compactor	10 years	51.24 /hr.
9073	Landscape Box	12 years	3.58 /hr.

9372	Light Tower	15 years	30.22 /hr.
9080	Mortar Mixer	7 years	35.22 /hr.
9412	Offset Hitch	10 years	16.88 /hr.
9081	Patch Machine, spray-injection, trailer mounted	12 years	46.30 /hr.
9089	Paver, tailgate	12 years	13.34 /hr.
9084	Pile Drivers	12 years	set rate locally
9090	Plows, rotary (mtd. on sm. trac.)	5 years	44.28 /hr.
9088	Portable Traffic Signals, max 12/hr/day, 4 unit sets, includes trailer	7 years	24.80 /hr.
9298	Post Pounder	10 years	30.00 /hr.
9082	Pothole Patcher, spray injection, truck mounted, single unit	12 years	40.66 /hr.
9208	Profiler, planer small	8 years	19.28 /hr.
9087	Pug Mill	12 years	set rate locally
9113	Rake, rock/Hydraulic Grapple (Alternate Photo)	10 years	22.18 /hr.
9206	Reclaimer, Over 400 hp, 96" (teeth charged to project)	10 years	243.98 /hr.
9207	Reclaimer, Under 400 hp (teeth charged to project)	10 years	172.62 /hr.
9209	Re-enforcement Rod	10 years	set rate locally
9092	Retro-reflectometer	10 years	73.16 /day
9355	Rock Box	10 years	226.26 /hr.
9109	Roller, push-type vibrating	8 years	11.00 /hr.
9112	Router	10 years	set rate locally
9114	Roto-tiller (attachment)	8 years	35.54 /hr.
9130	Scaffolding (sections)	15 years	44.68 /sec/mo
9128	Scaffolding (staging)	15 years	21.68 /day
9118	Scaffolding w/ electric hoist	15 years	set rate locally
9232	Scraper (10 to 14 cu. yds.)	10 years	set rate locally
9231	Scraper (Seprt. Wheel, cable)	10 years	12.56 /hr.
9133	Scraper, tow behind	10 years	set rate locally
9134	Scraper, truck style	10 years	53.58 /hr.
9186	Screed, vibrt. strike-off	10 years	35.42 /hr.
9230	Scrubber, Floor	10 years	set rate locally
9141	Sewer Cleaner	10 years	146.62 /hr.
9241	Sewer Cleaner large, on trailer	10 years	60.28 /hr.
9420	Shot Blaster, includes vacuum	5 years	.66 /hr.
9247	Shovel, over 200 hp	10 years	63.14 /hr.
9142	Shredder, Dirt	10 years	84.52 /hr.
9149	Sign Maker	10 years	9.92 /hr.
9428	Sign Trailer, with auger and lift	10 years	set rate locally
9414	Skid Steer Mounted Shoulder Machine	10 years	16.82 /hr.
9296	Snow Blower, powered by engine, rotary plow, integral unit, used exclusively for snow plowing and uses motor fuel	10 years	319.98 /hr.
9095	Snow Blower, rotary, hydraulic or PTO driven, does not use fuel	10 years	172.14 /hr.
9404	Snow Blower, rotary, powered by engine, uses motor fuel	10 years	401.14 /hr.
9091	Snow Pusher, 13' and above	10 years	28.68 /hr.
9111	Speed Monitor (all)	10 years	8.70 /day

9155	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, with ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 0 to 499 gallons	8 years	33.62 /hr.
9255	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, without ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 0 to 499 gallons	8 years	23.68 /hr.
9256	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, with ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 500 gallons and greater	8 years	36.92 /hr.
9257	Spray Bar Applicator, multiple purpose, including anti-icing liquid application system, without ground speed controller, to include tank, spray bar, pump, nozzles and hardware (either slide in, stand alone or pull behind) with tank size from 500 gallons and greater	8 years	33.88 /hr.
9156	Spreader, Mini	8 years	set rate locally
9349	Spreader, v-box insert, small, self-contained	8 years	71.10 /hr.
9152	Stump Cutter, hydraulic	10 years	30.44 /hr.
9150	Stump Cutter, self powered	10 years	44.60 /hr.
9163	Survey Equip	10 years	set rate locally
9162	Survey Equip GPS	10 years	9.52/hr.
9165	Survey Equip GPS	6 years	25.80 /hr.
9161	Survey Equip Instrument	10 years	set rate locally
9160	Survey Equip Total Station	10 years	31.06/hr.
9258	Sweeper, Floor	5 years	114.18 /day
9356	Sweeper, Lawn	10 years	set rate locally
9357	Sweeper, regen., mtd. on 2 axles	10 years	set rate locally
9416	Temporary Portable Rumble Strips (6 strip set, includes carrier)	5 years	30.00/day
9430	Tow Plow	10 years	83.10 /hr.
9168	Trailer, Construction Shed	10 years	83.94 /day
9265	Trailer, Live Bottom (w/ conveyor)	7 years	set rate locally
9159	Transit, Laser	10 years	8.16 /hr.
9426	Tree Shears, excavator attachment	5 years	set rate locally
9177	Trench Compactor	10 years	80.06 /hr.
9176	Trencher	10 years	set rate locally
9175	Trenching Shield	10 years	333.24 /day
9061	Truck Bed System, hot box	10 years	6.44 /hr.
9418	Truck Mount Mower, includes truck, boom and power source	10 years	62.72/hr.
9275	Truck, Mobile Public Assistance Vehicle	5 years	16.40 /hr.
9375	Vacuum, (Jet Vac)	10 years	66.06 /hr.
9377	Vegetation Unit	10 years	24.16/hr.
9286	Welder and Generator (engine driven)	10 years	22.44 /hr.
9198	Wrench for train cars	7 years	36.00 /hr.

