

BOARD OF SUPERVISORS

Brown County



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PLAN, DEV. & TRANS. COMMITTEE
Dave Landwehr, Chair; Ray Suennen, Vice Chair
Amanda Chu, Norb Dantine, Tom Friberg,

PLANNING, DEVELOPMENT & TRANSPORTATION **COMMITTEE**

TUESDAY, NOVEMBER 23, 2021

5:30 PM (No Land Con Mtg)

**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 August 24, 2021.

Comments from the Public on Non-Agenda Items

1. **Review Minutes of:**
 - a. Energy Subcommittee (September 30, 2021).
 - b. Housing Authority (August 16, September 20, and October 18, 2021).
 - c. Planning Commission Board of Directors (June 2, August 4, and October 6, 2021).

Airport

2. Resolution to Authorize Sale of Property to the Oneida Nation.
3. Director's Report.

Extension

4. Extension – Budget Status Financial Reports for September and October 2021 – Unaudited.
5. Resolution Regarding Table of Organization Change for the UW-Extension Department – LTE Strong Bodies Instructor.
6. Director's Report.

Register of Deeds

7. Register of Deeds – Budget Status Financial Report for October 2021 – Unaudited.

Port & Resource Recovery

8. Budget Adjustment Request (21-100): Any increase in expenses with an offsetting increase in revenue.
9. RFP Pulliam Site Engineering Design and Cost Estimate – Request for Approval.
10. RFB Project 2461 ELF and SLF Well Abandonment/Replacement – Request for Approval.
11. Port 3rd Quarter Budget Performance Status Report – Request for Approval.
12. Resource Recovery 3rd Quarter Budget Performance Status Report – Request for Approval.
13. Director's Report.

Planning & Land Services

14. Presentation by the Greater Green Bay Chamber regarding county-specific accomplishments in 2020 and 2021.
15. Planning, Property Listing & Zoning – Budget Status Financial Reports for September and October 2021 – Unaudited.
16. Director’s Report.

Communications and Public Works – 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.

Energy Subcommittee Minutes, Brown County
Thursday, September 30, 2021, 5:30 PM
Room 200 305 Walnut St, Green Bay

Present: Chair Supervisor Suennen, Vice-Chair Supervisor Friberg, Jenny Brinker, Robert Kosky,
Nathan Carlson, Kyle Zimonick

Also attending; Public works Director, Paul Fontecchio

1. Call to Order by Chair Suennen
2. Approve/Modify Agenda
 - a. Motion by Friberg to Approve, Second by Zimonick
 - b. Motion unanimously carried
3. Motion to Approve/Modify Minutes of August 26, 2021 meeting
 - a. Motion to Approve by Friberg, Second by Kosky
 - b. Motion unanimously carried
4. Comments from the Public

No Public present
5. Welcome/Introduction of Members
 - a. First meeting for Rob Kosky, experience in Nuclear and Natural Gas
 - b. All members gave a brief introduction
6. Introduction and Update from Director of Public Works
 - a. Director Paul Fontecchio introduction – Civil Engineer for 30+ years
 - b. Overview of Public Works responsibilities:
 - I. County Building Maintenance
 - II. Housecleaning
 - III. Large Capital Projects – HVAC, Boiler, Building construction, Highway projects
 - IV. Highway maintenance and snow/ice removal
 - c. Airport, Zoo, Solid Waste, Port & Resource are outside of Facilities domain
7. Discussion with Paul Fontecchio:
 - a. Majority of county vehicles are diesel
 - b. Suennen asked what are some recent projects Public Works has been involved or will be involved in? Director state the
 - I. Court House will need to be modified for secure entry points
 - II. Old jail will need to be demolished
 - III. Construction of new jail pod almost complete
 - IV. Coroner's office almost complete
 - V. Fairground's will needs new buildings
 - c. Kosky asked about the functionality of Sherriff's Office solar panels.

Fontecchio stated that he has parts to fix the solar panels, but lacks the time/manpower to replace micoinverters.
 - d. Suennen asked about conversion of Diesel fleet to CNG (compressed natural gas)

Fontecchio replied this was looked at in the past, but due to a variety of factors; inadequate space in mechanic bay, current mechanics not specialized in CNG engines, they never reached a cost/benefit analysis.
 - e. Friberg asked about energy loss from Mechanic Bay. Is it heated?

Fontecchio replied, yes, the Mechanic Bay is heated and there is a massive amount of energy loss due to

- lack of space and
- multiple vehicles having to be moved in and out to reach other equipment.
- would like to have a new Mechanic Bay constructed (possibly consolidate from 4 to 2 locations)

f. Suennen asked about the county owned asphalt plant.

Fontecchio replied, large revenue savings have been realized by constructing the county's own asphalt plant. No longer have to pay market rates (\$10/ton less than private sector). Can change the mix of asphalt to suit various projects.

g. Suennen asked about recent energy upgrades to county facilities.

Fontecchio replied,

- I. high efficiency LED lighting retrofit has been going on over the past 1.5 years.
- II. Replacement of old lighting is on an incremental basis as it would be too expensive to replace everything at once.

h. Carlson asked are County facilities utilizing Focus on Energy rebates?

Fontecchio replied, Yes

i. Brinker asked about current building controls (Smart thermostats, etc)

Fontecchio replied,

- Building controls are so old that the parts aren't readily available from manufacturers and have to be sourced from Ebay.
- Various improvements to existing fleet like towed blades/plows for snow removal have the added benefit of reducing the amount of trucks needed to complete snow removal and reduced man hours.

j. Friberg asked what on the Public Works side can be upgraded or replaced to improve energy efficiency.

Fontecchio replied,

- Replacing old buildings would be the biggest area for improvement.
- Utilize energy consultants/audits to identify inefficiencies in current buildings.

k. Frigerig asked how much work is done in conjunction with the State of Wisconsin.

Fontecchio relied,

- 40% State,
- 40% County maintenance,
- 20% Capital Improvements

8. Discussion among committee

a. Friberg stated

- I. With the objective of the subcommittee being to identify areas of improvement to present to PD&T,
- II. the mechanic bay is a large source of inefficiency and should be considered for future projects by this committee.
- III. Meeting with other department heads should help us identify other projects and inefficiencies to address.

b. Suennen stated

- I. the County will first need to address projects of greatest need (i.e. New jail pod), before moving on to new projects.
- II. The highway department is very inefficient.
- III. Sophie Beaumont building is very inefficient.

- IV. With the sales tax ending in 2023, it will be difficult to start new projects unless the sales tax is renewed.
 - c. Brinker stated, design of new buildings will need to be focused around energy efficiency.
 - d. Zimonick stated, it is usually cheaper to build new buildings than retrofit old ones.
 - e. Carlson stated, energy assessments/audits should be done on inefficient buildings. Energy savings and utilizing rebates should allow for a relatively quick payback period on initial investment.
 - f. Brinker stated, has the County considered working/coordinating with the City of Green Bay? They have their own energy goals and is working with Johnson Controls.
 - g. Suennen stated, providing PD&T/County Board with a rough cost and ROI of proposed projects will help move ideas along. County Board is very finance oriented.
 - h. Brinker stated, Savings from improvements can be used to fund future projects
 - i. Suennen stated, Something to keep in mind is that since we are working as a governmental entity, some tax rebates may be unavailable.
9. Discussion about Energy Data

Suennen stated, Energy data is coming in from providers/utilities and should have most/all of the data within a few weeks.
10. Discussion re: Purpose, Goals and Objectives of Subcommittees
 - a. RS - Financials will be key in convincing the board of future projects.
 - b. Zimonick stated, Financing will be an important tool that the County can utilize.
 - c. Suennen stated, Homework assignment for all committee members:

Create list of ideas for future projects and discussion. All ideas are welcome.
 - d. Friberg asked, Can the natural gas production from the new landfill be sent directly to county facilities (i.e. asphalt plant)

Suennen replied, Landfill is currently connected to the natural gas system, metered.
 - e. Brinker asked, What is the cost that it is being purchased at by the utility?

Zimonick replied, Depends on the contract, but it should be near market rate.
Contract should be looked at for prices.
11. Such other matters as authorized by law

Suennen, Gave overview of walking quorum and how to avoid.
12. Discussion re: Future Agenda Items, Dates and Times

Next meeting set for Oct 28th at 5:45pm
13. Adjourn , motion at 7:05 PM

Motion by Friberg, Second by Brinker
Motion passed unanimously

MINUTES
BROWN COUNTY HOUSING AUTHORITY
Monday, August 16, 2021, 3:30 p.m.
Meeting Held Through Cisco WebEx

ROLL CALL:

Sup. Megan Borchardt	<u> X </u>	Ann Hartman	<u> X </u>
John Fenner	<u> X </u>	Corday Goddard-Chair	<u> X </u>

OTHERS PRESENT: Patrick Leifker, April Clark (ICS), Cheryl Renier-Wigg, & Kathy Meyer

APPROVAL OF MINUTES:

1. Approval of the minutes from the June 21st, 2021 meeting of the Brown County Housing Authority.

A motion was made by J. Fenner seconded by M. Borchardt to approve the minutes from the June 21st, 2021 meeting of the Brown County Housing Authority. Motion carried.

