# THE RIGHTS OF LANDOWNERS

## Under Wisconsin Eminent Domain Law

Procedures Under
sec. 32.05
Wisconsin Statutes

## Highways, Streets, Storm & Sanitary Sewers, Watercourses, Alleys, Airports, and Mass Transit Facilities

## FOREWORD

This pamphlet is published by the Wisconsin Department of Commerce in cooperation with the Attorney General, pursuant to sec. 32.26 (6), of Wisconsin statutes. The pamphlet is to be given to property owners or their representatives by the acquiring authority prior to initiation of negotiations for property being acquired for a public project.

The material in this pamphlet provides information on how the condemnation process works in Wisconsin. It should serve as a reference for you, but it is not intended to cover every possible eventuality or every right you may have in individual cases. A further source of information is Chapter 32 of the Wisconsin statutes which contains the law that is summarized in this pamphlet.

Direct questions about this pamphlet to:
Relocation Unit
Bureau of Planning & Technical Assistance
Wisconsin Department of Commerce
P.O. Box 7970, Madison, WI 53707
(608) 267-0317

The Department of Commerce does not discriminate on the basis of disability in the provision of services or in employment. If you need this printed material interpreted or in a different form, or if you need assistance in using Commerce services, please contact us.

## INTRODUCTION

In recent times there has been an increasing demand placed upon government for services in transportation, education, utilities, housing and other areas of public concern. At the same time, the available supply of land for these projects has been shrinking dramatically. Consequently, government has had to resort to its right to acquire private land for public uses even without the consent of private owners—the eminent domain power.

This power derives from the Wisconsin Constitution, Art. IX, sec. 3. The Legislature has delegated this power by statute to numerous authorities and has specified the purposes for which such power can be used. Generally, departments, municipalities, boards, commissions, public officers, and various public and quasi-public corporations are delegated this power. Some of the purposes for which the Legislature has specified that condemnation can be used are highway construction or improvement, reservoirs, dams, public utility sites, waste treatment facilities, city redevelopment and energy lines.

> FEDERAL LAW
> When a project is receiving federal financial assistance, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) may provide additional or different protections than those outlined in this pamphlet. You should receive supplemental information from the acquiring authority if federal law applies.

Wisconsin has long had statutes regulating the exercise of eminent domain power. This pamphlet is intended to give citizens information about Wisconsin's eminent domain procedure, the workings of the condemnation process, and the rights of property owners in this process. It is, by necessity, of a general nature and is not a substitute for legal advice in individual cases, since many aspects of Wisconsin law cannot be covered in general terms. Another source of information for citizens is the particular authority which is acquiring the property.

The goal is to achieve equality of information for both parties during the negotiation process and to reach satisfactory settlements, equitable to both the property owner and the public.

## THE LANGUAGE OF EMINENT DOMAIN

(This glossary defines terms used in the pamphlet)

**Acquiring Authority**
A public or quasi-public entity vested with the constitutional or statutory power to acquire private property for a public use.

**Additional Items Payable**
Persons displaced by the public project are to be fairly compensated by the payment of relocation assistance and assistance in the acquisition of replacement housing.

**Appraisal**
A written report, by a professional and disinterested person skilled in valuation, describing the property that is to be acquired and reaching a documented conclusion as to the fair market value of such property.

**Award of Compensation**
A document which is served upon a property owner after a refusal of a jurisdictional offer, stating the amount of just compensation. It names all persons with a record interest in the property, describes the property acquired, and includes the date of occupancy by the acquiring authority. The recording of this document passes title in the property to the acquiring authority. This term also describes the payment made to the property owner for the property. For negotiated sales, the amount of compensation is stated in the conveyance.

**Condemnation Commission**
A group of local residents, appointed by the circuit court of a county for fixed terms, who have the authority to determine just compensation for the property being acquired.

**Date of Acquisition and Date of Evaluation**
The day on which the award of compensation is recorded in the office of the register of deeds in the county where the land is located. The fair market value of the property on this day is just compensation to the property owner for the acquisition. For negotiated sales, the date of acquisition and the date of evaluation is the date the conveyance is recorded with the register of deeds.

**Easement**
An interest in real property which gives the acquiring authority the legal right to use the property for a specific purpose or to restrict the property owner's use of the land. Ownership and title to the property remain with the property owner.

**Eminent Domain**
The power of the state to acquire private property for a public use.

**Fair Market Value**
The amount for which property could be sold in the open market between a willing buyer and a willing seller.

**Full Narrative Appraisal**
A detailed and comprehensive description of the process an appraiser uses to reach a documented conclusion of a property's fair market value. The report must contain the appraiser's rationale for determining value and be documented by market data which supports the appraiser's rationale.

**Incidental Expenses**
Reasonable and necessary amounts, defined by statute, payable to the owner of real property acquired for a public use. Generally, incidental expenses compensate for expenses you may incur in transfer of your property to the acquiring authority. They include recording fees, mortgage prepayment penalties and other items.

**Jurisdictional Offer**
A written notice given by the acquiring authority to the owner of property and any mortgagee of record which informs the recipients of the proposed public use, what property is being acquired, and the amount of compensation to be paid.

**Kline Law**
A special condemnation procedure provided by the Legislature for condemnations by the City of Milwaukee.

**Lis Pendens**
A notice filed with the register of deeds within 14 days of the jurisdictional offer to notify all interested parties that the property described is in the process of being acquired for a public use.

**Litigation Expenses**
The sum of the costs, disbursements and expenses including reasonable attorney, appraisal and engineering fees necessary to prepare for, or participate in, actual or anticipated proceedings before a condemnation commission or any court.

**Relocation Order**
An order issued by the acquiring authority describing the proposed public project. It describes the old and new locations and includes all property needed for the project. Within 20 days after its issuance it must be filed with the county clerk in the county in which the lands are located.

**Severance Damages**
Damages which may result when only part of a person's property is condemned. Generally, these items of damage compensate for any loss in value of the remaining property due to the acquisition.

**Uneconomic Remnant**
Any portion of the property remaining after a partial acquisition which is of little value or substantially impaired economic viability due to its size, shape or condition.

## PART ONE
## BEFORE NEGOTIATIONS TO ACQUIRE PROPERTY BEGINS

After you have been contacted by the acquiring authority, you have the right to a full narrative appraisal of the property sought to be acquired. This appraisal is done by an appraiser hired or employed by the agency, and the law requires the appraiser to confer with the owner or the owner's representative, if reasonably possible, when making the appraisal. Any and all appraisals made by the acquiring authority must be provided to you.

You have the right to have your own full narrative appraisal of the property made by a qualified appraiser. The reasonable cost of this appraisal may be submitted to the acquiring authority for payment, if the appraisal meets the standards set forth in sec. 32.09 of Wisconsin statutes, but, if you have such an appraisal made and wish to be paid for its cost, it must be submitted to the authority within 60 days after you receive the authority's full narrative appraisal. Your appraisal will be considered during negotiations.

The acquiring authority is required to file a relocation order with the county clerk of the county in which your property is located, unless the appraisal estimates that compensation will be less than $1,000 in the aggregate. This order describes the layout of the project, old and new locations, and the property interests sought to be acquired. It must be filed within 20 days after its issuance by the agency, and is available for public inspection.

If a public project, other than a town highway, involves the acquisition of any interest in any farm operation of more than five acres, the Department of Agriculture, Trade and Consumer Protection (DATCP) may be required to prepare an agricultural impact statement prior to the acquisition of any land. Even if the acquisition is less than five acres, DATCP may prepare a statement if the acquisition will have a significant effect on the farm operation.

If an environmental impact statement is required by another statute, the requirements of the agricultural impact statement may be met by the environmental impact statement. Also, if an easement for an electric transmission line, excluding a high voltage line, is being acquired over a farm operation, an agricultural impact statement is not required.

A "farm operation" is defined by law as an activity conducted primarily for the production of commodities for sale or home use in such quantity that the commodities contribute materially to the support of the farm operator.
The acquiring authority may gather the necessary information for the impact statement. DATCP must prepare the statement within 60 days after receiving the information from the acquiring authority. After preparation, the statement must be published by DATCP. For a 30 day period after publication, the acquiring authority is precluded from negotiating with the property owner or making a jurisdictional offer.

The law also requires that the agricultural impact statement be distributed by DATCP to various offices and individuals. You can obtain a copy from your local library or from any local unit of government in the area affected. You may also request a copy directly from DATCP.

## PART TWO
## THE NEGOTIATION PERIOD

After a relocation order has been filed and appraisals are completed, the acquiring authority must attempt to negotiate with the owner or the owner's representative for purchase of the needed property. The statutes require that you be provided an informational pamphlet on eminent domain procedure before negotiation begins. If you are also displaced as a result of the acquisition, the law requires that you receive a pamphlet on relocation benefits. The owner's full narrative appraisal must be considered as a part of the negotiation. Also, any rights you may have for additional items payable (relocation benefits) can be included in the negotiations.

During negotiations, the acquiring authority must provide a map showing all property affected by the proposed project. Along with this map you must be given the names of at least 10 neighboring landowners to whom offers are being made. The names of all offerees if less than 10 owners are affected must be given. Any maps in the possession of the authority showing the property affected can be inspected, and copies will be made
available at reasonable cost. At this point, condemnation is not involved, only negotiations for purchase.

If you agree to a negotiated purchase, the acquiring authority must record the conveyance with the register of deeds in the county where the land is located. Also, all owners of record should receive by certified mail the conveyance and a notice of their right to appeal within six months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner. The procedure used for this appeal is described in Parts 6 and 7 of this pamphlet, except that an appeal from a negotiated price must be taken within six months. The date the conveyance is recorded is the date of acquisition.

## PART THREE
## PARTIAL ACQUISITIONS AND EASEMENTS

If only a part of your property is acquired, other than for an easement, two different calculations may be made to determine the fair market value of the part acquired. In such partial acquisitions, fair market value is the greater amount of either the fair market value of the part acquired or the difference between the value of your property before the acquisition and its value after, giving effect to severance damages set forth in sec. 32.09 of Wisconsin Statutes.

If only part of your property is acquired and you are left with an uneconomic remnant, the acquiring authority must also offer to acquire the uneconomic remnant. You must consent to the acquisition in order for the remnant to be acquired.

When an easement over your property is acquired, the compensation required is the difference between the value of your property immediately before the date of evaluation and its value immediately after the date of evaluation. Severance damages may also be paid where such damages exist and are allowed by statute.

If your land is zoned or used for agricultural purposes and an easement is acquired for a high voltage transmission line or a fuel pipeline, you will be entitled to choose between a lump sum payment for the easement or an annual payment representing just compensation for the acquiring of the easement for one year. The acquiring authority should be able to answer any questions on your eligibility for this choice and the terms of each alternative. Sec. 32.09 (6r) (a), (b), and (c) of Wisconsin statutes details the law on lump sum versus annual payments.