**Brown County - Planning
Budget Status Report
May 31, 2022**

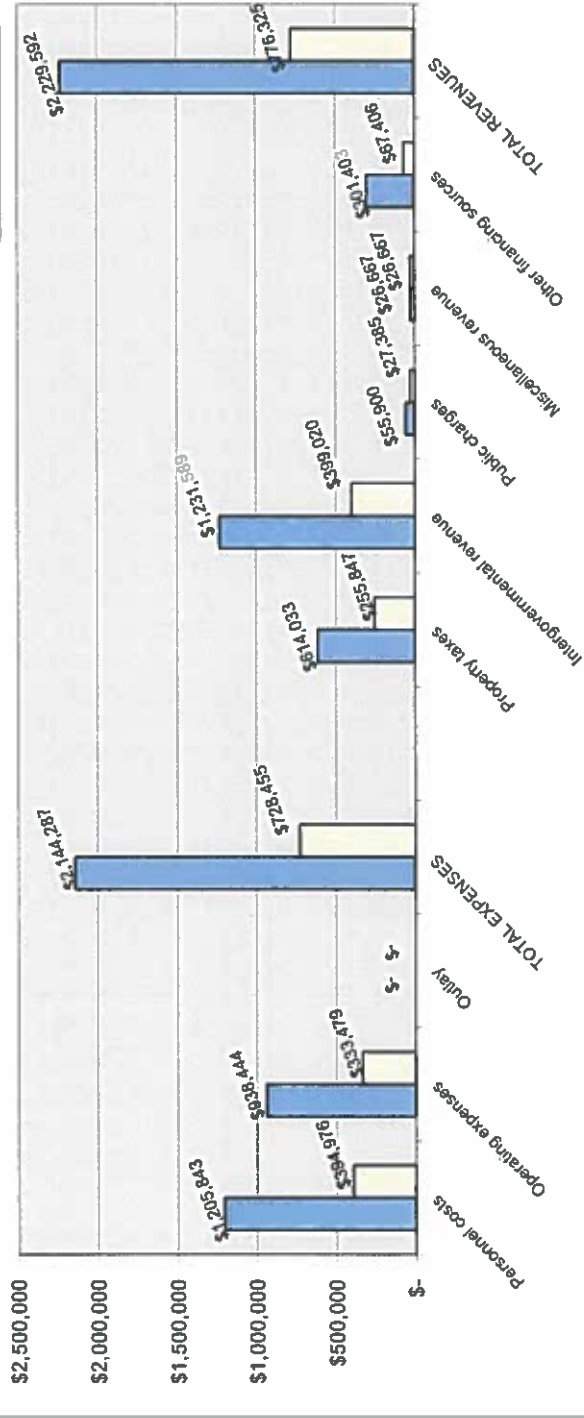
	2022 Amended Budget	2022 YTD Transactions	2021 Amended Budget	2021 YTD Transactions
Personnel costs	\$ 1,205,843	\$ 394,976	\$ 1,127,549	\$ 372,047
Operating expenses	\$ 938,444	\$ 333,479	\$ 921,720	\$ 296,331
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 2,144,287	\$ 728,455	\$ 2,049,269	\$ 668,377
Property taxes	\$ 614,033	\$ 255,847	\$ 497,314	\$ 207,214
Intergovernmental revenue	\$ 1,231,589	\$ 399,020	\$ 1,241,700	\$ 397,895
Public charges	\$ 55,900	\$ 27,385	\$ 51,540	\$ 30,699
Miscellaneous revenue	\$ 26,667	\$ 26,667	\$ 46,347	\$ 26,667
Other financing sources	\$ 301,403	\$ 67,406	\$ 206,481	\$ 26,200
TOTAL REVENUES	\$ 2,229,592	\$ 776,325	\$ 2,043,382	\$ 688,675

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - May 31, 2022 - Unaudited



**Brown County - Property Listing
Budget Status Report
May 31, 2022**

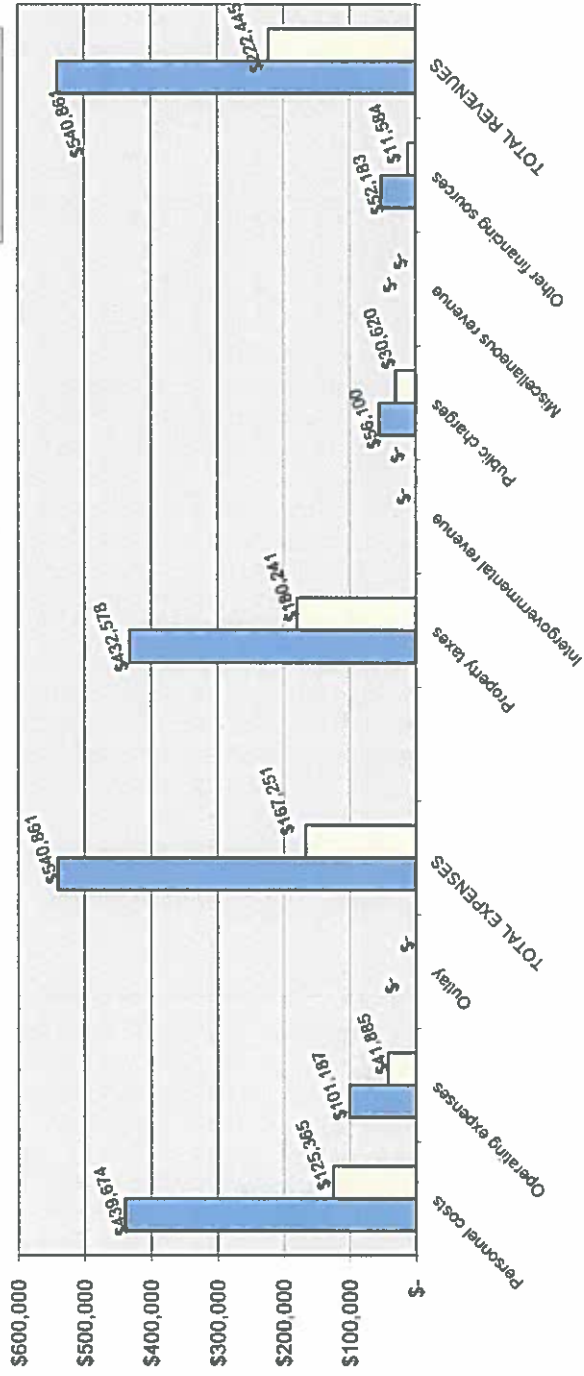
	2022 Amended Budget	2022 YTD Transactions	2021 Amended Budget	2021 YTD Transactions
Personnel costs	\$ 439,674	\$ 125,365	\$ 449,128	\$ 173,984
Operating expenses	\$ 101,187	\$ 41,885	\$ 122,593	\$ 47,583
Outlay	\$ -	\$ -	\$ 26,800	\$ 26,701
TOTAL EXPENSES	\$ 540,861	\$ 167,251	\$ 598,521	\$ 248,269
Property taxes	\$ 432,578	\$ 180,241	\$ 481,267	\$ 200,528
Intergovernmental revenue	\$ -	\$ -	\$ -	\$ -
Public charges	\$ 56,100	\$ 30,620	\$ 49,200	\$ 37,780
Miscellaneous revenue	\$ -	\$ -	\$ -	\$ -
Other financing sources	\$ 52,183	\$ 11,584	\$ 62,026	\$ 2,268
TOTAL REVENUES	\$ 540,861	\$ 222,445	\$ 592,493	\$ 240,576

HIGHLIGHTS:

Expenditures: All expenditures are within anticipated levels.

Revenues: All revenues are progressing as anticipated.