COMMUNICATIONS:

2. Resignation of Tom Diedrick from BCHA Board

SPECIAL ELECTION OF BCHA VICE-CHAIR

M. Borchardt volunteered as Vice-Chair of the Brown County Housing Authority.

A motion was made by A. Hartman seconded by J. Fenner that Megan Borchardt will serve as the Vice-Chair of the Brown County Housing Authority. Motion carried.

REPORTS:

3. Report on Housing Choice Voucher Rental Assistance Program:

- A. Preliminary Applications
There were 207 preliminary applications for July.
- B. Unit Count
The unit count for July was 2,822
- C. Housing Assistance Payments Expenses
The July HAP expense totaled \$1,494,058
- D. Housing Quality Standard Inspection Compliance.
351 Total, 43% passed on first visit, 24% passed on re-eval, 27% failed and 7% were a no show.
- E. Program Activity/52681B (administrative costs, portability activity, SEMAP)
Not reported on during BCHA Meeting.
- F. Family Self-Sufficiency Program (client count, participation levels, new contracts, graduates, escrow accounts, and homeownership)

In July there were 77 active FSS clients, 75% of clients in level one; 20% of clients in level two; 2% of clients in level three and 3% of clients in level four. There were 7 new contracts signed, 0 graduates, 52 active escrow accounts and 51 active homeowners.
- G. VASH Reports (new VASH and active VASH)
For July there were 0 new VASH clients, for a total of 41 active VASH clients.

- H. Langan Investigations Criminal Background Screening and Fraud Investigations
For July there were 14 new investigations, 14 active and 0 closed. Of the 157 background checks, 155 were approved, 1 denied, 1 pending. Initial applications 85% in the City of Green Bay, 5% in Howard, 3% in De Pere, 2% in Ashwaubenon, all others 1%. Fraud Investigations 72% in Green Bay, 14% in De Pere, 14% in Howard.
- I. Quarterly Langan Denials Report.
No report.
- I. Quarterly Active Cases Breakdown.
Head of Household is either Elderly or Disabled, 57%; Head of Household is not Elderly or Disabled but have earned income, 28%; Head of Household is not Elderly or Disabled, there is no earned income but there are dependents, 11%; Head of Household is not Elderly or Disabled, there is no earned income or dependents in the household, 4%.
- J. Quarterly End of Participation.
The top reasons for termination in the 2nd quarter were Voluntary Termination (27%), Late Annual (5%), Zero Assistance/Over Income (18%), Deceased (14%), Family Obligations Violation (12%), Criminal Activity (2%) and Port Outs Absorbed (22%).
- K. Quarterly Customer Service Satisfaction.
70% Excellent, 15% Very Good, 3% Good, 8% Fair, and 4% Poor.

A motion was made by A. Hartman, seconded by J. Fenner to receive, and place on file.
Motion carried.

OLD BUSINESS:

None

NEW BUSINESS:

- 4. Consideration with possible action to revise Brown County Housing Authority By-Laws to allow for virtual meeting options.

P. Leifker stated staff worked with Brown County Corporation Counsel on the verbiage within our by-laws that would allow the BCHA to conduct meetings in a virtual manner while still meeting quorum and voting requirements.

P. Leifker shared the proposed revisions to the by-laws within Section 7. Virtual or Telephone Attendance of Members. P. Leifker stated that Corporation Counsel is recommending that BCHA review this verbiage and that this option will go before the Brown County Board of Supervisors. P. Leifker explained the option to the Board and opened the floor up for discussion.

A motion was made by J. Fenner seconded by A. Hartman to table this motion until the next BCHA meeting. Motion carried.

- 5. Consideration with possible action on reporting requirements for the BCHA subcommittee.

P. Leifker stated that the subcommittee met for the first time on August 12, 2021. P. Leifker asked the Board if they wished to see the minutes of these meetings or would prefer to receive an update. It was recommended to add this as a standing agenda item on the BCHA meeting agenda. Board members agreed to have this as a standing agenda item on the BCHA meeting agenda.

A motion was made by A. Hartman, seconded by J. Fenner to amend the standing agenda to include this item. Motion carried.

- 6. Consideration with possible action to award Eight (8) Project Based Vouchers to Berkshire-Ashwaubenon project in response to the recently published Request for Proposals.

P. Leifker stated that after review of the proposal that was received, the selection committee would like to recommend the award of the requested Eight Project Based Vouchers to the Berkshire-Ashwaubenon project. The selection committee consisted of C. Goddard, M. Walker and P. Leifker.

P. Leifker stated that each of the selection committee members rated this project 100% on the score sheet. Brief discussion occurred.

A motion was made by J. Fenner, seconded by M. Borchardt to award the eight project- based vouchers to the Berkshire-Ashwaubenon project. Motion carried.

7. Consideration with possible action to publish a Request for Proposals (RFP) to seek proposals for Project Based Voucher developments on an ongoing basis.

P. Leifker stated that through conversations and research nationwide with other housing authorities that operate a little differently in terms of their request for proposals for project-based vouchers, and the way that they operate is by having an RFP as a standing ongoing item that is opened within their community. P. Leifker explained some of the benefits of this.

Discussion occurred.

Staff's recommendation is to us the standard Request for Proposal template we used for the last RFP.

A motion was made by J. Fenner, seconded by A. Fenner to accept the proposal to establish an open RFP. Motion carried.

8. Consideration with possible action to allow for BCHA payments to be issued prior to board approval only for the Emergency Housing Voucher program and its applicable service fees.

P. Leifker stated that Brown County Housing Authority was recently issued 35 Emergency Housing Vouchers. P. Leifker explained that with these vouchers there are allowable service fees that can be used for a variety of uses. P. Leifker further explained that these service fees are time sensitive which may result in a situation requiring that a check be issued more than once a month. Staff is requesting approval to issue these payments prior to BCHA Board approval if necessary. P. Leifker reviewed the proposed process.

Discussion occurred. The Board requested that these checks have dual signatures. P. Leifker will add this step to the process.

A motion was made by A. Hartman, seconded by M. Borchardt to approve allowing for BCHA payments to be issued prior to board approval only for the Emergency Housing Voucher program and its applicable service fees. Motion carried.

9. Consideration with possible action to adjust the date of the September BCHA meeting from Monday September 13, 2021 to Monday September 20, 2021.

At the beginning of this year, the board approved moving the September BCHA meeting due to the WAHA conference generally being held the third week of September. This year's conference is September 13-16th; therefore, staff is asking that the BCHA meeting be held on Monday September 20, 2021.

A motion was made by M. Borchardt, seconded by A. Hartman to approve the calendar change to move the BCHA meeting to September 20th. Motion carried.

10. Presentation of the Brown County Housing Authority Voucher Utilization Maps.

P. Leifker stated that this is something that he has been working with staff in the Planning and Land Services Department on. P. Leifker shared a map that represents the utilization for our

program throughout the entire county and thought having a visual would be helpful in our continuing discussions on the housing program.

Discussion occurred. Consensus was that this is very helpful, and the Board asked that this be updated and shared frequently. P. Leifker recommended adding this to the agenda as a quarterly report.

A motion was made by J. Fenner, seconded by M. Borchardt to approve adding this item to the agenda quarterly. Motion carried.

BILLS AND FINANCIAL REPORT:

11. Consideration with possible action on acceptance of BCHA Bills.

P. Leifker reviewed the bills.

A motion was made by J. Fenner, seconded by A. Hartman to accept, and place on file the BCHA bills. Motion carried.

12. Consideration with possible action on acceptance of BCHA Financial Report.

P. Leifker presented the financial report.

A motion was made by A. Hartman, seconded by J. Fenner to accept, and place on file the BCHA Financial Report. Motion carried.

ADMINISTRATOR'S REPORT AND INFORMATIONAL:

13. Executive Director's Report.

a. WERA Update

P. Leifker provided an update on the Wisconsin Emergency Rental Assistance (WERA) Program. If you know of anyone who needs rental assistance, please refer them to Newcap as Newcap is administering the program on behalf of Brown County. To date, they have administered over \$5 million in payment assistance.

b. WAHA Conference

P. Leifker shared the agenda of the Wisconsin Association of Housing Authorities (WAHA) Annual Fall Conference. The conference is September 13-16, 2021 at the Oshkosh Convention Center. We have budgeted for the Executive Director and one Commissioner to attend. On Wednesday there is the Commissioner Training taking place. If interested, please let P. Leifker know, and he will handle the registration. Rooms have already been reserved. J. Fenner expressed interest in attending.