## PART FOUR
## THE JURISDICTIONAL OFFER TO PURCHASE

If negotiations do not lead to a purchase of the needed interest by the acquiring authority, a jurisdictional offer must be given to the owner and to any mortgagee of record. You will receive the notice by personal service or by certified mail.

This very important document will provide you with vital information on the acquisition of your property. Items that must be included are a statement of the nature of the project, a description of the property to be acquired, and a statement of the proposed date the acquiring authority will occupy the property. Included in the document is the amount of compensation to be paid for your property, including a statement that any additional items payable may be claimed for relocation assistance. An owner has 20 days from the receipt of this offer to accept or reject it.

Within fourteen days from the day you receive the jurisdictional offer, a lis pendens will be filed with the register of deeds in the county where the property is located. The lis pendens provides notice to any interested party of the possibility that the property may be acquired for a public use.

If you accept the jurisdictional offer, title will be transferred and you will be paid the amount specified in the offer within 60 days. This 60 day period can be extended by mutual written consent of the property owner and the acquiring authority. Incidental expenses for which you may be eligible under sec. 32.195 of the statutes relating to transfer of your property to the acquiring authority will also be paid. If the property owners of record reject the jurisdictional offer

in writing, or do not act upon it within the 20 day period, the acquiring authority may make an award of compensation.

## PART FIVE
## THE AWARD OF COMPENSATION

This procedure allows the acquiring authority, after the jurisdictional offer is rejected or not accepted, to make a written declaration stating the amount of compensation to be paid, the description of the property, the date of occupancy and other information. The amount of compensation offered must be equal to or more than the amount of the jurisdictional offer. You will receive a copy of the award by personal service or certified mail.

You will then receive payment for your property, by check, for the amount of compensation provided in the award less any outstanding tax liens and prorated taxes. The acquiring authority may mail the check to you or deposit it with the clerk of the circuit court for your benefit. After payment is made, the award will be recorded with the register of deeds in the county where the land is located. This action passes title to the property to the acquiring authority. This date becomes the "date of acquisition" and any questions as to the value of your property will be resolved based on the value on this date.

## PART SIX
## HEARING BEFORE THE COUNTY CONDEMNATION COMMISSION

As of the date of acquisition, a property owner may appeal to the county condemnation commission from the amount of an award within two years, or from the amount of a conveyance within six months. This is accomplished by applying to the circuit court or county judge in the county where the land is located. Alternatively, this procedure may be waived and a property owner may appeal directly to circuit court. (See Part 7)

A county will have six to 12 commissioners, depending on the county population. They are local individuals, residents of the county or adjoining county, and are appointed by the circuit court. They serve staggered three year terms and generally sit in groups of three.

Within seven days after the chairperson of the commission is notified of the petition by the judge, three of the commissioners are selected to hear the case. The hearing date, time, and place are fixed by the chairperson, and will not be less than 20 days nor more than 30 days from the day the court assigned the petition to the chairperson. At least 10 days prior notice will be given to all parties. The commission proceedings are more informal than court proceedings, and are governed by statute. The amount of the jurisdictional offer or award of compensation cannot, by law, be disclosed to the commission. You have a right to appear and to present evidence. A majority of the members have the power to make all decisions. Within 10 days after the end of the hearing, a written award is made and filed with the clerk of circuit court. The clerk will notify the parties of the award.

Should the commission's award exceed the amount paid by the acquiring authority, and if neither party appeals from the award of the commission to the circuit court, interest is paid on the amount of the increase for the period from the date of acquisition until the date of the commission award, if the amount of the increase is paid within 14 days of the commission award.

If you or the acquiring authority are dissatisfied with the award of the condemnation commission, either can appeal to the circuit court of the county where the property is located. This must be done within 60 days of the filing of the condemnation commission's award. In case of such appeal by you or the acquiring authority , the amount of compensation awarded by the commission is not paid pending outcome of the appeal.

## PART SEVEN
## APPEAL OF JUST COMPENSATION TO CIRCUIT COURT

As of the date of acquisition, a property owner has two years to appeal from the amount of an award of damages, or six months to appeal from the amount of a conveyance. An owner may choose to go first to the condemnation commission (see Part 6), or go directly to circuit court.

The statutes require certain notices and papers to be filed to accomplish an appeal. It would be advisable to secure legal counsel to aid you in your appeal. The procedure may be found in sec. 32.05 (9) of Wisconsin statutes.

You have a right to a jury trial on the issue of just compensation. The measure of just compensation is the fair market value of the property acquired from you as of the date of acquisition, as calculated under sec. 32.09, stats.

You have the right to appeal from the judgment of the circuit court to the court of appeals within six months of the notice of the entry of judgment of the circuit court.

## PART EIGHT
## ACTION TO CONTEST THE RIGHT OF CONDEMNATION

This action challenges the right of the authority to condemn the property described in the jurisdictional offer. This action must be commenced in circuit court within 40 days from the postmark of the certified letter containing notice of the jurisdictional offer.

If you do not challenge the acquiring authority's right to acquire your property within this 40 day period, you will lose your right to do so.

In addition, if you accept and retain any money awarded for your property, you may not challenge the acquiring authority's right to acquire.

In this proceeding, you may challenge any defects in the procedure the authority has used and the "public" nature and necessity of the proposed use.

## PART NINE
## LITIGATION EXPENSES AND COSTS

The law provides for the payment of litigation expenses by the acquiring authority under any one of the following circumstances:

- if it is determined by a court that the acquiring authority does not have the right to condemn;
- if the award of the condemnation commission is greater than the jurisdictional offer, or the highest written offer prior to the jurisdictional offer, by at least $700. and 15%, and the award is not appealed;
- if the jury verdict approved by the court exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, by at least $700. and 15%.
- if the property owner appeals an award of the condemnation commission which exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, by at least $700. and 15%, and the court-approved jury verdict exceeds the award of the condemnation commission by at least $700. and 15%;
- if the acquiring authority appeals an award of the condemnation commission, and the court-approved jury verdict is $700. and 15% greater than the jurisdictional offer or the highest written offer prior to the jurisdictional offer;
- if the property owner appeals an award of the condemnation commission which is not 15% greater than the jurisdictional offer or the highest written offer prior to the jurisdictional offer, and court-approved jury verdict is at least $700 and 15% higher than the jurisdictional offer or highest written offer prior to the jurisdictional offer.

Unless you come under one of these specific categories, you will not be able to recover litigation expenses from the acquiring authority.

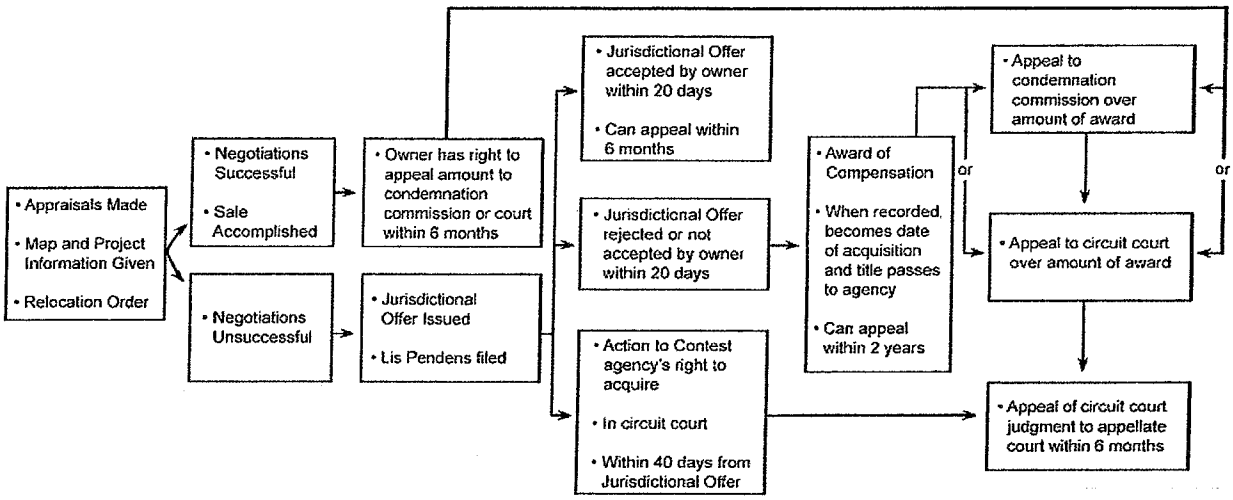
The Legislature has provided "costs" (statutorily determined payments to successful parties in proceedings challenging just compensation) to litigants who are successful but who do not fit into any of the categories mentioned above. If the just compensation awarded by the court or condemnation commission exceeds the jurisdictional offer or the highest written offer prior to the jurisdictional offer, the property owner will be deemed the "successful" party. You may be required to pay "costs" to the acquiring authority if you are unsuccessful in challenging the compensation you have received or the acquiring authority's right to acquire the property. "Costs" are defined in Ch. 814 of Wisconsin statutes.

## PART TEN
## OCCUPANCY

No occupant may be required to move from a dwelling or move a business or farm without at least 90 days' written notice from the acquiring authority. An occupant shall have rent free use of the property for 30 days beginning with the 1st or 15th day of the month after title vests in an agency, whichever is sooner. Rent charged for use of a property between the date of acquisition

and the date of displacement may not exceed the economic rent, the rent paid by a tenant to the former owner or the occupant's financial means if a dwelling, whichever is less.

The acquiring authority may not require the persons who occupied the premises on the date title vested in the acquiring authority to vacate until a comparable replacement property is made available. If you damage or destroy any acquired property after the date that title vests in the acquiring authority, you may be liable for the damage.