Property Listing - May 31, 2022 - Unaudited



Brown County - Zoning
Budget Status Report
May 31, 2022

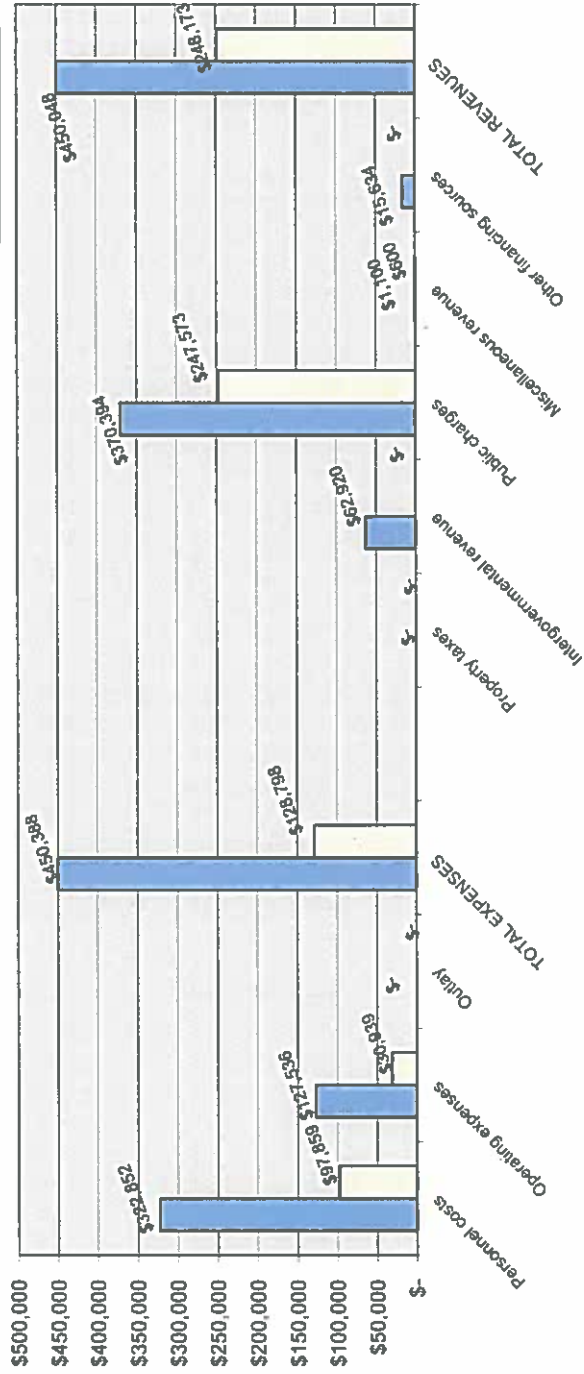
	2022 Amended		2021 Amended		2021 YTD	
	Budget	Transactions	Budget	Transactions	Budget	Transactions
Personnel costs	\$ 322,852	\$ 97,859	\$ 316,774	\$ 131,313	\$ 316,774	\$ 131,313
Operating expenses	\$ 127,536	\$ 30,939	\$ 126,717	\$ 31,369	\$ 126,717	\$ 31,369
Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 450,388	\$ 128,798	\$ 443,491	\$ 162,682	\$ 443,491	\$ 162,682
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	\$ 62,920	\$ -	\$ 62,920	\$ -	\$ 62,920	\$ -
Public charges	\$ 370,394	\$ 247,573	\$ 361,836	\$ 264,701	\$ 361,836	\$ 264,701
Miscellaneous revenue	\$ 1,100	\$ 600	\$ 1,100	\$ 550	\$ 1,100	\$ 550
Other financing sources	\$ 15,634	\$ -	\$ 13,782	\$ -	\$ 13,782	\$ -
TOTAL REVENUES	\$ 450,048	\$ 248,173	\$ 439,638	\$ 265,251	\$ 439,638	\$ 265,251

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: Public charges for P.O.W.T.S. program are progressing as planned.

Zoning - May 31, 2022 - Unaudited



GRANT AGREEMENT

**STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and**

NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period March 3, 2021 through December 31, 2024 (“Performance Period”) by and between the Wisconsin Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and Brown, County of (“Grantee”).

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021 Governor Tony Evers announced the launch of a \$200 million Neighborhood Investment Fund Grant Program (“Program”) providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Enterprise Operations (“Division”); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties' authorized representatives.

Brown, County of

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

BY: _____
(signature)

BY: _____
(signature)

NAME: _____
(print)

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PROJECT ID: ARPA-NIF-071

UEI #: DDNMD7YRLX58

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed \$15,000,000 (the “Grant Award”) to be used by Grantee solely for the purpose of paying for Eligible Expenses as defined in Article 5. The Department’s payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee in periodic payments as set forth in Attachment C. The Department reserves the right to reduce the award amount to account for proposed expenditures that do not meet the requirements of ARPA, 2 C.F.R. Part 200 (Uniform Guidance) requirements or the intent of the Program.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-I, constitute the complete agreement of the parties. The Attachments are as follows:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Semi-Annual Report and Payment Request
- Attachment D – Source of Funds
- Attachment E – Method of Payment
- Attachment F – Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds
- Attachment G – Completed Grant Application
- Attachment H – Grant Announcement
- Attachment I – Additional Conditions

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is March 3, 2021 through December 31, 2024, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department’s primary point of contact for purposes of administration of this Grant Agreement shall be Jana Steinmetz, Administrator, Division of Enterprise Operations, or such other person as the Department shall identify to Grantee in writing.

Grantee’s employee who shall serve as Grantee’s primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee’s interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee’s respective Articles of Organization, Articles of Incorporation, By-Laws, Member’s Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department: Jana Steinmetz
Administrator, Division of Enterprise Operations
Department of Administration
E-mail: NeighborhoodInvestmentFundProgram@wisconsin.gov

To Grantee: Name:
Title:
Email:
Phone:

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

Grantee shall prepare and submit a Scope of Work for Grantee’s project in the form of Attachment A and a Budget in the form of Attachment B. The Scope of Work shall set forth the major activities the Grantee will perform and the deliverables Grantee will provide for the project. The Budget shall set forth the amounts of the Grant Award that Grantee reasonably anticipates spending on various goods and services necessary to accomplish the tasks set forth in the Scope of Work. All amounts must be for Eligible Expenses as defined below.

“Eligible Expenses” are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

All modifications to the Scope of Work or Budget must be submitted to the Department for approval, and may require a signed written amendment agreed to by both parties if required by Department policy. Reasonable modifications to the Scope of Work or Budget may be approved by the Department if the modified expenses comply with ARPA, 2 C.F.R. Part 200 (Uniform Guidance), and the requirements of this Article, and are consistent with the intent and scope of the Program. The Department reserves the right to disapprove any requested modifications to Grantee’s Budget or Scope of Work. Modifications shall not result in the budget exceeding the Grant Award.

All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by

the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee according to the schedule set forth on Attachment C. Prior to receiving each advance of funds, Grantee shall provide to the Department a payment request and reporting form in accordance with Attachment C. The Department reserves the right to cease or revise payments of Grant Award funds or impose additional conditions, pursuant to Article 25 and Attachment I, in the event Grantee fails to report adequate progress toward achieving the activities outlined in Attachment A.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.R.F. 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee's reporting obligations are further set forth in Attachment C, unless more frequent or enhanced reporting is required pursuant to Article 25 and Attachment I.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

- a) Grantee's statements and representations in its grant application (Attachment G) are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.
- b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material

fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.
- e) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- f) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not listed on the Wisconsin Department of Transportation Listing of Debarred, Suspended and Ineligible Contractors.
- g) Grantee is not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List.
- h) Grantee is not listed on the Department's Ineligible Vendors Directory.
- i) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- j) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- k) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in the grant application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment F).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(i) of this Grant Agreement.