OTHER: No other business.

Date of next scheduled meeting: September 20, 2021.

A motion was made by M. Borchardt, seconded by A. Hartman to adjourn the meeting. Motion carried.

Meeting adjourned at 4:36pm

MINUTES
BROWN COUNTY HOUSING AUTHORITY
Monday, September 20, 2021, 3:30 p.m.
Meeting Held Through Cisco WebEx

ROLL CALL:

Sup. Megan Borchardt	<u>Abs</u>	Ann Hartman	<u>X</u>
John Fenner	<u>X</u>	Corday Goddard-Chair	<u>X</u>

OTHERS PRESENT: Patrick Leifker, Megan Walker (ICS) & Kathy Meyer

APPROVAL OF MINUTES:

1. Approval of the minutes from the August 16th, 2021 meeting of the Brown County Housing Authority.

A motion was made by J. Fenner seconded by A. Hartman to approve the minutes from the August 16th, 2021 meeting of the Brown County Housing Authority as well as items #2 and #3, approval of the minutes of the August 12th and September 9th Brown County Housing Authority Subcommittee. Motion carried.

2. Approval of the minutes from the August 12th, 2021 meeting of the Brown County Housing Authority Subcommittee.

A motion was made by J. Fenner seconded by A. Hartman to approve the minutes from the August 16th, 2021 meeting of the Brown County Housing Authority as well as items #2 and #3, approval of the minutes of the August 12th and September 9th Brown County Housing Authority Subcommittee. Motion carried.

3. Approval of the minutes from the September 9th, 2021 meeting of the Brown County Housing Authority Subcommittee.

A motion was made by J. Fenner seconded by A. Hartman to approve the minutes from the August 16th, 2021 meeting of the Brown County Housing Authority as well as items #2 and #3, approval of the minutes of the August 12th and September 9th Brown County Housing Authority Subcommittee. Motion carried.

COMMUNICATIONS:

4. Publication and Response to the Family Self Sufficiency Notice of Funding Opportunity.

HUD published the Notice of Funding Opportunity (NOFO) for the Family Self Sufficiency Program for FY 2022. P. Leifker explained that this is the funding that ICS uses to administer the Family Self Sufficiency (FSS) program. This year we remained eligible for two fulltime positions within the FSS program. P. Leifker stated that this year NOFO allowed PHA's to request more funding than was previously provided. Through discussions with ICS staff, it was determined that the BCHA would increase their requested amount from \$90,308 to \$117,281. There is no guarantee of the increase in funding, but this has been the first year that the NOFO has allowed for an increase. Our NOFO submission was submitted and received by HUD and is pending review. P. Leifker stated that once a decision has been received, he will share it with the board.

A motion was made by J. Fenner, seconded by A. Hartman to receive, and place on file. Motion carried.

5. WI 186 FYE 12/31/2019 Section Eight Management Assessment Program Score.

P. Leifker explained the Section Eight Management Assessment Program (SEMAP) and indicated that this certification score was for fiscal year ending 2019. We were scored a High performance agency.

A motion was made by J. Fenner, seconded by A. Hartman to receive, and place on file.
Motion carried.

REPORTS:

6. Report on Housing Choice Voucher Rental Assistance Program:

- A. Preliminary Applications
There were 299 preliminary applications for August.
- B. Unit Count
The unit count for August was 2,832
- C. Housing Assistance Payments Expenses
The August HAP expense totaled \$1,501,198
- D. Housing Quality Standard Inspection Compliance.
407 Total, 52% passed on first visit, 16% passed on re-eval, 23% failed and 9% were a no show.
- E. Program Activity/52681B (administrative costs, portability activity, SEMAP)
Not reported on during BCHA Meeting.
- F. Family Self-Sufficiency Program (client count, participation levels, new contracts, graduates, escrow accounts, and homeownership)

In August there were 79 active FSS clients, 66 of clients in level one; 12 of clients in level two; and 1 client in level three. There were 4 new contracts signed, 2 graduates, 53 active escrow accounts and 51 active homeowners.
- G. VASH Reports (new VASH and active VASH)
For August there were 0 new VASH clients, for a total of 40 active VASH clients.
- H. Langan Investigations Criminal Background Screening and Fraud Investigations
For August there were 15 new investigations, 13 active and 2 closed. Of the 150 background checks, 147 were approved. Initial applications 90 in the City of Green Bay, followed by out of county and then De Pere. Fraud Investigations 9 in Green Bay, 2 in Howard and 2 in De Pere.

A motion was made by A. Hartman, seconded by J. Fenner to receive, and place on file.
Motion carried.

OLD BUSINESS:

7. Consideration with possible action to revise Brown County Housing Authority By-Laws to allow for virtual meeting options.

P. Leifker explained that as of today, he is still waiting on the final verbiage recommendations from Brown County Corporation Counsel. P. Leifker is recommending tabling this issue until guidance has been received.

A motion was made by A. Hartman, seconded by J. Fenner to table this issue until recommendations received from Brown County Corporation Counsel. Motion carried

NEW BUSINESS:

8. Consideration with possible action to review the BCHA's Annual Plan for FY 2022.

M. Walker explained that this is an annual follow-up plan to the 5-year plan and noted this is our annual submission for 2022. M. Walker highlighted the following in the plan.

- B2 under New Activities – marked “yes” due the BCHA adding 8 Project Based Units in Ashwaubenon.
- B3 Most recent fiscal year audit. We have not received the final report yet from the audit, so this was marked “no”.
- B6 Progress Report. M. Walker explained each of the goals, *Goal:* To improve the quality of assisted housing, *Goal:* Improve the utilization of the program throughout the entire BCHA jurisdiction. *Goal:* Ensure the continuation of the high integrity of the HCV program. *Goal:* Promote self-sufficiency of assisted households. *Goal:* Ensure equal opportunity and affirmatively further fair housing. *Goal:* Expand assisted housing choices.

M. Walker stated the plan will be presented to the Resident Advisory Board on September 22nd. A public hearing is scheduled for October 12th and the plan will be submitted to HUD in October for approval.

A motion was made by A. Hartman, seconded by J. Fenner to approve the annual plan for submission to HUD. Motion carried.

9. Consideration with possible action on review the established Fair Market Rents for 2022 for Brown County.

P. Leifker stated that on an annual basis, HUD reviews the Fair Market Rents established for localities. P. Leifker that unfortunately for this year, Fair Market Rent in Brown County and the Green Bay Metro area decreased based on HUD's evaluation. Based on our experience, this is not the case and we plan to seek an appeal of the Fair Market Rents for our jurisdiction. P. Leifker stated that a formal appeal may require that the BCHA fund a rental market study to determine the appropriate rents for our jurisdiction and then provide that to HUD. Once further information is known, P. Leifker will share with the Board. Discussion occurred.

A motion was made by J. Fenner, seconded by A. Hartman to approve the formal appeal of the Fair Market Rent of 2022. Motion carried.

BILLS AND FINANCIAL REPORT:

10. Consideration with possible action on acceptance of BCHA Bills.

P. Leifker reviewed the bills.

A motion was made by A. Hartman, seconded by J. Fenner to accept, and place on file the BCHA bills. Motion carried.

11. Consideration with possible action on acceptance of BCHA Financial Report.

No report this month.

A motion was made by A. Hartman, seconded by J. Fenner to table the financial report until the next meeting. Motion carried.

ADMINISTRATOR'S REPORT AND INFORMATIONAL:

12. Executive Director's Report.

P. Leifker stated he feels that a lot of good information is being discussed at the subcommittee meetings. The subcommittee is actively trying to engage landlords. If you have any questions with anything in the minutes, please check with Patrick.

P. Leifker provided a brief overview of the Wisconsin Association of Housing Authority conference that he and J. Fenner attended last week in Oshkosh.

OTHER: No other business.

Date of next scheduled meeting: October 18th, 2021.

A motion was made by J. Fenner, seconded by A. Hartman to adjourn the meeting. Motion carried.