9

Brown County Highway
Budget to Actual State Billing
2009

| Maintenance | Description | January | February | March | April | May | June | July | August | September | October | November | December | Total | Contract | Remaining | % Used |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0005-01-40 | Admin Non Patrol Supervision | - | - | - | 102,773.04 | - | - | - | - | - | - | - | - | 102,773.04 | 179,500.00 | 76,726.96 | 57.26% |
| 0005-01-01 | Roadway Asphalt Maintenance | 769.88 | 5,819.74 | 7,300.48 | 27,302.86 | 25,947.45 | 1,116.31 | - | - | - | - | - | - | 68,256.72 | 171,100.00 | 102,843.28 | 39.89% |
| 0005-01-03 | Roadway Concrete Maintenance | 14,800.96 | 42,238.31 | 28,314.89 | 12,647.87 | 18,617.14 | 12,203.62 | - | - | - | - | - | - | 128,822.79 | 212,300.00 | 83,477.21 | 60.68% |
| 0005-01-04 | Roadway Concrete Maintenance-I43 | 6,883.36 | 8,574.93 | 4,405.62 | 2,332.08 | 2,884.87 | 10,901.77 | - | - | - | - | - | - | 35,982.63 | 95,000.00 | 59,017.37 | 37.88% |
| 0005-01-05 | Roadway Shoulder Maintenance | - | - | 1,371.71 | 16,036.82 | 1,894.90 | - | - | - | - | - | - | - | 19,303.43 | 30,000.00 | 10,696.57 | 64.34% |
| 0005-01-06 | Roadway Shoulder Maintenance-I43 | - | - | - | - | 435.45 | - | - | - | - | - | - | - | 435.45 | 5,000.00 | 4,564.55 | 8.71% |
| 0005-01-31 | Roadway Facility Maintenance | 268.91 | 2,704.53 | 4,669.17 | 16,812.27 | 26,166.65 | 9,334.07 | - | - | - | - | - | - | 59,955.60 | 107,000.00 | 47,044.40 | 56.03% |
| 0005-01-32 | Roadway Facility Maintenance-I43 | 76.45 | 1,513.29 | 98.93 | 4,057.57 | 6,142.07 | 2,210.63 | - | - | - | - | - | - | 14,098.94 | 40,000.00 | 25,901.06 | 35.25% |
| 0005-01-33 | Roadside Vegetation | 7,655.62 | 13,600.86 | 15,291.59 | 15,623.48 | 53,465.64 | 24,819.48 | - | - | - | - | - | - | 130,456.67 | 279,300.00 | 148,843.33 | 46.71% |
| 0005-01-34 | Roadside Vegetation-I43 | 1,065.18 | 3,086.71 | 3,004.38 | 5,428.31 | 15,457.55 | 3,438.28 | - | - | - | - | - | - | 31,480.41 | 101,800.00 | 70,319.59 | 30.92% |
| 0005-01-07 | RMN Routine Misc. | - | - | 217.15 | 13,551.29 | 11,623.68 | 5,195.24 | - | - | - | - | - | - | 30,587.36 | 107,800.00 | 77,212.64 | 28.37% |
| 0005-01-08 | Routine Misc.-I43 | - | - | 212.98 | 462.12 | 6,705.23 | 1,692.55 | - | - | - | - | - | - | 9,072.88 | 86,600.00 | 77,527.12 | 10.48% |
| 0005-01-11 | Winter Maintenance | 260,879.92 | 138,034.03 | 142,847.59 | 26,713.02 | 3,987.00 | 91.41 | - | - | - | - | - | - | 572,552.97 | 1,145,000.00 | 572,447.03 | 50.00% |
| 0005-01-12 | Winter Maintenance-I43 | 49,583.58 | 34,051.01 | 40,359.07 | 4,157.95 | 236.86 | - | - | - | - | - | - | - | 128,388.47 | 256,600.00 | 128,211.53 | 50.03% |
| 0005-01-21 | Routine Bridge | 389.00 | 503.32 | 377.49 | 1,490.22 | 7,205.56 | 7,712.16 | - | - | - | - | - | - | 17,677.75 | 111,000.00 | 93,322.25 | 15.93% |
| 0005-01-22 | Routine Bridge-I43 | 389.00 | 503.32 | 661.16 | 665.67 | 890.93 | 3,633.40 | - | - | - | - | - | - | 6,743.48 | 55,000.00 | 48,256.52 | 12.26% |
| 0005-01-24 | Bridge-Lift | 11,580.49 | 13,948.29 | - | 2,398.29 | 17,827.23 | 428.88 | - | - | - | - | - | - | 46,183.18 | 31,200.00 | (14,983.18) | 148.02% |
| 0005-01-41 | Admin Patrol Supervision | 10,783.82 | 10,002.27 | 9,337.11 | 12,392.18 | 15,943.37 | 10,422.56 | - | - | - | - | - | - | 68,881.31 | 127,100.00 | 58,218.69 | 54.19% |
| 0005-01-42 | Admin Contingency Reserve | - | - | 626.61 | - | - | - | - | - | - | - | - | - | - | 167,100.00 | 167,100.00 | 0.00% |
| 0005-01-51 | Local-DePere/Allouez/Ash/Mason | 206.00 | 111.79 | 3,960.00 | 1,192.26 | 15,316.42 | 2,589.13 | - | - | - | - | - | - | 23,375.60 | 29,400.00 | 6,024.40 | 79.51% |
| 0005-01-61 | Sign Repairs | - | - | - | - | - | - | - | - | - | - | - | - | - | 29,000.00 | 29,000.00 | 0.00% |
| 0005-01-62 | Sign Repairs-I43 | - | - | - | - | - | - | - | - | - | - | - | - | - | 6,000.00 | 6,000.00 | 0.00% |
| | | 365,332.17 | 274,692.40 | 263,055.93 | 266,037.30 | 230,748.00 | 95,789.49 | - | - | - | - | - | - | 1,495,028.68 | 3,372,800.00 | 1,877,771.32 | 44.33% |

* Includes 3 payperiods

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0005-98-20 | Traffic Signing | 1,488.26 | 6,216.16 | 3,714.16 | 959.60 | 3,473.60 | 533.49 | - | - | - | - | - | - | 16,385.27 | 70,500.00 | 54,114.73 |
| 0005-88-10 | Pavement Marking | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 0031-01-31 | Kewaunee County-Culvert Steaming | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 0038-01-51 | Marinette Bridge | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 0005-83-81 | Security Fence | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 0015-01-11 | Door County | 2,589.26 | - | - | - | - | - | - | - | - | - | - | - | 2,589.26 | - | (2,589.26) |
| 0005-83-41 | Shoulder Surface | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 0005-83-14 | Asphaltic repair | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 0070-01-11 | Winnebago Co-Haul Salt | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| 0044-83-11 | Outagamie Bridge Decks | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| 0005-83-15 | Asphaltic repair | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | | 4,077.52 | 6,216.16 | 3,714.16 | 959.60 | 3,473.60 | 533.49 | - | - | - | - | - | - | 18,974.53 | 70,500.00 | 51,525.47 |
| Total | | 369,409.69 | 280,908.56 | 266,770.09 | 266,996.90 | 234,221.60 | 96,322.98 | - | - | - | - | - | - | 1,514,003.21 | 3,443,300.00 | 1,929,296.79 |

| Construction | | January | February | March | April | May | June | July | August | September | October | November | December | Total | Contract |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0077-03-00 | Misc Damage Claims | 21,921.09 | 42,030.33 | 57,785.30 | 39,637.36 | 34,769.41 | 13,516.88 | - | - | - | - | - | - | 209,660.37 | |
| 1211-18-71 | Snow Removal-STH 172 | 8,944.54 | 48.59 | - | - | 1,324.06 | - | - | - | - | - | - | - | 10,317.19 | 5,000.00 |
| 4075-32-60 | Crack Filling-STH 96 | - | - | - | - | 27,853.34 | - | - | - | - | - | - | - | 27,853.34 | |
| 1150-42-60 | Bird Netting | - | - | - | - | 7,598.10 | 713.33 | - | - | - | - | - | - | 8,311.43 | |
| 0015-01-24 | Door County Lift Bridge | - | - | - | - | 19.76 | 45.06 | - | - | - | - | - | - | 64.82 | |
| 0072-40-36 | | - | - | - | - | - | 90.61 | - | - | - | - | - | - | 90.61 | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Total | | 30,865.63 | 42,078.92 | 57,785.30 | 39,637.36 | 71,564.67 | 14,365.88 | - | - | - | - | - | - | 256,297.76 | |

10

BROWN COUNTY HIGHWAY
BUDGET TO ACTUAL-2009
COUNTY MAINTENANCE COSTS

CTH MAINTENANCE-2009

| | | BUDGET | 24-Jan-09 | 21-Feb-09 | 21-Mar-09 | 18-Apr-09 | 30-May-09 | 27-Jun-09 | 25-Jul-09 | 22-Aug-09 | 19-Sep-09 | 31-Oct-09 | 28-Nov-09 | 31-Dec-09 | Percentage of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SUMMER** | | | | | | | | | | | | | | | |
| Surface Maint | 5331-100-11 | 740,000 | 37,642 | 104,076 | 183,198 | 255,768 | 325,171 | 360,711 | - | - | - | - | - | - | 48.74% |
| Shoulder Maint | 5331-100-12 | 270,000 | - | 1,513 | 1,652 | 11,788 | 66,233 | 93,379 | - | - | - | - | - | - | 34.58% |
| Mowing and Brush | 5331-100-13 | 240,000 | - | 2,551 | 2,881 | 3,791 | 18,529 | 60,423 | - | - | - | - | - | - | 25.18% |
| Guard Fence/Safety | 5331-100-14 | 35,000 | 260 | 1,039 | 2,347 | 10,804 | 15,351 | 15,489 | - | - | - | - | - | - | 44.25% |
| Drain/Culverts/Brdg | 5331-100-15 | 300,000 | 73 | 6,815 | 23,439 | 30,483 | 114,444 | 150,275 | - | - | - | - | - | - | 50.09% |
| Trash Pickup | 5331-100-16 | 300,000 | 551 | 1,360 | 5,001 | 25,719 | 60,652 | 83,255 | - | - | - | - | - | - | 27.75% |
| Total | | 1,885,000 | 38,526 | 117,354 | 218,518 | 338,353 | 600,380 | 763,532 | - | - | - | - | - | - | 40.51% |
| **WINTER** | | | | | | | | | | | | | | | |
| Drift Prevention | 5331-200-21 | 110,000 | 1,418 | 1,683 | 7,069 | 16,528 | 16,866 | 16,866 | - | - | - | - | - | - | 15.33% |
| Storage | | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | - | - | - | - | - | - | 100.00% |
| Apply Chloride | 5331-200-23 | 280,000 | 65,099 | 129,213 | 160,172 | 163,947 | 163,947 | 163,947 | - | - | - | - | - | - | 58.55% |
| Blading & Plowing | 5331-200-24 | 850,000 | 249,032 | 415,186 | 581,232 | 596,883 | 599,181 | 599,345 | - | - | - | - | - | - | 70.51% |
| | | 1,260,000 | 335,549 | 566,082 | 768,473 | 797,358 | 799,994 | 800,158 | - | - | - | - | - | - | 63.50% |
| **MAINT SURFACING** | | | | | | | | | | | | | | | |
| Engineering | 5331-400 | 250,000 | 15,037 | 30,376 | 43,544 | 58,213 | 85,029 | 98,765 | - | - | - | - | - | - | 39.51% |
| Signing | 5331-701 | 220,000 | 15,081 | 35,125 | 50,223 | 80,039 | 102,315 | 113,432 | - | - | - | - | - | - | 51.56% |
| Traffic Signal Mt | 5331-702 | 100,000 | 5,115 | 13,355 | 21,531 | 27,356 | 37,882 | 43,577 | - | - | - | - | - | - | 43.58% |
| Pavement Marking * | 5331-100-19 | 235,000 | - | - | 121 | 121 | 19,595 | 38,631 | - | - | - | - | - | - | 16.44% |
| Total | | 3,950,000 | 409,308 | 762,292 | 1,102,410 | 1,301,440 | 1,645,195 | 1,858,095 | - | - | - | - | - | - | 47.04% |

*Paint supplies for county get turned in at year end.