Specifically, as further specified in Attachment F, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by Grantee. Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall submit the plan to the Department of Administration, Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, and beneficiaries, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source, including but not limited to other grant awards received from the State pursuant to ARPA or the Coronavirus Relief Fund. Additional requirements of Grantee’s financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. § 200.302, all other rules, regulations and requirements of the funding source described in Attachment D and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee’s chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee’s financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must

include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 CFR § 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. §§ 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of five (5) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using Grant Award funds.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer

files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

ARTICLE 19. AUDIT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees, or their assignees, that expend more than \$750,000 of federal award funds in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. § 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the Treasury Department may determine are inapplicable to this Grant Award and subject to such exceptions that may be otherwise provided by Treasury Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services.

Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Grant Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. SUBLET OR ASSIGNMENT OF AGREEMENT

Except for work expressly attributed to sub-recipients and partners in Grantee's grant application, Grantee, its agents, sub-recipients, and subcontractors shall not sublet or assign all or any part of the work under this Grant Agreement without prior written approval of the Department. The Department reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State and Department bear no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the State and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 25. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to Grantee, as set forth in Attachment I. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 26. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 27. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation.

Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

ARTICLE 28. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 29. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

ARTICLE 30. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 31. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 32. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

[Attachments on following pages]

**ATTACHMENT A
Brown, County of
SCOPE OF WORK**

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

1. Scope of Work:

The Pulliam Power Plant Site, located at 1530 Bysby Avenue in the city of Green Bay, had operated as a coal-fired power plant since 1927. In 2018, Wisconsin Public Service (WPS) decommissioned the Pulliam Power Plant. The site is situated at the mouth of the Fox River within the Port of Green Bay in an area of the City adjacent to Interstate 43 and Canadian National Rail lines. The site is in Census Tract 1.00, a federally designated Opportunity Zone.

In January of 2022, Brown County purchased 43.89 acres of the site from WPS with the intent to upgrade site infrastructure and redevelop it for active Port operations. GLC Minerals, which operates a terminal adjacent to the site, has committed to purchasing a portion of the site to expand their existing operations with additional acres to be leased from the Port.

Due to the size of the project and the need to develop the Port site first, the Port Development Project has been separated into two phases: 1) Development of the approximately 44-acre site into a modern Port facility (Brown County project), and 2) Relocation of the C. Reiss Company (City of Green Bay project). The approximate cost of the County's Phase I activities is just over \$30 million. Phase II activities and costs have been estimated at \$31.2 million and will be refined based on the success of the City's ongoing negotiations with the C. Reiss Company to relocate to the improved Pulliam site. The redevelopment of this project will provide employment opportunities for all persons, including the area's minority populations and other disadvantaged individuals. This project has the potential to create new economic opportunity and business for the community.

The Port of Green Bay Development project includes the clearing and redevelopment of the former power plant site in order to provide an appropriate location for coal storage or other new Port operations. As noted in the grant application, the Brown County portion (Phase I) of this multi-phased project involves engineering design and construction activities required to make the site a modern port facility. Work will include the construction of dockwalls at the bulkhead line in the Fox River adjacent to the site; filling and riprapping near shore areas between the current shoreline and the bulkhead lines along both the bay of Green Bay and Fox River; clearing the site of any soil containing petroleum or coal residue; and filling of an old boat slip, a cooling water slough and other low areas of the site to raise the overall site above flood elevations. Stormwater management facilities will be constructed on-site; mooring bollards and crane pads will be installed, and the site will be graded and approximately 10 acres will be asphalted. As funding allows, rail lines and switches will be installed making the site truly multimodal serving truck, train and boat traffic.

Upon completion of Phase I activities, and under separate funding, the city of Green Bay will undertake Phase II of the project which will be based on the success of the city's ongoing negotiations with the C. Reiss Company to relocate to the improved Port Development Site.

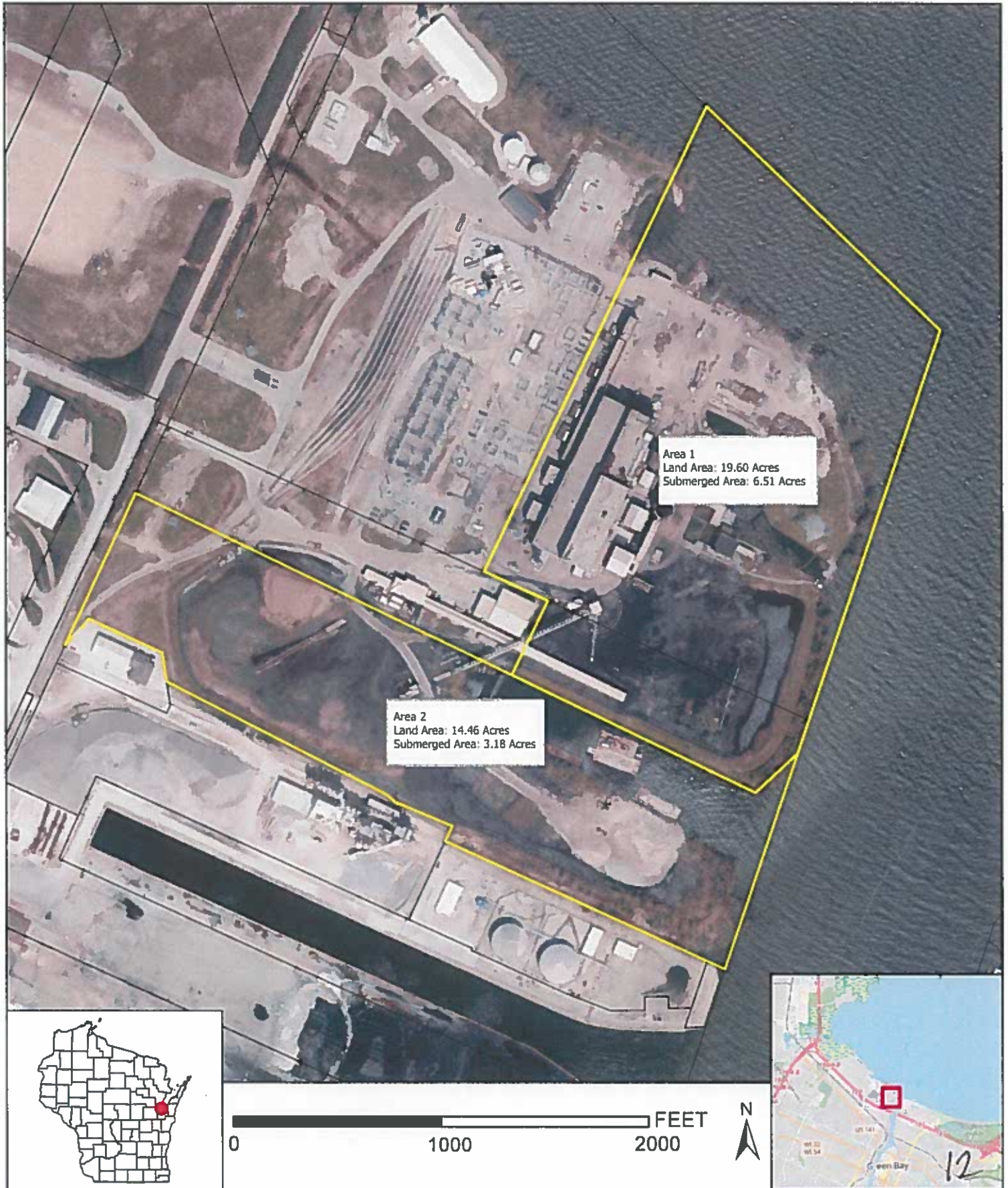
2. Timetable

Please insert below a description of the major tasks to be completed for your project (e.g., breaking ground on construction, completion of a building or remodel, commencement of new services) and the estimated dates on which they will occur.