Meeting adjourned at 4:04pm

MINUTES
BROWN COUNTY HOUSING AUTHORITY
Monday, October 18, 2021, 3:30 p.m.
Meeting Held Through Cisco WebEx

ROLL CALL:

Sup. Megan Borchardt	<u> X </u>	Ann Hartman	<u> X </u>
John Fenner	<u> X </u>	Corday Goddard-Chair	<u> X </u>

OTHERS PRESENT: Patrick Leifker, Megan Walker (ICS), Matt Roberts (ICS), Stephanie Schmutzer & Kathy Meyer

APPROVAL OF MINUTES:

1. Approval of the minutes from the September 20th, 2021 meeting of the Brown County Housing Authority.

A motion was made by J. Fenner seconded by A. Hartman to approve the minutes from the September 20th, 2021 meeting of the Brown County Housing Authority as well as item #2, approval of the minutes from the October 14th, 2021 meeting of the Brown County Housing Authority Subcommittee. Motion carried.

2. Approval of the minutes from the October 14th, 2021, meeting of the Brown County Housing Authority Subcommittee.

A motion was made by J. Fenner seconded by A. Hartman to approve the minutes from the September 20th, 2021 meeting of the Brown County Housing Authority as well as item #2, approval of the minutes from the October 14th, 2021 meeting of the Brown County Housing Authority Subcommittee. Motion carried.

COMMUNICATIONS:

3. Brown County Housing Authority Formal Appeal Request submitted to HUD for review of the Fair Market Rents proposed for FY 2022.

P. Leifker stated this is a follow-up to last month's meeting. Brown County did see a decrease in the fair market rent that is being proposed for in 2022. P. Leifker shared the formal appeal letter that he sent to HUD. We have until January 7th, 2022 to provide updated data. P. Leifker stated he has been in contact with a firm that recently did the City of Green Bay Housing study to see if they can conduct an analysis on our behalf. P. Leifker stated the firm can make the deadline, he is just waiting to hear back on cost and scope of the study.

A motion was made by A. Hartman, seconded by M. Borchardt to receive, and place on file. Motion carried.

REPORTS:

- 4 Report on Housing Choice Voucher Rental Assistance Program:

- A Preliminary Applications
There were 158 preliminary applications for September.
- B. Unit Count
The unit count for September was 2,847
- C. Housing Assistance Payments Expenses
The September HAP expense totaled \$1,503,678

- D. Housing Quality Standard Inspection Compliance.
408 Total, 50% passed on first visit, 12% passed on re-eval, 29% failed and 9% were a no show.
- E. Program Activity/52681B (administrative costs, portability activity, SEMAP)
Not reported on during BCHA Meeting.
- F. Family Self-Sufficiency Program (client count, participation levels, new contracts, graduates, escrow accounts, and homeownership)

In September there were 84 active FSS clients, 72 of clients in level one; 11 of clients in level two; and 1 client in level three. There were 5 new contracts signed, 2 graduates, 54 active escrow accounts and 51 active homeowners.
- G. VASH Reports (new VASH and active VASH)
For September there were 0 new VASH clients, for a total of 40 active VASH clients.
- H. Langan Investigations Criminal Background Screening and Fraud Investigations
For September there were 17 new investigations, 13 active and 4 closed. Of the 118 background checks, 115 were approved and 2 were denied. Fraud Investigations majority in Green Bay, 2 in Howard and 2 in De Pere. Initial applications, majority were in Green Bay, followed by outside of Brown County, followed by Ashwaubenon and De Pere.
- I. Quarterly Langan Denials Report.
Reviewed the third quarter breakdown checks done by Langan and Associates.
- J. Quarterly Active Cases Breakdown.
- Head of Household is either Elderly or Disabled: 57%
 - Head of Household is not Elderly or Disabled but have earned income: 28%
 - Head of Household is not Elderly or Disabled, there is no earned income but there are dependents: 11%
 - Head of Household is not Elderly or Disabled, there is no earned income or dependents in the household: 4%
- K. Quarterly End of Participation.
Reviewed the third quarter of 2021 terminations, there were 90 total terminations.
- L. Quarterly Customer Service Satisfaction.
For third quarter: 74 percent indicated customer service was excellent, 19 percent very good, 5 percent good, and 2 percent fair.
- M. Map of Participants by Municipality.
P. Leifker shared an updated participant map for the entire county.

A motion was made by M. Borchardt, seconded by A. Hartman to receive, and place on file. Motion carried.

OLD BUSINESS:

None.

NEW BUSINESS:

5. Consideration with possible action to approve revisions to the BCHA's Administrative Plan Chapter 4 in regards to the Waiting List Selection Method (4-III.C).

P. Leifker stated he was contacted by the HUD Milwaukee Field Office to determine if BCHA had the ability to assist with disaster assistance for individuals who were displaced by

Hurricane Ida in Louisiana. It was determined that BCHA has the financial capacity and the voucher capacity to assist individuals who were impacted by Hurricane Ida.

P. Leifker stated he had conversations with C. Goddard and he is in agreement that this is something that the Housing Authority should be actively pursuing. P. Leifker explained that the only requirement that was needed was an administrative plan revision to our waiting list. Per the CARES Act waivers, we were able to implement that revision within our administrative plan. P. Leifker stated we had the ability to make these revisions prior to Board approval, but are required to be approved by the BCHA board prior to the end of the year.

P. Leifker reviewed the revision.

Discussion occurred. P. Leifker stated we have initially allocated 100 vouchers, but will review if further assistance is needed. P. Leifker clarified that the individuals impacted will likely remain living in their current region, we are just offering the vouchers and the subsidy that goes along with that.

A motion was made by J. Fenner, seconded by M. Borchardt to approve the revision to the BCHA's Administrative Plan Chapter 4 in regards to the Waiting List Selection Method (4-III.C) an approve the vouchers. Motion carried.

6. Consideration with possible action on approval of the established pay bands with Integrated Community Solutions.

M. Roberts from ICS is seeking board approval to adjust eight of the ten existing pay bands that were originally established in 2013. M. Roberts explained that these should be updated to better reflect the current marketplace. The salary adjustments will be effective January 1, 2022.

Question asked if this was done with a class and compensation study? M. Roberts stated the last class and compensation study was completed in 2017. M. Roberts explained that the requested pay band adjustment was done through research and inquiries with other agencies as well as information ICS receives after making offers to potential candidates.

A motion was made by J. Fenner, seconded by A. Hartman to approve eight pay band adjustments. Motion carried.

BILLS AND FINANCIAL REPORT:

7. Consideration with possible action on acceptance of BCHA Bills.

P. Leifker reviewed the bills.

A motion was made by A. Hartman, seconded by M. Borchardt to accept, and place on file the BCHA bills. Motion carried. J. Fenner abstained from vote.

8. Consideration with possible action on acceptance of BCHA Financial Report.

P. Leifker reviewed the financial report.

A motion was made by J. Fenner, seconded by A. Hartman to accept, and place on file the financial report. Motion carried.

ADMINISTRATOR'S REPORT AND INFORMATIONAL:

9. Executive Director's Report.

P. Leifker stated he is currently spending a significant amount of time working with HUD on the disaster assistance vouchers.

BCHA and ICS working on budget in preparation for our meeting next month.

Discussion occurred on filling the vacant position on the board. P. Leifker will purchase a card so all board members can sign it at our next meeting and send to T. Diedrick.

OTHER: No other business.

Date of next scheduled meeting: November 15, 2021 at 3:30pm at City Hall, Room 604

A motion was made by J. Fenner, seconded by A. Hartman to adjourn the meeting. Motion carried.

Meeting adjourned at 4:00pm

MINUTES
BROWN COUNTY PLANNING COMMISSION
BOARD OF DIRECTORS
Wednesday, June 2, 2021 - 6:30 pm
Green Bay Metro Transportation Center
901 University Avenue, Commission Room
Green Bay, 54302

ROLL CALL:

Paul Blindauer	<u>x</u>	Steve Grenier	<u>x</u>	Joy Koomen	<u>Abs</u>
Brian Brock	<u>x</u>	Mark Handeland	<u>Exc</u>	Jonathon LeRoy	<u>Abs</u>
Corrie Campbell	<u>x</u>	Matthew Harris	<u>x</u>	Dan Lindstrom	<u>x</u>
Devon Coenen	<u>Exc</u>	Phil Hilgenberg	<u>x</u>	Gary Pahl	<u>x</u>
Norbert Dantine, Jr.	<u>x</u>	Pat Hopkins	<u>x</u>	Dan Segerstrom	<u>x</u>
Steve Deneys	<u>x</u>	Elizabeth Hudak	<u>x</u>	Glen Severson	<u>x</u>
Dean Erikson	<u>x</u>	Emily Jacobson	<u>x</u>	Mark Thomson	<u>Exc</u>
Geoff Farr	<u>x</u>	Dotty Juengst	<u>x</u>	Matthew Woicek	<u>x</u>
Steve Gander	<u>x</u>	Dave Kaster	<u>x</u>		
Mike Goral	<u>x</u>	Patty Kiewiz	<u>x</u>		

Others Present: Lisa Conard, Tim Reed, Cole Runge, and Devin Yoder.