10

BROWN COUNTY HIGHWAY
BUDGET TO ACTUAL-2009
MACHINERY EXPENSE

OPERATION OF MACHINERY-2009

| | | BUDGET | | 24-Jan-09 | 21-Feb-09 | 21-Mar-09 | 18-Apr-09 | 30-May-09 | 27-Jun-09 | 25-Jul-09 | 22-Aug-09 | 19-Sep-09 | 31-Oct-09 | 28-Nov-08 | 31-Dec-09 | Percentage of Budget | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Gasoline | 5324-10 | 45,000 | | 11,011 | 12,579 | 14,313 | 16,461 | 19,230 | 21,956 | - | - | - | - | - | - | 48.79% | |
| Diesel Fuel | 5324-11 | 900,000 | | 52,476 | 101,339 | 148,631 | 169,044 | 198,479 | 242,053 | - | - | - | - | - | - | 26.89% | |
| Kerosene | 5324-12 | 2,000 | | - | 23 | 235 | 1,075 | 1,313 | 1,313 | - | - | - | - | - | - | 65.65% | |
| Motor Oil | 5324-20 | 30,000 | | 2,103 | 3,191 | 4,808 | 5,486 | 6,724 | 7,943 | - | - | - | - | - | - | 26.48% | |
| Grease | 5324-21 | 5,000 | | 869 | 1,159 | 1,159 | 1,527 | 1,769 | 1,892 | - | - | - | - | - | - | 37.84% | |
| Anti-Freeze | 5324-22 | 3,000 | | 87 | 124 | 138 | 408 | 410 | 465 | - | - | - | - | - | - | 15.50% | |
| Repair Labor | 5324-30 | 900,000 | | 71,454 | 138,258 | 215,394 | 272,107 | 345,417 | 393,267 | - | - | - | - | - | - | 43.70% | |
| Repair Material | 5324-40 | 600,000 | | 43,828 | 87,408 | 154,353 | 212,425 | 255,013 | 314,237 | - | - | - | - | - | - | 52.37% | |
| Iron | 5324-41 | 20,000 | | - | 487 | 652 | 996 | 1,268 | 1,315 | - | - | - | - | - | - | 6.58% | |
| Equip Paint | 5324-42 | 8,500 | | 218 | 583 | 1,473 | 1,910 | 2,237 | 2,421 | - | - | - | - | - | - | 28.48% | |
| Tire/Tubes | 5324-50 | 50,000 | | 7,343 | 14,154 | 19,410 | 23,292 | 33,750 | 39,068 | - | - | - | - | - | - | 78.14% | |
| Batteries | 5324-51 | 7,000 | | 431 | 431 | 654 | 794 | 1,483 | 2,044 | - | - | - | - | - | - | 29.20% | |
| Equip Rental | 5324-70 | - | | - | - | - | - | - | - | - | - | - | - | - | - | #DIV/0! | |
| Overhead | | 981,000 | XX | 78,480 | 156,960 | 245,250 | 313,920 | 412,020 | 490,500 | - | - | - | - | - | - | 50.00% | XX |
| Depreciation | 5324-06 | 680,000 | XX | 54,400 | 108,800 | 170,000 | 217,600 | 285,600 | 340,000 | - | - | - | - | - | - | 50.00% | XX |
| Insurance | 5324-81 | 44,000 | XX | 3,520 | 7,040 | 11,000 | 14,080 | 18,480 | 22,000 | - | - | - | - | - | - | 50.00% | XX |
| Total | | 4,275,500 | | 326,220 | 632,536 | 987,470 | 1,251,125 | 1,583,193 | 1,880,474 | - | - | - | - | - | - | 43.98% | |
| Estimate Budget Target | | 50% | | | | | | | | | | XX Estimate | | | | | |
| | Revenue | 4,275,500 | | 388,939 | 755,863 | 1,105,697 | 1,311,278 | 1,591,027 | 1,907,611 | - | - | - | - | - | - | | |
| | Estimated Gain (Loss) | | | 62,719 | 123,327 | 118,227 | 60,153 | 7,834 | 27,137 | - | - | - | - | - | - | | |

10

BROWN COUNTY HIGHWAY
BUDGET TO ACTUAL-2009
SHOP AND BUILDING COSTS

OPERATION OF SHOP-2009

| | | BUDGET | | 24-Jan-09 | 21-Feb-09 | 21-Mar-09 | 18-Apr-09 | 30-May-09 | 27-Jun-09 | 25-Jul-09 | 22-Aug-09 | 19-Sep-09 | 31-Oct-09 | 28-Nov-09 | 31-Dec-09 | Percentage of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Indirect Labor | 5323-300 | 240,000 | | 15,339 | 34,180 | 53,053 | 66,970 | 93,319 | 111,680 | - | - | - | - | - | - | 46.53% |
| Training | 5323-301 | 10,000 | | - | - | 142 | 4,159 | 7,680 | 7,713 | - | - | - | - | - | - | 77.13% |
| Shop Supplies | 5323-302 | 94,000 | | 5,978 | 10,873 | 19,265 | 26,585 | 33,757 | 40,335 | - | - | - | - | - | - | 42.91% |
| Shop Tools | 5323-303 | 21,000 | | 2,092 | 4,372 | 5,152 | 6,074 | 7,691 | 7,691 | - | - | - | - | - | - | 36.62% |
| Tool Allow | 5323-304 | 15,000 | | 3,985 | 4,391 | 5,013 | 5,398 | 6,235 | 7,045 | - | - | - | - | - | - | 46.97% |
| First Aid/Safety | 5323-305 | 18,000 | | 65 | 449 | 1,478 | 2,031 | 3,491 | 4,425 | - | - | - | - | - | - | 24.58% |
| Maint Shop Equip | 5323-307 | 10,000 | | 446 | 1,028 | 2,805 | 3,884 | 5,630 | 6,502 | - | - | - | - | - | - | 65.02% |
| Telephone | 5323-310 | 7,000 | | - | 99 | 619 | 1,130 | 2,081 | 2,638 | - | - | - | - | - | - | 37.69% |
| Service Truck | | 55,000 | X | 4,400 | 8,800 | 13,750 | 17,600 | 23,100 | 27,500 | - | - | - | - | - | - | 50.00% |
| Credits | | (12,000) | | - | - | - | - | - | - | - | - | - | - | - | - | 0.00% |
| Depreciation | | 15,000 | X | 1,200 | 2,400 | 3,750 | 4,800 | 6,300 | 7,500 | - | - | - | - | - | - | 50.00% |
| Stockroom Credit | 5323-900 | (10,000) | | (2,278) | (4,469) | (7,526) | (8,652) | (9,841) | (11,170) | - | - | - | - | - | - | 111.70% |
| Total | | 463,000 | | 31,227 | 62,123 | 97,501 | 129,979 | 179,443 | 211,859 | - | - | - | - | - | - | 45.76% |

50% X estimate

OPERATION OF BUILDINGS

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Indirect Labor | 5327-701 | 76,000 | | - | 69 | 69 | 69 | 69 | 69 | - | - | - | - | - | - | 0.09% |
| Cleanup/Lockup | 5327-702 | 60,000 | | 3,107 | 7,404 | 11,694 | 15,576 | 20,156 | 24,955 | - | - | - | - | - | - | 41.59% |
| Cleaning Supplies | 5327-703 | 9,500 | | 1,220 | 1,573 | 1,573 | 1,573 | 2,933 | 2,944 | - | - | - | - | - | - | 30.99% |
| Bldg Mt-Labor | 5327-704 | 90,000 | | 13,579 | 23,637 | 33,965 | 42,034 | 51,156 | 54,823 | - | - | - | - | - | - | 60.91% |
| Bldg Mt-Material | 5327-705 | 80,000 | | 964 | 2,389 | 5,026 | 6,405 | 13,286 | 13,954 | - | - | - | - | - | - | 17.44% |
| Bldg Mt-Machinery | 5327-711 | 3,000 | | - | - | - | - | - | - | - | - | - | - | - | - | 0.00% |
| Heat | 5327-708 | 95,000 | | 3,167 | 20,674 | 35,923 | 39,507 | 47,886 | 48,159 | - | - | - | - | - | - | 50.69% |
| Light/Power | 5327-709 | 45,000 | | 605 | 4,341 | 8,878 | 10,013 | 16,592 | 19,487 | - | - | - | - | - | - | 43.30% |
| Water | 5327-710 | 9,000 | | - | - | 653 | 1,831 | 2,372 | 3,855 | - | - | - | - | - | - | 42.83% |
| Fire Protection | 5327-712 | 4,500 | | 47 | 94 | 150 | 150 | 150 | 225 | - | - | - | - | - | - | 5.00% |
| Salt Storage Cr. | | (20,000) | | - | - | - | - | - | - | - | - | - | - | - | - | 0.00% |
| Credit Building Admin | | (22,000) | | - | - | - | - | - | - | - | - | - | - | - | - | 0.00% |
| Credit-State/Co | | (90,000) | | - | - | - | - | - | - | - | - | - | - | - | - | 0.00% |
| Depreciation | 5327-706 | 110,000 | X | 8,800 | 17,600 | 27,500 | 35,200 | 46,200 | 55,000 | - | - | - | - | - | - | 50.00% |
| Insurance | 5327-707 | 8,000 | X | 640 | 1,280 | 2,000 | 2,560 | 3,360 | 4,000 | - | - | - | - | - | - | 50.00% |
| Admin/Eng/Traf Cr | (28,000) | - | | - | - | - | - | - | - | - | - | - | - | - | - | #DIV/0! |
| Electrician/w credit at | 5327-713 | 60,000 | | 3,209 | 9,600 | 9,486 | 9,486 | 9,486 | 9,486 | - | - | - | - | - | - | 15.81% |
| Total | | 518,000 | | 35,338 | 88,661 | 136,917 | 164,404 | 213,646 | 236,957 | - | - | - | - | - | - | 45.74% |