Estimated Due Date	Activity
3/31/2023	Site Design & Engineering
9/30/2023	Site Clearing
3/31/2024	Dockwall Construction
6/30/2024	Dredging and Soil Placement
11/30/2024	Final Site Grading and Leveling
12/31/2024	Estimated Project Completion Date

Pulliam Power Plant
Sec. 24, T24N-R20E &
Sec. 19, T24N-R21E
Green Bay, Brown County, WI

Figure 1 Project Site



ATTACHMENT B
Brown, County of
BUDGET
NEIGHBORHOOD INVESTMENT PROGRAM

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

	Cost Category	Grant Funds	Cost Share (e.g. Match)	Total
A	Advertising	\$ -	\$ -	\$ -
B	Construction - New	\$ 8,116,420	\$ -	\$ 8,116,420
C	Construction - Remodel/Renovation	\$ -	\$ -	\$ -
D	Construction - Utility	\$ -	\$ -	\$ -
E	Construction - Remediation	\$ -	\$ -	\$ -
F	Construction - Contingency	\$ 2,098,908	\$ -	\$ 2,098,908
G	Depreciation	\$ -	\$ -	\$ -
H	Equipment	\$ -	\$ -	\$ -
I	Insurance	\$ -	\$ -	\$ -
J	Participant Support Costs	\$ -	\$ -	\$ -
K	Personnel - Salaries	\$ -	\$ -	\$ -
L	Personnel - Fringe Benefits	\$ -	\$ -	\$ -
M	Professional Services	\$ 4,784,672	\$ -	\$ 4,784,672
N	Real Property Acquisition	\$ -	\$ 2,700,000	\$ 2,700,000
O	Rental of Real Property & Equipment	\$ -	\$ -	\$ -
P	Supplies	\$ -	\$ -	\$ -
Q	Travel	\$ -	\$ -	\$ -
R	Vehicle Acquisition	\$ -	\$ -	\$ -
S	Other [add text]	\$ -	\$ -	\$ -
T	Other [add text]	\$ -	\$ -	\$ -
U	Other [add text]	\$ -	\$ -	\$ -
V	Other [add text]	\$ -	\$ -	\$ -
W	Other [add text]	\$ -	\$ -	\$ -
X	Other [add text]	\$ -	\$ -	\$ -
Y	Other [add text]	\$ -	\$ -	\$ -
Z	Other [add text]	\$ -	\$ -	\$ -
AA	Subawards (e.g. subrecipients) – Total Direct	\$ -	\$ -	\$ -
BB	Subawards (e.g. subrecipients) – Total Indirect	\$ -	\$ -	\$ -
CC	Program Income	\$ -	\$ -	\$ -
DD	Indirect Costs	\$ -	\$ -	\$ -
EE	Total Direct (Sum rows A through Z)	\$ 15,000,000	\$ 2,700,000	\$ 17,700,000
FF	Total Indirect (Sum rows BB and DD)	\$ -	\$ -	\$ -
GG	Project Total (gross) (Sum rows EE and FF)	\$ 15,000,000	\$ 2,700,000	\$ 17,700,000
HH	Project Total (net) (Subtract row CC from Row GG)	\$ 15,000,000	\$ 2,700,000	\$ 17,700,000

**BUDGET COST CATEGORIES
NEIGHBORHOOD INVESTMENT PROGRAM**

In accordance with Federal regulation 2 CFR 200 Subpart E Cost Principles, all costs must be allowable, reasonable, allocable, and eligible. Certain costs may require pre-approval and additional details if not already itemized and approved in the Grantee's application budget.

The following table provides summary information intended to assist in the assignment of costs to the correct budget cost category. The description is not intended to provide comprehensive information related to allowable costs or other requirements a cost may be subject to. Grantees are encouraged to review the applicable sections of the Grant Agreement for further references to cost requirements.

Cost Category	Description
A Advertising	Costs of advertising media and corollary administrative costs. In general, <u>only advertising costs related solely to program outreach are allowable.</u>
B Construction - New	Erection of new structures or other improvements necessary for and as part of the approved project. Examples of eligible costs include materials and labor used for construction of the physical structure, as well as related <u>engineering, architecture, site preparation, and demolition costs.</u>
C Construction - Remodel/Renovation	Minor and major alterations or additions to existing structures or other improvements as part of the project. Examples of eligible costs include materials and labor used to create the remodeled/renovated structure, as well as <u>engineering, architecture, site preparation and demolition costs.</u>
D Construction – Utility Service	Costs associated with new utility service or utility service upgrades to support approved project construction costs. Only includes the costs associated with providing utility service to the project building or grounds (e.g., connecting to water and sewer, upgrading electrical service capacity). Allowable only with written pre-approval from the Department.
E Construction - Remediation	Certain construction, site or structure costs associated with site decontamination, removal of hazardous substances, or environmental remediation that are allowable and necessary to complete an approved project. <u>Allowable only with written pre-approval from the Department.</u>
F Construction - Contingency	Estimate of future costs associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included. Calculation of contingency amounts must be reasonable and documented.
G Depreciation	The method for allocating the cost of fixed assets to periods benefitting from asset use. If depreciation is being claimed as a project cost, the depreciation allocation methodology must comply with the Federal requirements set forth in 2 C.F.R. sec. 200.436.
H Equipment	Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by Grantee for financial statement purposes, or \$5,000.
I Insurance	Insurance costs incurred in connection with the approved project.

J	Participant Support Costs	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.
K	Personnel - Salaries	Direct costs for the salaries, wages, and allowable incentive compensation for those individuals who are employees of the Grantee who will perform work directly for the project. Grantee must maintain records of the employee type, employee number, rate of pay and percent of time and/or actual time devoted to the project. Timesheets or other similar documentation must be maintained. Employee compensation must not be greater than that paid for similar work not funded by the grant. Additional requirements apply.
L	Personnel - Fringe Benefits	Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity
M	Professional Services	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the Grantee. Costs must be reasonable in relation to the services rendered and payment cannot be contingent on the receipt of grant award funds.
N	Real Property Acquisition	Costs associated with purchase of land, air rights, easements, water rights, rights-of-way, structures or improvements, or other interests in real property that directly supports the approved project, and vests with the Grantee indefinitely. Note that real property may not be sold, encumbered, or otherwise disposed of without the consent of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.311.
O	Rental of Real Property & Equipment	Costs associated with rental of property and equipment (including vehicles). Does not include rental costs that may be included in travel or as an indirect cost.
P	Supplies	All tangible personal property <i>other than</i> those included in the definition of "equipment" above. Generally, property with a per item acquisition cost of less than \$5,000. Examples include personal computers, printers, other computer-related items, office furniture, and office supplies, below the dollar-threshold for "equipment".
Q	Travel	Expenses for transportation, lodging, subsistence, and related items incurred by the Grantee's employees who are in travel status on official business of the Grantee for purposes of the project. All costs must be reasonable and consistent with Grantee's written travel policy.
R	Vehicle Acquisition	Direct purchase and associated purchase costs for on-road vehicles. Note that vehicles costing \$5,000 or more may not be sold, encumbered, or otherwise disposed of without the prior approval of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.313.
S	Other	Provide brief description of cost and amount. May require pre-approval. Must have been included in the Grantee's original application budget.