1. Welcome Corrie Campbell, representative for Village of Ashwaubenon, and Geoff Farr, representative for Village of Howard. Introduction of Tim Reed, Senior Planner.

N. Dantine welcomed new members and introduced Tim Reed.

2. Approval of the minutes of the April 7, 2021 regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by D. Erikson, seconded by P. Blindauer, to approve the minutes of the April 7, 2021 regular meeting of the Brown County Planning Commission Board of Directors. Motion carried.

3. Discussion and action regarding revisions to the Green Bay Urbanized Area's Functional Classification System.

C. Runge noted that functional classification is the process by which streets and highways are grouped based on the levels of mobility and access they are intended to provide. The I-41 to State Highway 32/57 section of the SBC's forecasted traffic volumes, proximity to business/industrial parks, limited access, and other characteristics justify functionally classifying the route as a Planned Urban Principal Arterial.

WisDOT has recommended that this section of the SBC be functionally classified as a Planned Urban Principal Arterial as shown on the map.



By designating the SBC as a Planned Urban Principal Arterial, the project will be eligible for federal funds.

WisDOT also recommends correcting an existing classification error by changing the functional classification of County Highway F between Scheuring Road and Freedom Road from an Urban Minor Arterial to an Urban Collector.

A motion was made by P. Hopkins, seconded by D. Kaster, to approve the revisions to the Green Bay Urbanized Area's Functional Classification System. Motion carried.

4. Discussion and action regarding the Draft Mid-Year Major Amendment #3 to the 2021-2024 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area.

L. Conard noted that for the benefit of new commissioners, the MPO is required to prepare a *Transportation Improvement Program (TIP)* and a TIP contains a multi-year program of federally-funded transportation projects including:

- highway & road projects
- public transit projects
- transportation projects for seniors & individuals with disabilities
- facilities such as bicycle lanes, sidewalks, and trails

MPO staff has been preparing TIPs annually for decades.

Starting eight years ago, MPOs began to be required to prepare a Mid-Year Update to the TIP. This requires staff to revisit all projects within the TIP and identify any changes.

L. Conard referred to the project tables within the staff report and noted that the last column details any change that has occurred since we published the last TIP.

Staff is required to process the Mid-Year Update as a major amendment.

MPO staff completed the necessary public review process and held a public hearing. No comments have been received. Staff recommends approval.

D. Kaster asked about a significant decrease in cost estimate for a specific project on 41.

L. Conard noted that it not uncommon for project cost estimates to increase or decrease the closer it gets to the actual construction date.

B. Brock confirmed that project estimates change as WisDOT refines project details.

D. Segerstrom, a WisDOT employee, confirmed that with this particular project, the amount of concrete to be used is less than originally anticipated, creating a decrease in the original cost estimate.

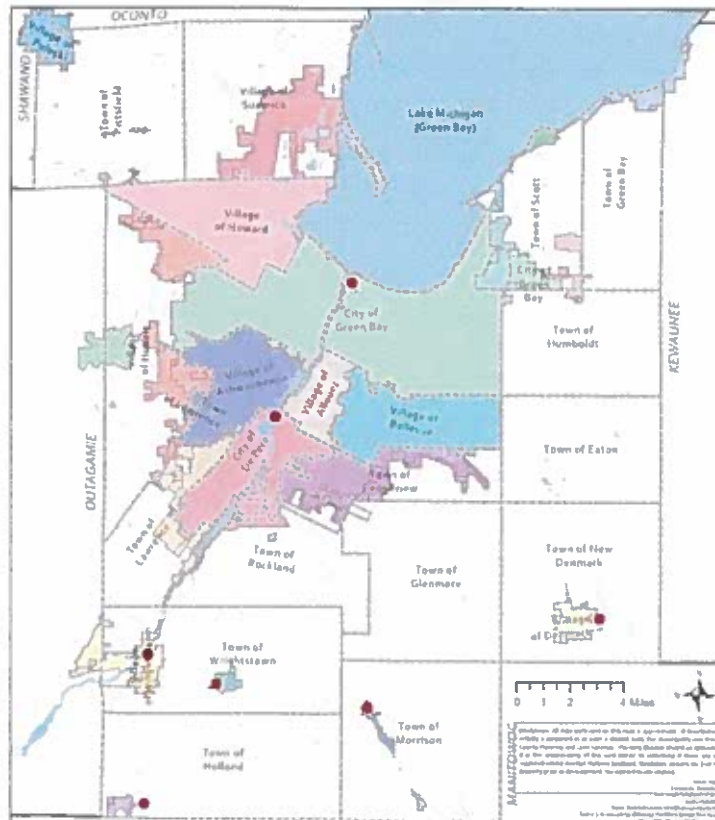
A motion was made by G. Pahl, seconded by P. Kiewiz, to approve the Mid-Year Major Amendment #3 to the 2021-2024 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area. Motion carried by a 23-0 vote.

5. Staff update on the 2021 Brown County Sewage Plan update process.

D. Yoder described how the plan supports the NR 121 – Areawide Water Quality Management Plan and covers water quality in urbanizing areas with wastewater treatment. Brown County is one of several metropolitan areas required to have a sewage plan based on population size.

D. Yoder stated that the goal is to improve water quality through sewer service area planning in the urbanized and urbanizing areas of the county and noted that the shaded areas of the map are currently in the Sewer Service Area (SSA). SSA planning also protects wetlands, shorelands, and floodplains.

Sewer Service Area



D. Yoder stated that the plan will identify existing and future sewer service area and any future area will be based on growth projections. The plan limits the amount of area eligible to be sewered. Communities can request amendments to move or add sewer service area. Through the planning process, communities can add areas to the sewer service area.

D. Yoder stated that Environmentally Sensitive Areas (ESAs) in the sewer service area are covered by the plan, and protecting these areas is important because they help with water quality and stormwater management.

D. Yoder noted that the Technical Advisory Committee will meet and review draft chapters as they become available. It is anticipated that the draft plan will be issued in late fall/early winter followed by the final approval by the BCPC Board of Directors and Wisconsin Department of Natural Resources (WDNR).

P. Blindauer and D. Juengst asked about how staff educates and informs the public on these issues. D. Yoder stated people call with questions, and ESAs are also reviewed when local municipalities are reviewing permit applications and forward questions to staff. Erosion controls are implemented through building permits. D. Yoder explained the difference between ESAs and shoreland zoning. C. Runge also added that BC Zoning only administers shoreland zoning for the towns and contracted by the Village of Bellevue to enforce its shoreland zoning ordinance.

6. Brown County Planning Commission staff updates on work activities during the month of April and May 2021.

G. Pahl asked about the following item in the staff activity report prepared by Jeff DuMez, GIS/Land Records Coordinator: *Continue to update the Fiber Optic planning map for use in broadband internet planning to show the fiber optic network (existing and planned).*

C. Runge stated that J. DuMez has created maps for use by the Rural Broadband Subcommittee, which is a subcommittee of the Brown County Board's Administration Committee.

A motion was made by S. Grenier, seconded by G. Pahl, to receive and place on file the staff updates on work activities during the months of April and May 2021. Motion carried.

7. Planning Directors Report.

In anticipation of a large federal infrastructure package, C. Runge noted that a federal appropriations request was developed by BCPC/MPO staff for the portion of the South Bridge Connector (SBC) between I-41 and STH 32/57, and this request was submitted to Senator Baldwin's office. Part of the request includes the extension of high speed broadband into the southern portion of the metropolitan area and the rural area.

The planning office will be implementing an electronic payment system in June. The public will now be able to pay for permits and other items remotely, but the public will continue to have the opportunity to pay in person.

C. Runge noted that the planning offices are scheduled to be open to the public on June 22.

Ker Vang was promoted to Senior Transportation Planner.

Tim Reed, the Senior Planner replacing Dan Teaters, has taken on the department's land division (CSM and plat review) responsibilities and will begin an update to the Brown County Subdivision Code (Chapter 21) this summer.

8. Other matters.

None.

9. Adjourn.

A motion was made by G. Pahl, seconded by B. Brock, to adjourn. Motion carried.

The meeting adjourned at 7:09 p.m.