10

BROWN COUNTY HIGHWAY
BUDGET TO ACTUAL-2009
ADMIN/SUPERVISION

ADMINISTRATION/SUPERVISION 2009

| | | BUDGET | | 24-Jan-09 | 21-Feb-09 | 21-Mar-09 | 18-Apr-09 | 30-May-09 | 27-Jun-09 | 25-Jul-09 | 22-Aug-09 | 19-Sep-09 | 31-Oct-09 | 28-Nov-09 | 31-Dec-09 | Percentage of Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ADMINISTRATION** | | | | | | | | | | | | | | | | |
| Office Salaries | 5311-101 | 329,662 | | 19,090 | 45,508 | 65,338 | 87,890 | 120,353 | 143,567 | - | - | - | - | - | - | 43.55% |
| Travel-Staff | 5311-102 | 500 | | - | 215 | 215 | 221 | 228 | 228 | - | - | - | - | - | - | 45.60% |
| Office Supplies | 5311-104 | 6,000 | | - | 645 | 979 | 2,136 | 2,577 | 2,718 | - | - | - | - | - | - | 45.30% |
| Postage | 5311-106 | 3,000 | | 71 | 71 | 71 | 71 | 1,071 | 1,071 | - | - | - | - | - | - | 35.70% |
| Machine Mt/Deprec | 5311-107 | 4,000 | X | 320 | 640 | 1,000 | 1,280 | 1,680 | 2,000 | - | - | - | - | - | - | 50.00% |
| Building Exp | 5311-108 | 16,000 | X | 1,280 | 2,560 | 4,000 | 5,120 | 6,720 | 8,000 | - | - | - | - | - | - | 50.00% |
| Publication | 5311-109 | 200 | | - | - | - | - | - | - | - | - | - | - | - | - | 0.00% |
| Bid Advertising | 5311-110 | 500 | | - | 123 | 123 | 123 | 123 | 200 | - | - | - | - | - | - | 40.00% |
| Setback Admin | 5311-113 | 200 | | - | - | - | - | - | - | - | - | - | - | - | - | 0.00% |
| Telephone | 5311-105 | 4,000 | | 36 | 47 | 266 | 473 | 892 | 1,138 | - | - | - | - | - | - | 28.45% |
| Data Processing | 5311-111 | 97,603 | X | 7,808 | 15,616 | 24,401 | 31,233 | 40,993 | 48,802 | - | - | - | - | - | - | 50.00% |
| Indirect Cost | 5311-116 | 141,081 | | 11,757 | 23,514 | 35,196 | 46,878 | 58,560 | 70,242 | - | - | - | - | - | - | 49.79% |
| Total | | 602,746 | | 40,362 | 88,939 | 131,589 | 175,425 | 233,197 | 277,966 | - | - | - | - | - | - | 46.12% |
| **SUPERVISION** | | | | | | | | | | | | | | | | |
| Salaries/Fringe | 5319-100 | 424,300 | | 17,704 | 35,853 | 55,474 | 77,447 | 107,970 | 128,922 | - | - | - | - | - | - | 30.38% |
| Car Expense | 5319-200 | 48,000 | X | 3,840 | 7,680 | 12,000 | 15,360 | 20,160 | 24,000 | - | - | - | - | - | - | 50.00% |
| Other Expense | 5319-300 | 2,000 | | 61 | 138 | 197 | 197 | 343 | 401 | - | - | - | - | - | - | 20.05% |
| Jury Duty | 5319-500 | 1,000 | | - | - | - | - | 106 | 106 | - | - | - | - | - | - | 10.60% |
| Training | 5319-600-700 | 22,000 | | 587 | 587 | 795 | 12,090 | 12,966 | 13,138 | - | - | - | - | - | - | 59.72% |
| Total | | 497,300 | | 22,192 | 44,258 | 68,466 | 105,094 | 141,545 | 166,567 | - | - | - | - | - | - | 33.49% |
| **INTEREST/BONDS** | | | | | | | | | | | | | | | | |
| Insurance (1) | 5316-000 | 104,391 | X | 8,351 | 16,703 | 26,098 | 33,405 | 43,844 | 52,196 | - | - | - | - | - | - | 50.00% |
| Radio | 5317-400 | 7,500 | X | 600 | 1,200 | 1,875 | 2,400 | 3,150 | 3,750 | - | - | - | - | - | - | 50.00% |
| Grand Total | | 1,211,937 | | 71,506 | 151,100 | 228,028 | 316,324 | 421,736 | 500,478 | - | - | - | - | - | - | 41.30% |

INSURANCE(1) AT END OF YEAR PART OF COST TRANSFERRED TO MACHINERY FUND
X Estimated 42%

10

BROWN COUNTY HIGHWAY
COUNTY AID BRIDGE CONSTRUCTION
ANALYSIS FOR YEAR 2009

| | Balance 1/1/2009 | County Levy | District Levy | Total Available | 2009 Expenditures | Balance 12/31/2009 |
|---|---|---|---|---|---|---|
| TOWN | | | | | | |
| Eaton | 24,000.00 | 12,000.00 | 12,000.00 | 48,000.00 | 22,672.90 | 25,327.10 |
| Glenmore | 131,059.28 | 10,000.00 | 10,000.00 | 151,059.28 | - | 151,059.28 |
| Green Bay | 117,519.92 | 20,000.00 | 20,000.00 | 157,519.92 | 32,484.76 | 125,035.16 |
| Holland | 398,003.02 | - | - | 398,003.02 | 10,662.32 | 387,340.70 |
| Humboldt | 29,053.68 | 15,000.00 | 15,000.00 | 59,053.68 | - | 59,053.68 |
| Lawrence | 118,099.75 | 10,000.00 | 10,000.00 | 138,099.75 | - | 138,099.75 |
| Ledgeview | 222,927.35 | 4,000.00 | 4,000.00 | 230,927.35 | - | 230,927.35 |
| Morrison | 58,586.11 | 5,000.00 | 5,000.00 | 68,586.11 | - | 68,586.11 |
| New Denmark | 99,037.16 | 1,000.00 | 1,000.00 | 101,037.16 | - | 101,037.16 |
| Pittsfield | 213,745.48 | 20,000.00 | 20,000.00 | 253,745.48 | - | 253,745.48 |
| Rockland | 141,321.16 | 15,000.00 | 15,000.00 | 171,321.16 | - | 171,321.16 |
| Scott | 68,956.18 | - | - | 68,956.18 | - | 68,956.18 |
| Wrightstown | 576,702.39 | 50,000.00 | 50,000.00 | 676,702.39 | - | 676,702.39 |
| VILLAGE | | | | | | |
| Ashwaubenon | 255,208.87 | - | - | 255,208.87 | - | 255,208.87 |
| Bellevue | 144,817.25 | 55,000.00 | 55,000.00 | 254,817.25 | - | 254,817.25 |
| Howard | 430,387.02 | 70,000.00 | 70,000.00 | 570,387.02 | - | 570,387.02 |
| Hobart | 69,712.49 | - | - | 69,712.49 | - | 69,712.49 |
| Suamico | 492,492.50 | 22,000.00 | 22,000.00 | 536,492.50 | - | 536,492.50 |
| TOTAL | 3,591,629.61 | 309,000.00 | 309,000.00 | 4,209,629.61 | 65,819.98 | 4,143,809.63 |

AUSTIN STRAUBEL INTERNATIONAL AIRPORT
GIFT / CHEESE SHOP

| | JAN | FEB | MARCH | APRIL | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | Y-T-D |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2009 | 32,219 | 31,795 | 33,717 | 36,037 | 40,823 | | | | | | | | 174,592 |
| 2008 | 110,713 | 54,601 | 64,005 | 57,622 | 60,064 | 64,486 | 72,379 | 74,675 | 72,167 | 70,499 | 48,484 | 55,617 | 805,311 |
| 2007 | 41,270 | 42,050 | 41,279 | 48,584 | 57,116 | 58,571 | 79,078 | 87,547 | 86,928 | 100,901 | 104,309 | 108,206 | 855,839 |
| 2006 | 49,262 | 41,880 | 49,214 | 44,758 | 49,999 | 60,461 | 67,845 | 79,971 | 81,068 | 79,459 | 67,094 | 85,428 | 756,438 |
| 2005 | 46,114 | 36,813 | 45,226 | 44,489 | 49,023 | 56,915 | 72,978 | 75,502 | 75,389 | 71,031 | 77,378 | 72,091 | 722,948 |
| 2004 | 53,629 | 37,412 | 44,031 | 30,175 | 47,960 | 54,249 | 62,498 | 80,020 | 62,663 | 94,315 | 65,791 | 73,758 | 706,502 |
| 2003 | 39,977 | 35,377 | 38,414 | 37,658 | 44,602 | 54,783 | 63,347 | 69,858 | 72,701 | 73,756 | 66,923 | 71,156 | 668,552 |
| 2002 | 45,555 | 36,965 | 41,869 | 39,471 | 45,407 | 52,822 | 68,334 | 69,629 | 70,757 | 68,596 | 70,229 | 85,054 | 694,688 |
| 2001 | 34,495 | 34,657 | 39,561 | 36,134 | 41,077 | 46,976 | 59,147 | 58,762 | 46,537 | 57,331 | 57,660 | 64,783 | 577,121 |
| 2000 | 32,671 | 29,890 | 36,349 | 36,513 | 42,599 | 45,053 | 54,917 | 60,282 | 59,100 | 61,086 | 56,771 | 61,182 | 576,412 |
| 1999 | 29,120 | 27,418 | 35,999 | 33,789 | 35,148 | 44,944 | 56,967 | 57,692 | 61,700 | 62,147 | 61,572 | 55,721 | 562,217 |
| 1998 | 58,840 | 28,210 | 28,932 | 32,074 | 28,895 | 39,079 | 46,409 | 57,154 | 42,361 | 49,052 | 49,085 | 54,234 | 514,326 |
| | 573,865 | 437,068 | 498,595 | 477,304 | 542,714 | 578,338 | 703,900 | 771,092 | 731,372 | 788,173 | 725,296 | 787,230 | 7,614,946 |