AA Subawards (e.g. subrecipients) – Total Direct	Subawards are grant awards made by Grantee to third parties using Grant Award funds. Subawards do not include costs associated with ordinary purchases of goods or services (e.g., hiring a third party to provide professional services). Grantee must maintain oversight and monitoring of subawards in accordance with applicable Federal law.
BB Subawards (e.g. subrecipients) – Total Indirect	Total indirect costs of subaward recipients. See definition of “Indirect Costs” below.
CC Program Income	Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.
DD Indirect Costs	Costs incurred by the Grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. Typically, indirect costs are general costs of operation, such as the costs of operating and maintaining facilities, depreciation on buildings and equipment, and salaries and expenses of executive officers, personnel administration and accounting. If the Grantee has an existing Federal indirect cost rate, that rate should be used to calculate indirect costs for the project budget. If not, then the Grantee may either use an indirect cost rate of 10% of the total Grant Award or negotiate an agreed indirect cost rate with the Department. Grantee is not required to include an amount on the indirect costs budget line.
EE Total Direct	Total direct costs (include subrecipient and subaward direct costs)
FF Total Indirect	Total indirect costs (include subrecipient and subaward indirect costs)
GG Project Total (gross)	Total allowable project costs (Total Direct plus Total Indirect)
HH Project Total (net)	Net allowable project costs (Project Total costs less Program Income). Must match total award amount.

Cost Share (aka Match)	<p>If the budget included with your grant application identified matching funds or in-kind contributions as part of your project, Federal regulations require that those committed funds or contributions be tracked and properly accounted. Funds or in-kind contributions that are not required for the project should not be included in this category, as anything proposed by Grantee and listed in the “Cost Share” column of your budget is considered voluntary committed cost share and becomes part of the federal award. See 2 C.F.R. § 200.1 (voluntarily committed cost sharing). Matching funds and in-kind contributions committed by Grantee for this project may not also be committed to another state or federal grant project.</p> <p>With certain exceptions, in-kind contributions of goods or services must be valued at their fair market value. Voluntary committed cost share is also subject to 2 C.F.R. 200.306.</p>
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ATTACHMENT C

SEMI-ANNUAL REPORT AND PAYMENT REQUEST FORM

NEIGHBORHOOD INVESTMENT GRANT PROGRAM

Grantee shall submit Semi-Annual Report and Payment Request Forms every 6 months (semi-annually) for the duration of the Period of Performance for all activities. The first semi-annual report and payment request form will be due for costs incurred and activity performed within the Initial Payment Request Period which begins with the start of the Period of Performance (March 3, 2021) through the date the grant agreement is executed (signed by the awardee organization and the State). Semi-annual reports and payment requests will be required thereafter per the table below. In no event shall grantee submit a request for payment to DOA later than 90 days after the end of the Program's Performance Period.

Report and payment due dates:

Advance Funds Request Period	Semi-Annual Report and Payment Request Form Due	Anticipated Disbursement
Initial Payment Request Period	Within 30 days after Grant Agreement Execution	30 days from submittal of Initial Payment Request
January 1 through June 30	30 days before start of period	January 1
July 1 through December 31	30 days before start of period	July 1

INSTRUCTIONS:

The Program shall make available the Semi-Annual Report and Payment Request Form on the Program website: <https://doa.wi.gov/pages/NeighborhoodInvestment.aspx>

ATTACHMENT D

SOURCE OF FUNDS

Federal Award Identification Number: SLFRP0135

Federal Award Date: May 18, 2021

CFDA #: 21.027 Coronavirus State and Local Fiscal Recovery

Funds Federal Awarding Agency: Department of the Treasury

Total Amount of the Federal Award: \$2,533,160,626.50

Amount of Federal Funds Obligated by this Award: \$ 15,000,000

Total Amount of Federal Funds Obligated:

Research & Development: No

Indirect Cost Rate:

ATTACHMENT E
METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

If payment is made via check to Grantee, it will be mailed to the following remit-to address:

Address Line 1:

Address Line 2:

City:

State:

Zip code:

Payment shall only be made after the Grant Agreement has been fully executed by Grantee and the Department, any necessary forms are completed by the Grantee and received by the Department, and responses are provided by the Grantee for any questions from the Department within timeframes designated by the Department.

Payments to Grantee that exceed allowable expenses pursuant to the terms of this Grant Agreement, if outstanding at the expiration of this Grant Agreement, shall be repaid to the Department within sixty (60) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for Eligible Expenses during the Performance Period.

ATTACHMENT F

FEDERAL COMPLIANCE REQUIREMENTS FOR USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS

(Requires Grantee's Signature)

Grantee agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.
10. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

- 1. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Grantee who has the responsibility to investigate, discover, or address misconduct.
- 3. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

C. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

- D. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- E. **Hatch Act.** Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- F. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0135 awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."
- G. **Assurances of Compliance with Civil Rights Requirements.** As a condition of receipt of federal financial assistance under this Agreement, Grantee provides the following assurances with respect to activities financed in whole or in part by this federal assistance:
1. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
 3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
 4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which

the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees”

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the Department or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Grantee shall maintain a complaint log and inform the Department and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department and the Department of the Treasury if Grantee has received no complaints under Title VI.

9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
 10. If Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. If Grantee is a State agency that makes subsequent sub-awards Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of such sub-recipients.
- H. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[signature required on next page]

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

Brown, County of
Grantee

By: _____

Name: _____

Date: _____

ATTACHMENT G

COMPLETED GRANT APPLICATION

[Grantee's completed grant application and associated attachments are incorporated by reference.]

ATTACHMENT H

GRANT ANNOUNCEMENT –NEIGHBORHOOD INVESTMENT GRANT PROGRAM

[Available at

<https://doa.wi.gov/DEO/Neighborhood%20Investment%20Fund%20Grant%20Announcement%20update%201112021.pdf>]

ATTACHMENT I

ADDITIONAL CONDITIONS

The Department may require one or more of the below additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to the Grantee. Compliance with such additional conditions shall be a requirement of this Grant Agreement. Additional conditions may include, but are not limited to the following:

- (1) Requiring Grantee to obtain technical or management assistance or training;
- (2) Requiring additional project monitoring, including on-site reviews of program operations;
- (3) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;
- (4) Requiring additional, more detailed financial reports (including third party verified) or other documentation;
- (5) Requiring payments as reimbursements; or
- (6) Establishing additional prior approvals.