MINUTES
BROWN COUNTY PLANNING COMMISSION
BOARD OF DIRECTORS
Wednesday, August 4, 2021 - 6:30 pm
Green Bay Metro Transportation Center
901 University Avenue, Commission Room
Green Bay, 54302

ROLL CALL:

Paul Blindauer	<u>x</u>	Steve Grenier	<u>x</u>	Joy Koomen	<u>x</u>
Brian Brock	<u>x</u>	Mark Handeland	<u>Exc</u>	Jonathon LeRoy	<u>x</u>
Corrie Campbell	<u>x</u>	Matthew Harris	<u>x</u>	Dan Lindstrom	<u>x</u>
Devon Coenen	<u>x</u>	Phil Hilgenberg	<u>x</u>	Gary Pahl	<u>x</u>
Norbert Dantine, Jr.	<u>x</u>	Pat Hopkins	<u>Exc</u>	Dan Segerstrom	<u>x</u>
Steve Deneys	<u>x</u>	Elizabeth Hudak	<u>x</u>	Glen Severson	<u>x</u>
Dean Erikson	<u>x</u>	Emily Jacobson	<u>x</u>	Mark Thomson	<u>Abs</u>
Geoff Farr	<u>x</u>	Dotty Juengst	<u>Exc</u>	Matthew Woicek	<u>x</u>
Steve Gander	<u>x</u>	Dave Kaster	<u>x</u>		
Mike Goral	<u>Abs</u>	Patty Kiewiz	<u>x</u>		

Others Present: Lisa Conard, Tim Reed, and Cole Runge.

1. Approval of the minutes of the June 2, 2021 regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by S. Grenier, seconded by G. Pahl, to approve the minutes of the June 2, 2021 regular meeting of the Brown County Planning Commission Board of Directors. Motion carried.

2. Receive and place on file the draft minutes of the June 14, 2021 meeting of the Transportation Coordinating Committee (TCC).

A motion was made by S. Grenier, seconded by G. Pahl, to receive and place on file the draft minutes of the June 14, 2021 meeting of the Transportation Coordinating Committee (TCC). Motion carried.

3. Notification of Administrative Modification #1 to the 2021-2024 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area.

L. Conard noted that In the fall of 2020, the BCPC Board of Directors approved the use of *Federal Section 5310 - Enhanced Mobility of Seniors and Individuals with Disabilities Program* funds to cover 80% of the cost of two vehicles for use in Curative Connections¹ specialized transportation service. At the time, it was estimated that \$109,000 would be needed to cover 80% of the cost of the vehicles. Curative Connections would be responsible for the remaining 20%.

A recent change in federal law allows unobligated Section 5310 funds to be awarded at 100% of a project's cost. Since the two vehicles were not scheduled to be ordered until later this year, the funds are considered unobligated. Therefore, the two vehicles may be funded at 100%.

L. Conard continued that the MPO allocation of funds for this funding cycle exceeds the amount needed to cover the vehicles at 100%. In addition, the cost estimate used to award the projects in 2020 was higher than actual. Therefore, only \$6,000 is needed to make the project whole at 100%, and the award has been changed from \$109,000 to \$115,000 through an Administration Modification to TIP.

Administrative modifications to the TIP require notification of the BCPC Board of Directors (MPO Policy Board), so no action is necessary.

¹ Curative Connections offers demand-response transportation services to seniors and qualifying individuals with disabilities with use of a small or medium bus, van, or sedan in all of Brown County.

lc

4. Discussion and action regarding \$29,284 in Federal Section 5310 Program funds made available to the Green Bay Metropolitan Planning Organization (MPO) from the American Rescue Plan Act (ARPA) and funding award.

L. Conard noted that similar to the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) relief package, the American Rescue Plan Act of 2021 (ARPA), also included Section 5310 funding in the amount of \$29,284 to projects.

Unlike traditional Section 5310 funds, a local match will not be necessary. Projects may be funded at 100% and the project must demonstrate a strong relationship to the Coronavirus.

MPO staff issued a request for projects and one application was received.

Curative Connections has requested the funding to offset increase operating costs and loss of fare revenue.

Since the project is beneficial to people with disabilities and demonstrates a strong relationship to the COVID-19 pandemic, MPO staff is recommending approval.

L. Conard stated that the Transportation Coordinating Committee (TCC) met on June 14, 2021 and there were no objections to awarding Curative the \$29,284 as requested.

A motion was made by P. Kiewiz, seconded by G. Severson, to approve the request by Curative Connections for \$29,284 in Federal Section 5310 Program funds made available to the Green Bay Metropolitan Planning Organization (MPO) from the American Rescue Plan Act (ARPA) and funding award. Motion carried.

5. Discussion and action regarding the creation of a Technical Advisory Committee for revisions to Chapter 21 Brown County Land Division and Subdivision Ordinance.

T. Reed noted that staff seeking the BCPC's endorsement to establish an advisory committee and prepare revisions to Chapter 21 of the Brown County Code, which is the Brown County Land Division and Subdivision Ordinance.

The ordinance was last updated in 2016. Items for discussion will likely include review of all state statute revisions and references, county language additions and clarifications, review process and procedure update, objecting agency recommendations, intergovernmental processes, and surveyor comments and requests.

BCPC staff intends for the update to begin in August of this year and conclude with an amendment to the ordinance for consideration in mid-2022.

T. Reed noted that staff is recommending that the advisory committee be comprised of representation from local government, the private sector and objecting agencies who currently comment on plats and certified survey maps. Staff also recommends that the committee not exceed 11 people.

E. Hudak asked about qualifications for the committee.

C. Runge noted that stakeholders such as local government representatives, private surveyors, highway department staff, utility staff, and a representative from the Wisconsin Department of Administration (DOA) would ideally comprise the committee.

D. Kaster asked if a municipality was interested in having a member of its public works staff participate on the committee, they should contact C. Runge.

C. Runge confirmed.

T. Reed agreed to provide the BCPC Board of Directors with an overview of the committee membership at a future BCPC meeting.

A motion was made by G. Pahl, seconded by G. Farr, endorsing the formation of an advisory committee. Motion carried.

6. Brown County Planning Commission staff updates on work activities during the months of June and July 2021.

No action taken.

7. Planning Directors Report.

C. Runge noted that he attended a WisDOT local officials meeting regarding the I-41 expansion project. Project segment staging was discussed and it appears that the proposed interchange at I-41 and Southbridge Road will be among the first portions to be completed. Reconstruction of the interchange will likely begin in 2025. (WisDOT's webpage for the I-41 project can be found here: <https://wisconsin.gov/Pages/projects/by-region/ne/i41/default.aspx>.)

B. Brock confirmed.

In anticipation of a large federal infrastructure package, C. Runge reminded the commission that a federal appropriations request was developed by BCPC/MPO staff for the portion of the South Bridge Connector (SBC) between I-41 and STH 32/57. It is not known at this time if this request will become part of the package.

C. Runge stated that in addition to the requested federal appropriation, WisDOT will be required to include funding for the bridge segment in the next state biennial budget per current budget language.

G. Pahl stated that getting the bridge segment done first (not yet scheduled) should be a priority.

C. Runge noted that the interchange at I-41 and the bridge are key components of the project.

C. Runge noted that the planning staff has been working with Brown County Health and Human Services Department and NEWCAP (local private non-profit agency) on a rental/utility assistance program.

The program offers assistance to individual within Brown County who are having trouble paying rent/utilities due to the pandemic. The individual qualifies for the program if their household income is 80% or less than the county median and they can demonstrate a hardship due to the pandemic. From February through July, just under \$5,000,000 in assistance has been provided to landlords/utilities on behalf of Brown County residents. Funds continue to be available. Interested persons should contact NEWCAP.

Discussion occurred regarding program details.

8. Other matters.

None.

9. Adjourn.

A motion was made by D. Kaster, seconded by G. Pahl, to adjourn. Motion carried.

The meeting adjourned at 6:58 p.m.

MINUTES
BROWN COUNTY PLANNING COMMISSION
BOARD OF DIRECTORS
Wednesday, October 6, 2021 - 6:30 pm
Green Bay Metro Transportation Center
901 University Avenue, Commission Room
Green Bay, 54302

ROLL CALL:

Paul Blindauer	<u>X</u>	Mark Handeland	<u>X</u>	Joy Koomen	<u>Exc</u>
Corrie Campbell	<u>X</u>	Matthew Harris	<u>X</u>	Jonathon LeRoy	<u>Exc</u>
Devon Coenen	<u>X</u>	Phil Hilgenberg	<u>X</u>	Dan Lindstrom	<u>Exc</u>
Norbert Dantine, Jr.	<u>Exc</u>	Pat Hopkins	<u>X</u>	Gary Pahl	<u>X</u>
Steve Deneys	<u>X</u>	Elizabeth Hudak	<u>X</u>	Dan Segerstrom	<u>X</u>
Dean Erikson	<u>X</u>	Emily Jacobson	<u>X</u>	Glen Severson	<u>X</u>
Geoff Farr	<u>X</u>	Dotty Juengst	<u>X</u>	Mark Thomson	<u>Exc</u>
Steve Gander	<u>X</u>	Dave Kaster	<u>X</u>	Matthew Woicek	<u>X</u>
Mike Goral	<u>X</u>	Patty Kiewiz	<u>Exc</u>		
Steve Grenier	<u>X</u>			WisDOT vacant	

Others Present: Cole Runge, Lisa Conard, Tim Reed, Karl Mueller, Ker Vang, and Kathy Meyer

1. Approval of the minutes of the August 4, 2021 regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by D. Kaster, seconded by G. Pahl, to approve the minutes of the August 4, 2021 regular meeting of the Brown County Planning Commission Board of Directors. Motion carried.