14

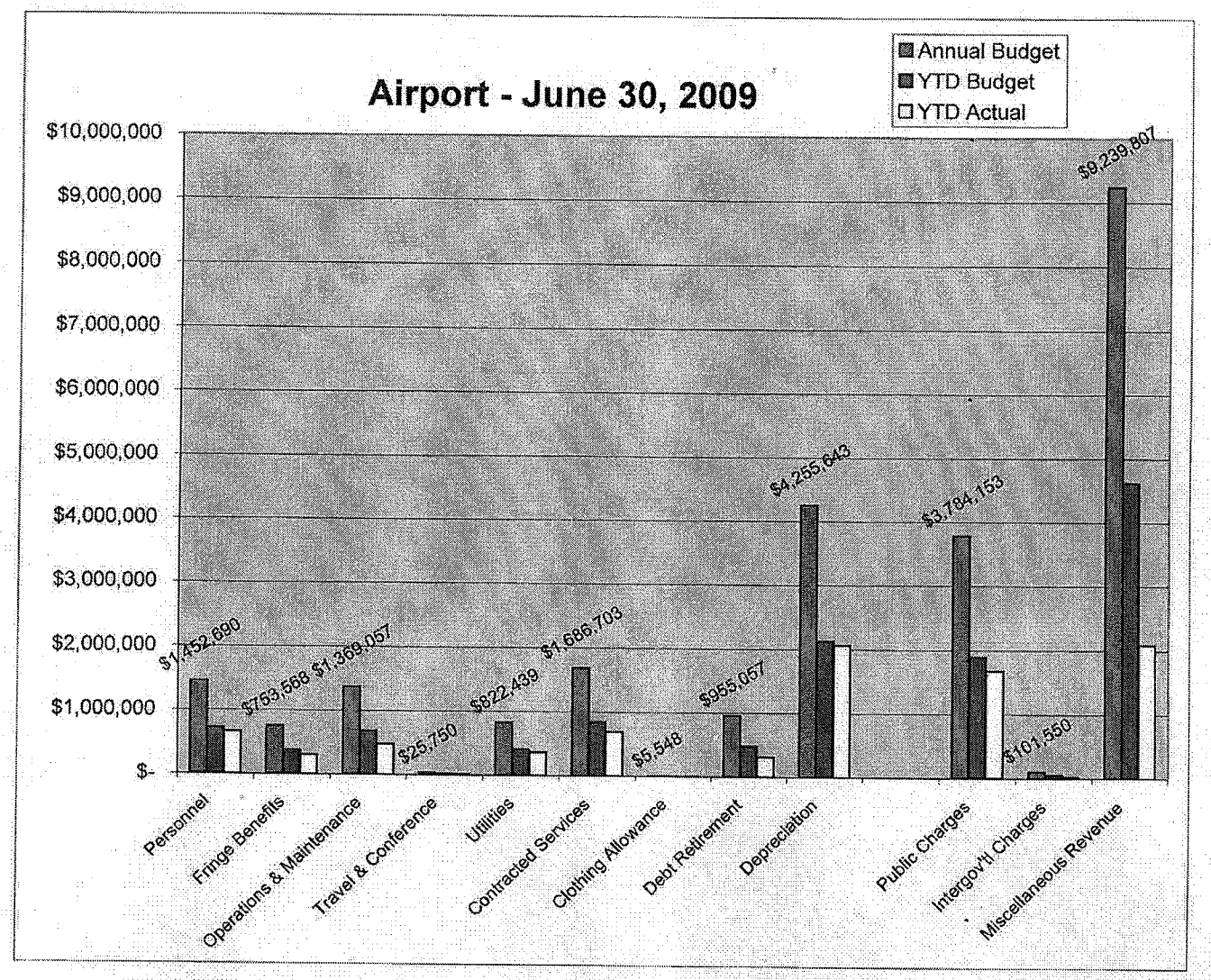
**Brown County**
**Airport**
**Budget Status Report**
June-09

| | Annual Budget | YTD Budget | YTD Actual |
|---|---|---|---|
| Personnel | $1,452,690 | $726,345 | $668,841 |
| Fringe Benefits | $753,568 | $376,784 | $301,944 |
| Operations & Maintenance | $1,369,057 | $684,529 | $477,884 |
| Travel & Conference | $25,750 | $12,875 | $8,927 |
| Utilities | $822,439 | $411,220 | $359,493 |
| Contracted Services | $1,686,703 | $843,352 | $691,825 |
| Clothing Allowance | $5,548 | $2,774 | $3,013 |
| Debt Retirement | $955,057 | $477,529 | $316,718 |
| Depreciation | $4,255,643 | $2,127,822 | $2,064,731 |
| | | | |
| Public Charges | $3,784,153 | $1,892,077 | $1,675,789 |
| Intergov'tl Charges | $101,550 | $50,775 | $22,567 |
| Miscellaneous Revenue | $9,239,807 | $4,619,904 | $2,086,788 |

HIGHLIGHTS

At the end of June all expense accounts are in line with the annual budget.

While revenue is under budget, the statement does not reflect the upcoming FAA grants for the new Snow Removal Equipment Building, or the ARRA Project.



# FOREIGN-TRADE SUBZONE OPERATIONS AGREEMENT

This Agreement is made by and between Brown County, Wisconsin, a public municipal corporation whose principal address is 2561 South Broadway Street, Green Bay, WI 54304 (hereinafter referred to as "ZONE GRANTEE"), and Marinette Marine Corporation, a Wisconsin corporation whose principal address is 1600 Ely Street, Marinette, WI 54314 (hereinafter referred to as "SUBZONE OPERATOR").

## WITNESSETH

WHEREAS, ZONE GRANTEE has been approved by the United States Foreign-Trade Zones Board (the "Board") as grantee of Foreign Trade Zone No. 167; and

WHEREAS, the Board granted authority to establish, operate, and maintain subzone status at Marinette Marine Corporation's plant in Marinette, Wisconsin and in so doing approved Foreign-Trade Subzone No. 167D (the "Subzone") ; and

WHEREAS, ZONE GRANTEE deems it practicable to limit its participation in the everyday operations of the Subzone and to place the operation of the Subzone under the supervision of SUBZONE OPERATOR; and

WHEREAS, SUBZONE OPERATOR, upon the terms and conditions herein set forth, desires to undertake the development and exclusive operational management of Foreign-Trade Subzone activities at the Subzone herein described in accordance with standards of operation required by U.S. Customs and Border Protection ("Customs") and the Board.

NOW THEREFORE, the parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

## 1. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted -- ZONE GRANTEE grants SUBZONE OPERATOR the exclusive authority to utilize the Subzone as a Foreign-Trade Subzone subject to the terms, conditions, agreements and restrictions herein set forth, for the term hereof and for any extensions thereof.

1.2 Authority Accepted -- SUBZONE OPERATOR assumes full responsibility for the operation and management of the Subzone and agrees to operate and manage the Subzone in accordance with the terms and conditions of this Agreement during the term hereof, including any extensions thereof.

2. STANDARDS OF OPERATION

2.1 Foreign-Trade Zone Operations Manual -- SUBZONE OPERATOR has established and shall maintain standards of operation and management set out in a Foreign-Trade Subzone Operations Manual so as to conform to requirements of the Board and Customs, and to require conformance thereto of all persons, firms and corporations admitted by it to such premises.

2.2 Right of Entry -- Representatives of ZONE GRANTEE, the Board, Customs and other authorized U.S. Government officers, shall have the right to enter the Subzone at any time for the authorized and lawful purpose of examining the same, conferring with SUBZONE OPERATOR, its agents, invitees, and employees on such premises, inspecting and checking operations, supplies, equipment and merchandise, and determining whether the business is being conducted in accordance with the required Subzone procedures and this Agreement. All such entries shall be in accordance with SUBZONE OPERATOR's established security procedures and with reasonable advance notice to SUBZONE OPERATOR.

2.3 Foreign-Trade Zone Operation Instruments and Forms -- Each party shall deliver such further instruments and forms and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement. Without limiting ZONE GRANTEE's rights as provided herein, the parties specifically recognize that ZONE GRANTEE is not obligated to, and does not intend to monitor day-to-day activity of the Subzone and the appearance of its name on documentation shall not be construed as a representation that ZONE GRANTEE has any knowledge, actual or constructive, of the quantity, character, status designation, identification, or time of admission, transfer or release of goods into or from the Subzone and that any information contained in documentation is the representation solely of SUBZONE OPERATOR, and not of ZONE GRANTEE.

3. RECORDKEEPING

3.1 Annual Reports -- SUBZONE OPERATOR agrees to submit to ZONE GRANTEE at the end of each fiscal year reports containing data required by the Board and Customs. All such statements shall be signed by appropriate SUBZONE OPERATOR officials, certifying the accuracy of the reports. SUBZONE OPERATOR shall be responsible for preparing statistical information and a narrative report as required for the Annual Report to the Board.

3.2 Confidentiality -- All financial and operations information concerning Subzone operations shall be kept confidential by ZONE GRANTEE except that which is required to be made public by the Board. Any and all procedures manuals, computer programs, computer reports, and systems designs developed by SUBZONE

OPERATOR for the Subzone operations shall be the sole property of SUBZONE OPERATOR, and will not be disclosed to any other entity. ZONE GRANTEE agrees that, to the extent legally permissible, it will not deliberately convey or disclose information provided by SUBZONE OPERATOR to ZONE GRANTEE to any person, governmental agency, company, corporation or other party unless prior approval in writing is obtained from SUBZONE OPERATOR. If SUBZONE OPERATOR requests the return of any or all of the material, ZONE GRANTEE shall return that which SUBZONE OPERATOR requests.

3.3 Record Retention -- All financial and accounting records concerning Subzone operations shall be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the Subzone, whichever is longer, and all such records shall be available at the Subzone for inspection and audit by ZONE GRANTEE, Customs, or the Board, during normal business hours.

4. ADMINISTRATIVE EXPENSE

4.1 Administrative Charges -- SUBZONE OPERATOR agrees to pay, or cause to be paid, all costs, expenses, and taxes (if any) of the Subzone operation, including, but not limited to, construction, installation, improvements, security, maintenance, inventory control systems and personnel, and as otherwise provided herein. In addition, SUBZONE OPERATOR agrees to reimburse ZONE GRANTEE for the reasonable value of actual services rendered by ZONE GRANTEE, at an agreed upon fee of $250.00 per month. Each monthly fee shall be payable on net 30 day terms against monthly invoices issued by ZONE GRANTEE TO SUBZONE OPERATOR. Each December, Brown County will review the annual thru put of Marinette Marine and will adjust the fee structure for Foreign Trade Zone #167, Subzone D to accurately reflect Marinette Marine's FTZ activity.

4.2 Administrative Charge Increases -- The Administrative Charges agreed upon shall remain in effect for the duration of this Agreement. ZONE GRANTEE may request that the amount of the Administrative Charges be reviewed upon the expiration of the Agreement and/or the expiration of any successive 5 year extension period (as set forth in Section 7). ZONE GRANTEE shall give notice of its intent to request such a review sixty (60) days in advance of the expiration of the Agreement or 5 year extension period. Any increases proposed by ZONE GRANTEE shall be based on increases in the actual services provided by ZONE GRANTEE to SUBZONE OPERATOR and/or increases in the reasonable and inflationary costs which ZONE GRANTEE incurs in rendering services to SUBZONE OPERATOR. Both parties agree to negotiate in good faith any increases to the Administrative Charges.

4.3 Customs Administration Expense -- SUBZONE OPERATOR shall pay, or cause to be paid, the full cost of all Customs administrative fees attributable to

Subzone operations. If practicable, ZONE GRANTEE shall ask Customs to bill SUBZONE OPERATOR directly for Customs expense attributable to the Subzone. If direct billing is not practicable, SUBZONE OPERATOR shall immediately reimburse ZONE GRANTEE for all said expenses attributable to Subzone operations.

4.4 Customs Bond Expense -- SUBZONE OPERATOR shall pay the full cost of any Customs bond required by Customs for operation of the Subzone. If practicable, ZONE GRANTEE shall ask Customs to accept the bond directly from ZONE OPERATOR. If Customs refuses to so accept said bond directly from SUBZONE OPERATOR, SUBZONE OPERATOR shall immediately reimburse ZONE GRANTEE for all said expense attributable to the Subzone operations.

## 5. INDEMNIFICATION

5.1 Grantee Indemnification -- SUBZONE OPERATOR agrees to protect, indemnify and hold harmless ZONE GRANTEE, its directors, officers, employees and agents from and against any and all loss, damage, and liability, including attorneys' fees and costs, whether insured or not, arising out of or incident to SUBZONE OPERATOR's Subzone operations hereunder. ZONE GRANTEE agrees to provide SUBZONE OPERATOR with prompt notice in writing of any state of facts or situation arising out of SUBZONE OPERATOR's Subzone operations that may give rise to a claim by ZONE GRANTEE for indemnification. SUBZONE OPERATOR shall have the right to direct and control the defense and settlement of such claim and be responsible for legal fees and other costs incurred in such defense and settlement.