The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

August 17, 2022

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

Ladies and Gentlemen:

**RESOLUTION EXPANDING BROWN COUNTY FOREIGN TRADE ZONE (FTZ) #167
WITH SUBZONE FTZ #167-F**

WHEREAS, on September 21, 1988, the Brown County Board adopted a resolution agreeing to pursue establishment of a Foreign Trade Zone (FTZ) in Brown County, including establishing the boundaries of the General Zone in the Ashwaubenon Industrial Park which includes Austin Straubel International Airport; and

WHEREAS, to date, no international commerce activity has taken place within the boundaries of the General Zone, although active subzones exist in Osceola, WI, Appleton, WI and Neenah, WI; and

WHEREAS, existing properties within the General Zone are completely occupied by companies not involved in international commerce; and

WHEREAS, Burger Boats (“Burger”), with facilities in Manitowoc, WI, has contacted Brown County requesting subzone status of FTZ #167, and is willing to pay the costs of the Application for Subzone Designation and to enter into a Foreign Trade Subzone Operations Agreement, and Burger has agreed to provide revenues to Brown County for FTZ activities upon activation by the U.S. Foreign Trade Zone Board; and

WHEREAS, the FTZ revenues will be dependent upon the amount of merchandise moved through the FTZ, and are expected to range from \$250 to \$2,000/month; and

WHEREAS, the Burger subzone will include 7.4 acres in Manitowoc, WI.

NOW THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby designates the Director of Port & Resource Recovery, or designee, to be the “Grantee

Official” with legal authority to, consistent with and in accord with this Resolution, expand FTZ #167 by signing the Application for Subzone Designation and by entering into the Foreign Trade Subzone Operations Agreement, as long as entering into said Agreement does not cause the County to incur any financial obligations; and

BE IT FURTHER RESOLVED that the Brown County Board of Supervisors hereby directs that the designated Grantee Official: 1) sign the corporation counsel reviewed and approved Application for Subzone Designation; 2) enter into the corporation counsel reviewed and approved Foreign Trade Subzone Operations Agreement, as long as entering into said Agreement does not cause the County to incur any financial obligations; and 3) submit the Application for Subzone Designation to the U.S. Dept. of Commerce in order to expand FTZ #167 as stated above.

Fiscal Note: This resolution does not require an appropriation from the General Fund and may result in revenue generation of approximately \$250 to \$2,000 a month.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved by:

COUNTY EXECUTIVE

Date Signed: _____

22-085R

Authored by Port & Resource Recovery Department
Final Draft Approved by Corporation Counsel

PORT AND RESOURCE RECOVERY DEPARTMENT



2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN R. HAEN
DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: June 22, 2022

REQUEST TO: PD&T and Brown County Board of Supervisors

MEETING DATE: July 26 and August 17, 2022, respectively

REQUEST FROM: Dean Haen
Director of Port and Resource Recovery Department

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

TITLE: RESOLUTION EXPANDING BROWN COUNTY FOREIGN TRADE ZONE (FTZ) #167 WITH SUBZONE FTZ #167-F

ISSUE/BACKGROUND INFORMATION:

Burger Boats with facilities in Manitowoc, WI, has contacted Brown County requesting subzone status of FTZ #167, and is willing to pay the costs of the Application for Subzone Designation and to enter into a Foreign Trade Subzone Operations Agreement, and Burger has agreed to provide revenues to Brown County for FTZ activities upon activation by the U.S. Foreign Trade Zone Board; and

ACTION REQUESTED:

To approve the aforementioned Resolution as currently revised.

FISCAL IMPACT:

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

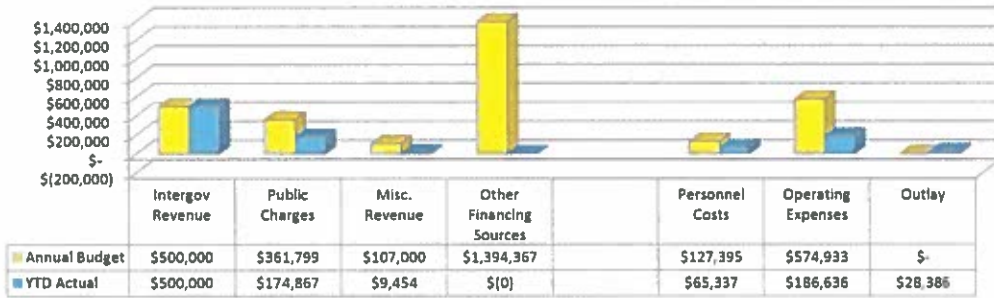
1. Is there a fiscal impact? Yes No
 - a. If yes, what is the amount of the impact? No fiscal impact to the general fund. Revenues will be \$250-2,000/month
 - b. If part of a bigger project, what is the total amount of the project? No
 - c. Is it currently budgeted? Yes No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded?

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

**Brown County Port & Resource Recovery Department
Port Area Budget Status Report
June 30, 2022**

		Annual Budget	YTD Actual	YTD %	YTD Total	Comments The \$500,000 Intergov Revenue is grant money committed by the WEDC to be used to offset the purchase price of the Pulliam Plant property which was executed in Jan 2022. Misc. Revenue is the interest earned on investments throughout the year. The investments have been maturing and are earning less interest than anticipated. Other Financing Sources Includes \$1,300,000 of ARPA funds which were allocated for port infrastructure improvements at the Pulliam Plant site (Port Development Project). YTD the expenditures for the Port Development Project are \$28,286. Personnel costs are running consistent with the budget and the operating expenses are running slightly below.
R e v e n u e	Intergov Revenue	\$ 500,000	\$ 500,000	100%		
	Public Charges	\$ 361,799	\$ 174,867	48%		
	Misc. Revenue	\$ 107,000	\$ 9,454	9%		
	Other Financing Sources	\$ 1,394,367	\$ (0)	0%		
Total					\$ 684,320.75	
E x p e n s e s	Personnel Costs	\$ 127,395	\$ 65,337	51%		
	Operating Expenses	\$ 574,933	\$ 186,636	32%		
	Outlay	\$ -	\$ 28,386	-		
	Total					