2. Receive and place on file the approved minutes of the August 16, 2021 and the draft minutes of the September 13, 2021 meetings of the Brown County Planning Commission Board of Directors – Transportation Subcommittee.

A motion was made by G. Pahl, seconded by D. Juengst, to receive and place on file the approved minutes of the August 16, 2021 and the draft minutes of the September 13, 2021 meetings of the Brown County Planning Commission Board of Directors – Transportation Subcommittee. Motion carried.

3. Receive and place on file the draft minutes of the September 13, 2021 meeting of the Brown County Transportation Coordinating Committee (TCC).

A motion was made by G. Pahl, seconded by G. Severson, receive and place on file the draft minutes of the September 13, 2021 meeting of the Brown County Transportation Coordinating Committee (TCC). Motion carried.

4. Discussion and action regarding Federal Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program awards.

K. Vang provided a review of the program. The Federal Section 5310 program provides funding for transportation-related services and equipment that assist seniors and people with disabilities. Eligible recipients can include:

- Private, non-profit organizations
- Local public bodies
- Operators of public transportation services

The Wisconsin Department of Transportation (WisDOT) manages the program on behalf of the Federal Transit Administration. However, the four urbanized areas in Wisconsin that exceed 200,000 people, including the Green Bay Urbanized Area, are required to administer the program locally.

The Brown County Planning Commission/Metropolitan Planning Organization (MPO) is the entity designated with project approval authority for the Green Bay Urbanized Area.

K. Vang noted that MPO staff issued a request for applications on June 29, 2021 with a due date of July 29, 2021 and provided a review of the available funds.

Section 5310	Amount
Carryover from Previous Cycle	\$53,764
Current Cycle	\$83,705
Total:	\$137,469

MPO staff received one application from Curative Connections. Curative has requested funding for the purchase of two medium buses for use in its transportation program. The cost of the two vehicles is \$150,000. Capital projects, such as vehicles, can be funded at a maximum of 80% of the project cost. The balance is considered a local match.

WisDOT recommends that the initial application review and scoring process for Section 5310 Program funds be conducted by a group of four or five people. To fulfill this, a five-person subcommittee of the TCC was formed to review project applications, score them, and develop funding recommendations to present to the full TCC.

K. Vang noted that due to a recent, but temporary, change in law, the Federal Transit Administration has waived the 20% local match requirement. Therefore, applicants may receive up to 100% of the cost of the project if funding is available.

MPO staff provided the Brown County TCC Section 5310 Program Application Review Subcommittee members a copy of the application for review. Since only one application was received and members of the subcommittee unanimously agreed that the project was a good one, the subcommittee recommended that the TCC forward a recommendation for approval of the two vehicles in the amount of \$137,469 to the Brown County Planning Commission Board of Directors.

Question asked if ridership and the number of drivers for Curative Connections is still down or is there any update with this request? K. Vang stated that due to COVID, volunteers and paid drivers are down. C. Runge stated they did hire two additional paid drivers.

A motion was made by G. Pahl, seconded by C. Campbell to approve the award to Curative Connections. Motion carried.

5. Discussion and action regarding the adoption of the Highway Safety Improvement Program Performance Measure Targets for 2022.

L. Conard presented the resolution adopting Highway Safety Improvement Program Performance Measure Targets for 2022.

**WisDOT 2022 Safety Performance Measure Targets
Issued August 31, 2020**

Performance Measure	2016-2020 Baseline Averages	2022 Reduction Target	2022 Safety Targets
Fatalities	596.6	2.0%	584.7
Fatality Rate	0.938	2.0%	0.919
Serious Injuries	3,056.6	2.0%	2,995.5
Serious Injury Rate	4.808	2.0%	4.712
Non-motorized Fatalities and Serious Injuries	365.8	2.0%	358.5

L. Conard stated the 2022 fatalities and serious injury targets have been established by WisDOT for the entire state. The state has a target of a 2% reduction.

L. Conard stated that the MPO is required to either adopt the state's targets or establish its own. The MPO has traditionally adopted that state's targets, and by adopting the state's targets the MPO agrees to plan and program projects that will help the state meet the targets.

Question asked about the goal to reduce fatalities and serious injuries. L. Conard stated the goal is to reduce fatalities by 2% by 2022 through engineering, education, and enforcement. C. Runge stated in 2015 the planning commission approved a set of criteria and a scoring system that incorporates a lot of things to achieve these goals.

A motion was made by D. Juengst, seconded by G. Pahl to approve the Highway Safety Improvement Program Performance Measure Targets for 2022. Motion carried.

- Discussion and action regarding the adoption of the Public Transportation Agency Safety Plan (PTASP) Performance Measures Targets for 2022.

L. Conard presented the resolution regarding adoption of the Public Transportation Agency Safety Plan Performance Measures Targets for 2022.

Public Transit Agency Safety Plan Performance Measures & Targets

Fixed Route & Microtransit Safety Performance per NTD Standards					
Category	2018 Actual	2019 Actual	2020 Actual	3-Year Average	2022 Target
Total Number of Fatalities	0	0	0	0.00	0
Fatality Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00
Total Number of Reportable Injuries	0	0	0	0.00	0
Injury Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00
Total Number of Reportable Accidents	0	0	0	0.00	0.0
Accident Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00
Total Number of Reportable Safety Events	0	0	2	0.67	0
Safety Events per 100,000 Vehicle Revenue Miles	0.00	0.00	0.27	0.09	0.00
Total Number of Major Mechanical System Failures	35	34	19	29.33	25
Average Distance Between Major Mechanical Failures	33,814	35,297	39,535	36,215	40,000
Annual Vehicle Revenue Miles	1,183,482	1,200,093	751,164	1,044,913	1,000,000

Paratransit Safety Performance per NTD Standards					
Category	2018 Actual	2019 Actual	2020 Actual	3-Year Average	2022 Target
Total Number of Fatalities	0	0	0	0.00	0
Fatality Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00
Total Number of Reportable Injuries	0	0	0	0.00	0
Injury Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00
Total Number of Reportable Accidents	0	0	0	0.00	0
Accident Rate per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00
Total Number of Reportable Safety Events	0	0	0	0.00	0
Safety Events per 100,000 Vehicle Revenue Miles	0.00	0.00	0.00	0.00	0.00
Total Number of Major Mechanical System Failures	4	1	2	2.33	2
Average Distance Between Major Mechanical Failures	62,512	234,356	62,615	119,828	120,000
Annual Vehicle Revenue Miles	250,049	234,356	125,229	203,211	240,000

L. Conard stated that the targets shown on this resolution reflect the targets established by Green Bay Metro as outlined in its annual safety plan.

The MPO staff is proposing the adoption of the targets as shown.

L. Conard stated that Green Bay Metro has a long history of being one of the safest systems when compared to its peers and there are no concerns. By adopting the state's targets, the MPO agrees to plan and program projects that will help the state meet the targets.

A motion was made by G. Farr, seconded by G. Pahl to approve the adoption of the Public Transportation Agency Safety Plan Performance Measures Targets for 2022. Motion carried.

7. Discussion and action regarding the adoption of the State of Good Repair and Transit Asset Management (TAM) Performance Measures Targets for 2022.

L. Conard presented the resolution regarding the adoption of the State of Good Repair and Transit Asset Management Performance Measures Targets for 2022.

Percentage of Passenger Vehicles Beyond Useful Life
as Defined by the Federal Transit Administration

Program	Vehicle Type	Vehicle Quantity	Useful Life Benchmark In Years	Beyond Useful Life (2021)	Target (2022)
Green Bay Metro	Heavy Duty Bus	36	14	2.8%	0.0%
Curative Connections	Medium Duty Bus	10	10	0.0%	0.0%
Curative Connections	Light Duty Vehicle	3	10	0.0%	0.0%
Disabled American Veterans	Light Duty Vehicle	1	8	0.0%	0.0%

L. Conard stated that the targets are established by Green Bay Metro as outlined in Metro's annual asset management plan.

Green Bay Metro's target is to have no vehicles beyond its useful life. One of the 36 buses is beyond its useful life; however, that bus is not in service. Additional vehicles will be delivered in 2022.