5.2 Subzone Operator Indemnification -- ZONE GRANTEE agrees to protect, indemnify and hold harmless SUBZONE OPERATOR, its directors, officers, employees and agents from and against any and all loss, damage, and liability, including attorneys' fees and costs, whether insured or not, arising out of or incident to ZONE GRANTEE's actions as grantee of the Subzone. SUBZONE OPERATOR agrees to provide ZONE GRANTEE with prompt notice in writing of any state of facts or situation arising out of ZONE GRANTEE's actions as Grantee of the Subzone that may give rise to a claim by SUBZONE OPERATOR for indemnification. ZONE GRANTEE shall have the right to direct and control the defense and settlement of such claim and be responsible for legal fees and other costs incurred in such defense and settlement.

## 6. RECOGNITION OF SUCCESSOR

ZONE GRANTEE agrees to recognize any successor to SUBZONE OPERATOR under this Agreement as long as it is a subsidiary, affiliate, or parent of SUBZONE OPERATOR. ZONE GRANTEE shall not unreasonably withhold approval of any other successor to SUBZONE OPERATOR under this Agreement. In any event, notice of the closing of a sale, sublease or other change of interest in the ownership of or

operations conducted at the Subzone must be given in writing by SUBZONE OPERATOR at least sixty (60) days prior to such sale, sublease, or other change and shall contain the names and addresses of every person acquiring any interest in the ownership of or operations conducted at the Subzone. If the successor in interest is other than a subsidiary, affiliate, or parent of SUBZONE OPERATOR or successor approved as required above, ZONE GRANTEE shall have the option and right to cancel this Agreement within thirty (30) days after receipt of the notice from SUBZONE OPERATOR.

7. TERM AND RENEWAL

Unless terminated as herein provided, this Agreement shall remain in effect for five (5) years commencing on the date of execution of this Agreement and shall thereafter be automatically extended for successive five (5) year terms, upon the same terms and conditions hereof, unless terminated as hereafter provided.

8. DEACTIVATION/REACTIVATION

In the event that SUBZONE OPERATOR chooses to deactivate the Subzone, this Agreement shall remain in effect, but no further monthly fees shall be due ZONE GRANTEE from SUBZONE OPERATOR during the period the Subzone is not activated. In the event SUBZONE OPERATOR chooses to voluntarily deactivate the Subzone, SUBZONE OPERATOR shall provide one hundred twenty (120) days prior written notice to ZONE GRANTEE. Such notice requirement shall not apply in the event such deactivation is mandated by Customs. For purposes of this Agreement, deactivation will occur on the effective date so fixed by Customs. At such time as SUBZONE OPERATOR chooses, it may reactivate the Subzone and resume payment of applicable fees. The resumption of payment shall be determined based upon the date fixed by Customs as the date of reactivation. SUBZONE OPERATOR shall furnish ZONE GRANTEE with a copy of any deactivation and reactivation letters provided to Customs.

9. RIGHTS AND OBLIGATIONS UPON TERMINATION

9.1 Termination by SUBZONE OPERATOR -- SUBZONE OPERATOR shall have the right, at any time, to voluntarily terminate this Agreement and all rights and obligations hereunder upon one hundred twenty (120) days prior written notice.

9.2 Termination by ZONE GRANTEE -- In the event ZONE GRANTEE for any reason wishes to terminate its participation in Foreign-Trade Zone or Subzone activities hereunder, at least one hundred twenty (120) days prior written notice must be delivered to SUBZONE OPERATOR, and SUBZONE OPERATOR shall have the right, directly or through another entity, to assume the rights and obligations of ZONE GRANTEE subject to the approval of the Board.

9.3 Termination of SUBZONE OPERATOR -- This Agreement may also be terminated, at the option of and upon prior written notice from ZONE GRANTEE, if SUBZONE OPERATOR breaches this Agreement in any material respect, and the breach is not cured within one hundred twenty (120) days after written notice thereof from ZONE GRANTEE to SUBZONE OPERATOR, except that if SUBZONE OPERATOR shall present to ZONE GRANTEE within the one hundred twenty (120) day period a written plan to cure the breach, the time to cure such breach shall be extended as long as SUBZONE OPERATOR commences promptly and proceeds diligently to cure such breach.

10. INDEPENDENT CONTRACTOR STATUS

ZONE GRANTEE and SUBZONE OPERATOR are not and shall not be considered as, partners, or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. ZONE GRANTEE and SUBZONE OPERATOR agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another.

11. EFFECTIVE DATE OF CONTRACT

This Agreement shall become effective between the parties hereto upon the date of execution.

12. NOTICES

All notices to ZONE GRANTEE shall be hand delivered or sent by certified mail, return receipt requested, addressed to ZONE GRANTEE at the address stated on the first page of this Agreement or at such other address as ZONE GRANTEE designates in writing. All notices to SUBZONE OPERATOR shall be hand delivered or sent by certified mail, return receipt requested, addressed to SUBZONE OPERATOR at the address stated on the first page of this Agreement or at such other address as SUBZONE OPERATOR designates in writing. The date of delivery if by certified mail, as evidenced by the postal return receipt, shall be deemed the date of service of the notice.

13. MISCELLANEOUS

13.1 Construction -- This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act, regulations adopted by the Board and Customs thereunder and all amendments thereto, and the applicable laws of the State of Wisconsin.

13.2 Counterparts -- This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

13.3 Further Instruments and Actions -- Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of the Agreement.

13.4 Headings -- Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

13.5 Integration -- This instrument contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

13.6 Severability -- If any provision of this Agreement is declared void or defective, that declaration will not affect the validity of any other provision of this Agreement.

13.7 Waiver -- No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the party's right to demand exact compliance with the terms hereof.

13.8 Gender -- All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular, or plural, any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require.

13.9 Amendment -- This Agreement cannot be changed orally but only by an agreement in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of this 7th day of July, 2009.

**Brown County, Wisconsin**
ZONE GRANTEE

Attest:

By: _____

By: _____

Title: _____

Title: _____

**Marinette Marine Corporation**
SUBZONE OPERATOR

Attest:

By: _____

By: _____

Title: _____

Title: _____

August 19, 2009

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

Ladies & Gentlemen:

RESOLUTON TO INCREASE BROWN COUNTY'S SOLID WASTE DISPOSAL FEE BY THE CURRENT STATE OF WISONSIN INCREASE

WHEREAS, Brown County operates a Solid Waste Transfer Station that collects solid waste from Brown County waste generators and hauls it to the Winnebago County Landfill for disposal.

WHEREAS, Brown County collects tipping fees from the users of the Brown County Waste Transfer Station to recover the cost of its operation. These costs include fees assessed by the State of Wisconsin.

WHEREAS, the State of Wisconsin assesses a State Solid Waste Fee on each ton of waste disposed of in Wisconsin landfills. This Fee is used to support recycling, environmental management, non-point pollution, solid waste landfill administration, the Solid Waste facility Siting Board and other State budgetary or non-solid waste programs.

WHEREAS, the State of Wisconsin's Solid Waste Fee was $5.90 per ton of waste landfilled.

WHEREAS, the State of Wisconsin has increased the State Solid Waste Fee by $7.10 per ton to a total of $13.00 per ton.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves the Port & Solid Waste Department increasing the Brown County Waste Transfer Station Regular Waste Disposal Fee for Regular Refuse by $7.10 per ton to $37.10 per ton as of September 1, 2009.

Respectfully submitted.

BROWN COUNTY HARBOR COMMISSION

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Approved By:

_____
COUNTY EXECUTIVE

Date Signed: _____

Final Draft Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

| SUPERVISOR NAMES | DIST. # | AYES | NAYS | ABSTAIN |
|---|---|---|---|---|
| WARPINSKI | 1 | | | |
| DE WANE | 2 | | | |
| NICHOLSON | 3 | | | |
| THEISEN | 4 | | | |
| KRUEGER | 5 | | | |
| HAEFS | 6 | | | |
| ERICKSON | 7 | | | |
| BRUNETTE | 8 | | | |
| ZIMA | 9 | | | |
| EVANS | 10 | | | |

| SUPERVISOR NAMES | DIST. # | AYES | NAYS | ABSTAIN |
|---|---|---|---|---|
| LA VIOLETTE | 14 | | | |
| ANDREWS | 15 | | | |
| KASTER | 16 | | | |
| KNIER | 17 | | | |
| WILLIAMS | 18 | | | |
| FLECK | 19 | | | |
| CLANCY | 20 | | | |
| WETZEL. | 21 | | | |
| MOYNIHAN | 22 | | | |
| SCRAY | 23 | | | |

| | | | | |
|---|---|---|---|---|
| VANDER LEEST | 11 | | | |
| JOHNSON | 12 | | | |
| DANTINNE, JR | 13 | | | |

| | | | | |
|---|---|---|---|---|
| HOEFT | 24 | | | |
| LUND | 25 | | | |
| FEWELL | 26 | | | |

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

09-31

# GRANT APPLICATION REVIEW

Department: UW-Extension Preparer: Karen Early/Judy Knudsen Date: 7/15/09

Grant Title: Brown County Fruit and Vegetable Access Audit Grantor Agency: State of Wisconsin - Division of Public Health

Grant Period: August 2009 to June 30, 2010 Grant # (if applicable):

Brief description of activities/items proposed under grant:

Funding from this grant will provide an opportunity for Brown County to assist the State of Wisconsin Division of Public Health in meeting its 2010 quota: 50 Wisconsin communities will conduct an environmental audit to determine the number and location of outlets for fruits and vegetables. The inventory will be summarized and utilized to develop a plan to increase access to fruits and vegetables leading to an implementation of an intervention. This audit is part of the Wisconsin Nutrition and Physical Activity State plan to reduce obesity.

Total Grant Amount: $ 10,000 Yearly Grant Amount: $ 2009 - $4,000 2010 - $6,000 Term of Grant: 1 Year

Is this a new grant or a continuation of an existing grant? ☒ New ☐ Continuation

If a continuation, how long have we received the grant?

Are the activities proposed under the grant mandated or statutorily required? ☐ Yes ☐ No

Will the grant fund new or existing positions? ☒ Yes ☐ No If yes, explain:
LTE - Fruit and Vegetable Access Coordinator

Are matching resources required? ☐ Yes ☒ No If so, what is the amount of the match $
How will it be met?