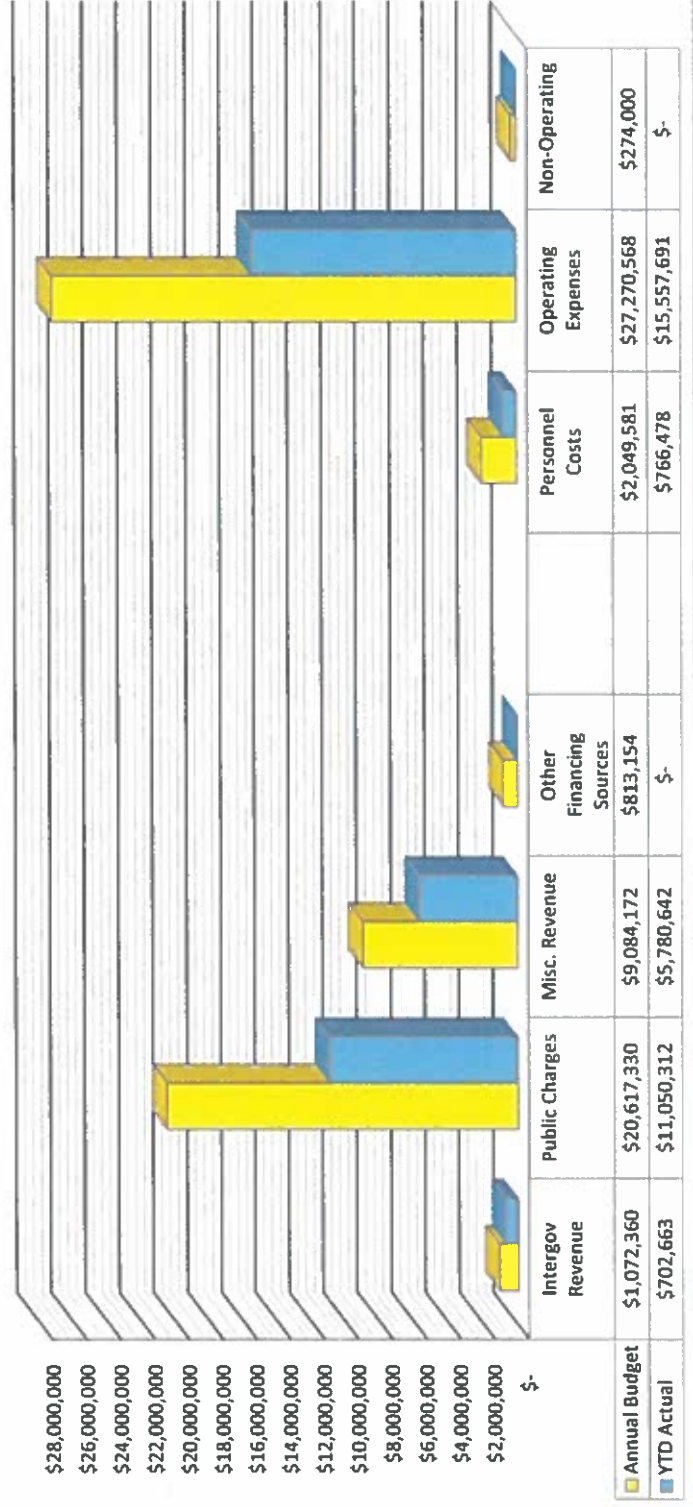
Port - June 30, 2022



Brown County Port & Resource Recovery Department Resource Recovery Area Budget Status Report June 30, 2022

		Annual Budget	YTD Actual	YTD %	YTD Total	Comments
R	Intergov Revenue	\$ 1,072,360	\$ 702,663	66%		Public Charges are slightly higher than budget due to increased tonnage and commodity prices during 2022. Intergov Revenue includes HHW & Ag grants that came in higher than budget. Other Financing Sources is an intrafund budget used to make the HMR whole. A transfer is done at the end of the year between Resource Recovery, General and the HMR. Personnel Costs continued to trend lower than budget due to unfilled staff positions. Non Operating Expense is the cost of capital calculation for the SLF assets. This calculation will be completed during Q4. Operating Expenses are up due to the increase in tonnage.
v	Public Charges	\$ 20,617,330	\$ 11,050,312	54%		
e	Misc. Revenue	\$ 9,084,172	\$ 5,780,642	64%		
u	Other Financing Sources	\$ 813,154	\$ -	0%		
					\$ 17,533,617	
E	Personnel Costs	\$ 2,049,581	\$ 766,478	37%		
x	Operating Expenses	\$ 27,270,568	\$ 15,557,691	57%		
p	Non-Operating	\$ 274,000	\$ -			
e					\$ 16,324,168	

Resource Recovery - June 30, 2022



Port & Resource Recovery Department

Director's Report

July 2022

Hazardous Materials Recovery Facility - Due to continuing staff shortages, we have reduced services. In July, out-of-county collections for neighboring counties was halting Effective July 30 HMR will no longer be open to the public on Saturdays. Tuesday collection will be made permanent year-around, currently this was only summer seasonal offering. Staff duties will be adjusted and necessary overtime significantly reduced. Leonard & Finco will prepare a news release. The news release will be sent to all of our contacts. Website will be changed, signs at HMR and the office will be changed.

South Landfill – Averaging 1,500 tons/day. Second quarterly payment for tipping fees to be paid to DNR and Town of Holland in July. Working on management solutions for wind-blown material and bird depredation. Working on temporary tipping fee rates at the SLF to incentivize customers to go directly to the South Landfill during the concrete floor replacement project at the Waste Transfer Station this Fall.

East Landfill – Designing a South Landfill leachate metering tank for bid, along with a new gas flare.

Transfer Station – Concrete floor in building needs to be replaced. Foth is designing the replacement. Work to be bid out mid-year with replacement scheduled for Fall. Congestion and delays expected.

Bay Port Plan of Operation – Staff continues to work on a new plan of operation for Bay Port. Staff is also working on an amendment to the 217 Agreement with the U.S. Army Corps of Engineers for future use of Bay Port.

Renard Island Causeway Access Easement – Brown County has renewed its effort to receive city approval for an easement on the vacated Sauk Road to access Renard Island. McDonalds did grant an access easement to Brown County along their property, but an easement on Sauk Road has zero cost to Brown County.

Port Development Project – Staff has received a \$1.1M award from the WDOT Harbor Assistance Program and a \$15M award from the WDOA Neighborhood Investment grant request. A federal Port Infrastructure and Development Program (PIDP) grant request was submitted on May 16, 2022 and another WDOT Harbor Assistance Program grant application will be submitted in August. Brown County is working with GLC Minerals on the 10.78 Acre property sale and a temporary 7.81 Acre lease agreement. Brown County has hired GEI Consultants to design the redevelopment of the site and determine a construction cost estimate. Brown County is also working on securing a new 40' access easement with possible future purchase for better access to new property, resulting in GLC property sale and lease delays. In addition, ATC is rerouting the overhead powerlines that will result in new easements across our property. City of Green Bay and Brown County staff are continuing to periodically meet to discuss state and federal funding opportunities, including direct appropriations, stimulus funds, and grants. City of Green Bay is working with C. Reiss Company regarding the Mason Street site.

Amended 217 Agreement – The original 20-year 217 Agreement has reached its term and both Brown County and the U.S. Army Corps of Engineers wish to execute an amendment for the continued federal use of the Bay Port Confined Disposal Facility for dredged material. Brown County has retained MK Consultants to assist with the financials of the existing and future amended agreement.

Table of Organization- Heavy Equipment Mechanic position will be filled in late August. Proposed 2023 Table of Organization changes include adding a full-time Associate dedicated to the SLF for routine paper picking, maintenance, and other field work in addition to increasing the Resource Recovery Aide - LTE pay to \$16/hour. Proposing two (2) lead Heavy Equipment Operator pay increases \$2/hour for leading the other operators in implementing daily fill and transferring plans. Lead pay is awarded weekly to any operator based on merit and can be changed weekly. Also asking HR to look at the Account Clerk II position as the South Landfill related work has significantly changed the work performed in for this classification.

**Open Position Form
Port and Resource Recovery Department**

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Resource Recovery Associate (1.0 FTE)	May, 26, 2022	Pay	Fill	No applicants
Accountant II (1.0 FTE)	July 18, 2022	Transfer	Fill	Posted
Resource Recovery Aide - LTE (1.0 LTE)	January 1, 2022	Pay	Fill	No Applicants
Heavy Equipment Operators (2.0 FTE)	January 1, 2021	New	Fill	Posted
Heavy Equipment Mechanic (1.0 FTE)	October 2021	New	Fill	Posted