Explain any ongoing cost to be assumed by the Cnty (ie, maint. costs, software licenses, etc.):
N/A

Explain any maintenance of efforts once the grant ends:
N/A

| **Budget Summary:** | | |
|---|---|---|
| | Salaries: | $6,820.00 |
| | Fringe Benefits: | 1,680.00 |
| | Operation and Maintenance: | 950.00 |
| | Travel/Conference/Training: | 550.00 |
| | Contracted Services: | |
| | Outlay: | |
| | Other *(list)*: | |
| | **Total Expenditures:** | **$10,000** |
| | **Total Revenues:** | **$10,000** |
| | **Required County Funds:** | **0** |

**APPROVALS**

Judith A. Knudsen
*Signature of Department Head*

Date: 7-15-09

Lynn A. Vander Langenberg
*Signature of Director of Administration*

Date: 7/15/09

Rev. 5/1/09

21

August 19, 2009

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

Ladies & Gentlemen:

RESOLUTION REGARGING CHANGE IN TABLE OF ORGANIZATION
UW-EXTENSION DEPARTMENT
ADDITION OF LIMITED TERM EMPLOYEE
(Fruit and Vegetable Access Coordinator)

WHEREAS, the UW-Extension has received a grant from the Brown County Fruit & Vegetable Access for the time period of September 1, 2009, through June 30, 2010; and

WHEREAS, the grant funds will allow the addition of a Limited Term Employee (LTE) Fruit and Vegetable Access Coordinator to their Table of Organization. The Fruit and Vegetable Access Coordinator will be responsible for conducting an environmental audit to determine the number and location of outlets for fruit and vegetables in Brown County. This position is 100% grant funded with no benefits; and

WHEREAS, the Human Resources Department in conjunction with UW-Extension is recommending the addition of a LTE Fruit and Vegetable Access Coordinator to the UW-Extension Table of Organization for the time period of September 1, 2009, through June 30, 2010; and

WHEREAS, the Planning, Development & Transportation Committee and Executive Committee concur with the above proposed change to the UW Extension Table of Organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the addition of a LTE Fruit and Vegetable Access Coordinator to the UW Extension Table of Organization for the time period of September 1, 2009, through June 30, 2010.

BE IT FURTHER RESOLVED, that the position is 100% grant funded with no benefits resulting in no fiscal impact to the budget.

**Fiscal Impact: NONE**

Respectfully submitted,

PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

_____

COUNTY EXECUTIVE

Date Signed: _____

Final Draft Approved by Corporation Counsel

**BOARD OF SUPERVISORS ROLL CALL #_____**

_____

**Motion made by Supervisor** _____

**Seconded by Supervisor** _____

| SUPERVISOR NAMES | DIST. # | AYES | NAYS | ABSTAIN |
|---|---|---|---|---|
| WARPINSKI | 1 | | | |
| DE WANE | 2 | | | |
| NICHOLSON | 3 | | | |
| THEISEN | 4 | | | |
| KRUEGER | 5 | | | |
| HAEFS | 6 | | | |
| ERICKSON | 7 | | | |
| BRUNETTE | 8 | | | |
| ZIMA | 9 | | | |
| EVANS | 10 | | | |
| VANDER LEEST | 11 | | | |
| JOHNSON | 12 | | | |
| DANTINNE, JR | 13 | | | |

| SUPERVISOR | DIST. # | AYES | NAYS | ABSTAIN |
|---|---|---|---|---|
| LA VIOLETTE | 14 | | | |
| ANDREWS | 15 | | | |
| KASTER | 16 | | | |
| KNIER | 17 | | | |
| WILLIAMS | 18 | | | |
| FLECK | 19 | | | |
| CLANCY | 20 | | | |
| WETZEL. | 21 | | | |
| MOYNIHAN | 22 | | | |
| SCRAY | 23 | | | |
| HOEFT | 24 | | | |
| LUND | 25 | | | |
| FEWELL | 26 | | | |

**Total Votes Cast** _____

**Motion:** **Adopted** ____ **Defeated** ____ **Tabled** ____

August 19, 2009

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

Ladies & Gentlemen:

RESOLUTION REGARDING CHANGE IN TABLE OF ORGANIZATION
UW-EXTENSION DEPARTMENT
ADDITION OF LIMITED TERM EMPLOYEE
(Healthy Lifestyles Youth Coordinator)

WHEREAS, the UW-Extension has received funds from Boys and Girls Club of Green Bay for the time period of June 1, 2009, through December 1, 2009; and

WHEREAS, the funds will allow the addition of a Limited Term Employee (LTE) Healthy Lifestyles Youth Coordinator to their Table of Organization. The Healthy Lifestyles Youth Coordinator will provide education to low-income youth through the Boys and Girls Club for summer programs and after-school settings. This position is part of an initiative to teach healthy eating habits to promote healthy weight in youth. This position is 100% grant funded with no benefits; and

WHEREAS, the Human Resources Department in conjunction with UW-Extension is recommending the addition of a LTE Healthy Lifestyles Youth Educator to the UW-Extension Table of Organization for the time period of June 1, 2009, through December 1, 2009; and

WHEREAS, the Planning, Development & Transportation Committee and Executive Committee concur with the above proposed change to the UW-Extension Table of Organization; and

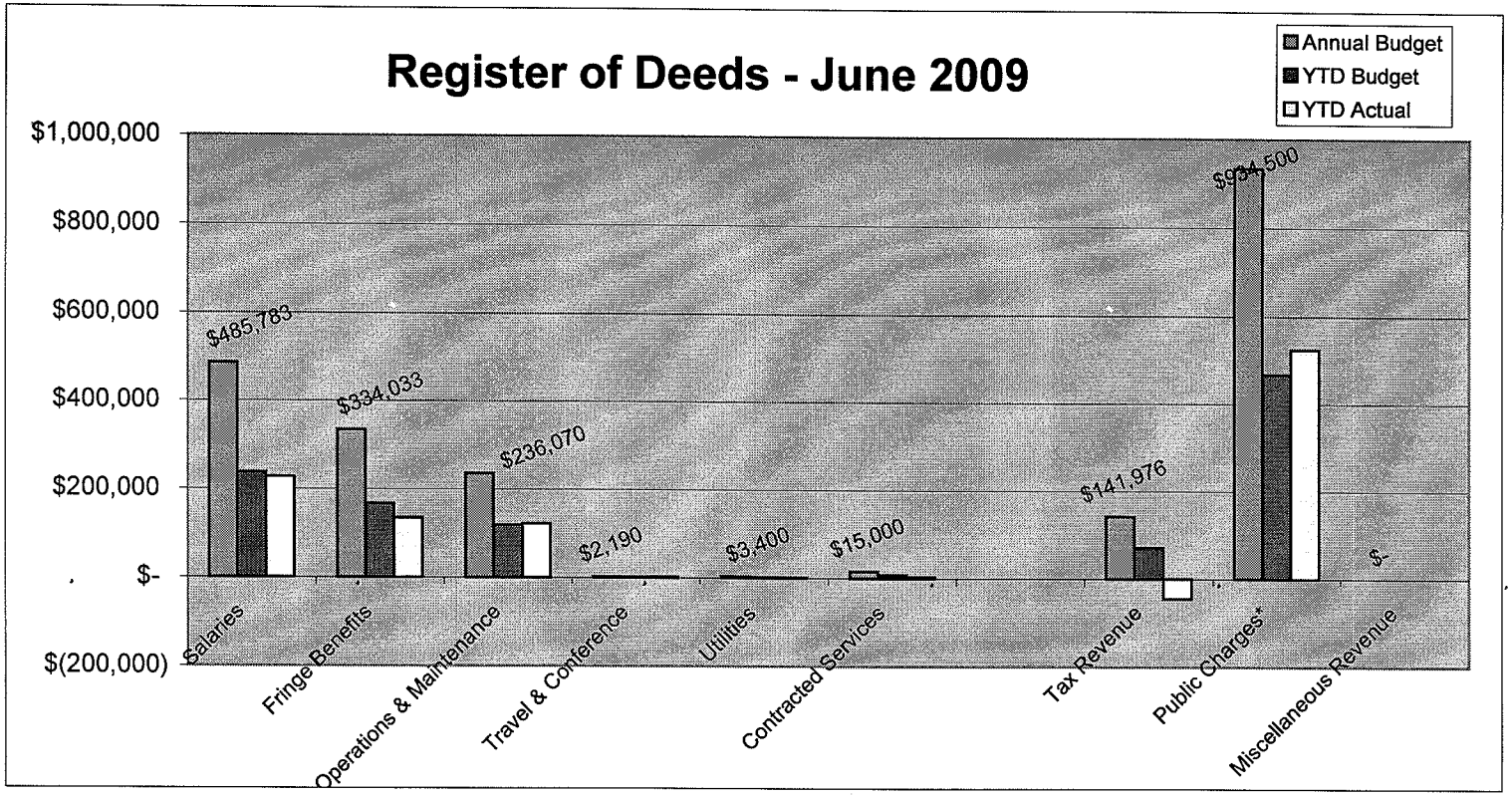
NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the addition of a LTE Healthy Lifestyles Youth Coordinator to the UW-Extension Table of Organization for the time period of June 1, 2009, through December 1, 2009; and

Brown County
Register of Deeds
Budget Status Report
6/30/2009

| | Annual Budget | YTD Budget | YTD Actual |
|---|---|---|---|
| Salaries | $ 485,783 | $ 237,286 | $ 227,261 |
| Fringe Benefits | $ 334,033 | $ 167,016 | $ 134,357 |
| Operations & Maintenance | $ 236,070 | $ 118,036 | $ 121,784 |
| Travel & Conference | $ 2,190 | $ 1,095 | $ 2,050 |
| Utilities | $ 3,400 | $ 1,700 | $ 1,509 |
| Contracted Services | $ 15,000 | $ 7,500 | $ 3,681 |
| | | | |
| Tax Revenue | $ 141,976 | $ 70,988 | $ (45,275) |
| Public Charges* | $ 934,500 | $ 467,250 | $ 524,462 |
| Miscellaneous Revenue | $ - | $ - | $ - |

HIGHLIGHTS:
Cost categories are within budget.

Revenue received in excess of costs is returned to the General Fund. The revenue is dependant on the housing market, which has had decreased activity since 2006.




25

July 22, 2009

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

Ladies and Gentlemen:

**RESOLUTION REGARDING REQUESTING THAT THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION EXCLUDE ROUNDABOUTS IN THAT PORTION OF THE US-41 PROJECT INVOLVING ROADS IN BROWN COUNTY**

WHEREAS, the State of Wisconsin Department of Transportation is commencing an improvement and expansion of US-41 in northeastern Wisconsin; and

WHEREAS, the Brown County portion of the expansion project shall involve nine (9) interchanges along US-41; and

WHEREAS, the citizens of Brown County have expressed concerns regarding pedestrian safety in regard to roundabouts; and

WHEREAS, the citizens of Brown County have expressed concerns regarding the negative impact roundabouts would have on commercial properties located in the reconstruction zone; and

WHEREAS, due to traffic volumes on the affected roadways, it appears that roundabouts will not provide an efficient traffic flow.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors respectfully request that the State of Wisconsin Department of Transportation exclude roundabouts on any Brown County roads reconstructed under the US-41 project.