**Percentage of Major Equipment Beyond Useful Life
as Defined by the Federal Transit Administration**

Program	Major Equipment Type	Quantity of Equipment (21)	Useful Life Benchmark in Years	Beyond Useful Life (2021)	Target (2022)
Green Bay Metro	various	Four Beyond Useful Life	varies	19.0%	25.0%

Condition of Major Transportation Facility based on the Transit Economic Requirements Model (TERM) Rating System of 1 (poor) to 5 (excellent).

Program	Facility	Quantity	Age in Years	TERM Score (2021)	Target (2022)
Green Bay Metro	901 University Avenue	1	20	3.9	3

In terms of major equipment, Metro has 4 of its 21 pieces of qualifying equipment beyond its useful life.

The condition of the main facility meets the target, and it is not a concern.

With the adoption of the resolution, the MPO agrees to plan and program projects that will help Green Bay Metro meet the targets.

A motion was made by G. Pahl, seconded by M. Harris to approve the adoption of the State of Good Repair and Transit Asset Management Performance Measures Targets for 2022. Motion carried.

8. Overview and Public Hearing: Draft 2022-2025 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area and the Green Bay Metro 2022 Program of Projects.

L. Conard provided an overview of the draft TIP and Green Bay Metro 2022 Program of Projects.

L. Conard noted a TIP is a short-range plan that consists of transportation projects - roads, transit and others that make use of federal transportation dollars. L. Conard stated that in this particular draft TIP, she identified eleven different federal funding sources. L. Conard noted the ones that the Brown County Planning Commission Board of Directors, acting as the policy board for the Metropolitan Planning Organization, have decision making authority over. L. Conard stated that new this year is COVID relief funds.

L. Conard stated that over the last ten years just over a half a billion dollars of federal money has been spent in the Green Bay Urbanized Area on surface transportation projects. The state of Wisconsin also spent a significant amount of money on transportation projects in the Green Bay Urbanized Area during this ten-year period.

L. Conard explained what's in a TIP: Previous projects include:

- I-41 Expansion Project (completed portion & Future Expansion)
- Webster Avenue Reconstruction Project

- The TIP also contains projects for Green Bay Metro. These include capital projects such as funding for buses and funding to operate services.
- The TIP also contains projects for seniors and individuals with disabilities such as vehicles for the Curative Connections transportation program and bus shelters for Green Bay Metro.
- Transportation Alternatives projects, such as portions of the Fox River Trail that have been funded through the MPO.

L. Conard provided an overview of the Surface Transportation Block Grant (STBG) Program.

- Federal STBG funding is allocated to Urbanized Areas based on a population formula. The Green Bay Urbanized Area's STBG funding allocation is currently set at \$17,643,730 over a five-year period.
- It is a five-year program with the assignment of new money to projects every two years in odd numbered years. In even years money is not assigned.
- A variety of surface transportation projects are eligible.
- MPO staff works with local entities to identify projects.
- Projects are ranked using the evaluation and scoring process approved by the BCPC Board of Directors in 2015.
- BCPC Board of Directors (as the MPO's Policy Board) decides which projects to fund.
- New STBG program includes years through 2027.

In 2021, one STBG project (Manitowoc Road) is currently underway, and in 2022, Marley Street (the future CTH VV) is scheduled to be completed. These two projects do not count against the MPO's five-year STBG capacity of \$17,643,730.

Any projects approved for 2023 and beyond do count against the 2023-2027 five-year capacity. There are four projects that have already been approved for this five-year period:

- Libal Street in Allouez
- Allouez Avenue in Bellevue
- Lawrence Drive in De Pere
- Country Club Road in Green Bay

L. Conard noted that the BCPC has \$5,498,711 to assign to new projects at this point. MPO staff solicited projects and received nine applications. Staff reviewed and scored those projects and developed two funding scenarios. Staff presented the scenarios to the BCPC Transportation Subcommittee, and the Transportation Subcommittee recommended approval of Scenario A. Scenario A includes funding the following two projects:

- CTH EE (Grant St) at Mid Valley Drive in the Town of Lawrence. Recommending approval of funds for both the design and construction of a roundabout.
- Mather Street from Locust St to Gray St. in the City of Green Bay. Recommending approval of funds for both the design and reconstruction of this street segment.

The MPO has completed the public involvement process, and this process concludes tonight with the public hearing. L. Conard stated that since the draft TIP was last published, there have been some modifications. These include:

- WisDOT has added design work for the resurfacing of STH 54 from STH 172 to Pleasant Lane.
- WisDOT has removed the Danz Ave railroad crossing improvement project from the program.

- WisDOT has increased the design costs for the I-41 expansion project to \$62,000,000 of which half is federal funds.
- Green Bay Metro is expanding a lighting project.

Green Bay Metro's 2022 Program of Projects public hearing is combined tonight with the draft 2022-2025 TIP public hearing and projects are as follows (noting the expansion of the lighting project for the facility):

Program/Project	Federal Funds	Total Cost
Section 5307 Operating Assistance	\$2,265,000	\$6,021,000
Section 5307 Capitalized Maintenance	\$530,000	\$662,000
Section 5339 Direct Allocation		
Security & Communication Upgrades	\$64,000	\$80,000
HVAC-four units / Air Conditioner	\$274,000	\$344,000
Automatic Parts Washer	\$12,000	\$15,000
Facility Lighting Upgrades	\$302,000	\$378,000
Garage and Shop Lighting	\$28,000	\$35,000
Air Compressor	\$16,000	\$20,000
Bus Radios	\$96,000	\$120,000
CARES Funding		
Generator	\$500,000	\$500,000
Bus Video Surveillance	\$64,000	\$64,000
Fuel System Upgrade	\$24,000	\$24,000
HVAC-three additional units	\$162,000	\$162,000
Admin/Operations Lighting	\$45,000	\$45,000
VW Mitigation Trust		
Four transit vehicles in 2022	\$0	\$2,020,000
Total:	\$4,382,000	\$10,490,000

L. Conard opened up the hearing for comment.

L. Conard asked three times if anyone wished to speak. Hearing no comment, L. Conard closed the public hearing.

9. Discussion and action regarding Federal Surface Transportation Block Grant (STBG) Program awards.

L. Conard stated that the Transportation Subcommittee met on September 13, 2021 and recommends approval of the Surface Transportation Block Grant funds for:

- CTH EE (Grant St) at Mid Valley Drive.
Design and construction of a roundabout - \$1,378,240
- Mather Street from Locust St to Gray St.
Design and reconstruction - \$4,120,471

Staff is also recommending approval.

Discussion occurred regarding costs and design standards of roundabouts.

Question asked about how the partial funding for the construction of Mather Street will affect the construction? S. Grenier stated that with the STBG program there is a local cost share and this is a project that the city was going to pursue whether or not federal funds were obtained.

A motion was made by G. Pahl, seconded by P. Blindauer to approve the recommended federal Surface Transportation Block Grant Program awards. Motion carried.

10. Discussion and action regarding the Draft 2022-2025 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area.

Staff is requesting approval tonight of the overall Draft 2022-2025 TIP document, and noted that the previous documents and recommendations approved tonight (the Section 5310 Program funding, the three performance measures resolutions, and the Surface Transportation Block Grant funding) will be reflected in the final TIP document.

The BCPC Transportation Subcommittee has made a recommendation for approval.

A motion was made by G. Pahl, seconded by M. Harris to approve the Draft 2022-2025 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area. Motion carried.

11. Presentation and discussion concerning the Draft 2021 Congestion Management Process (CMP) Update for the Green Bay Metropolitan Planning Area.

K. Mueller presented an overview of the draft 2021 Congestion Management Process Update. A CMP is a federally required document under 23 U.S.C. 134 and 49 U.S.C. 5303. It is required for all MPO Transportation Management Areas (TMAs) whose urbanized population is equal to or greater than 200,000 persons. The MPO typically updates the CMP following the approved update to the Long-Range Transportation Plan (LRTP) to ensure it is consistent with the LRTP. The last CMP update was approved by the BCPC Board of Directors in October of 2017.

K. Mueller stated that one of the primary components of a CMP is developing a set of regional objectives that outline the desired outcomes for the transportation network. The CMP defines the process for measuring and monitoring congestion to determine how the transportation system performs over time. It also includes strategies for alleviating and mitigating congestion at site-specific locations experiencing congestion, as well as strategies that can be incorporated across the Green Bay MPA to enhance the mobility of people and goods. K. Mueller explained that the CMP also supports local agencies when applying for state, federal, or MPO funds for transportation projects.

K. Mueller summarized the proposed changes from the 2017 CMP, as well as uncertainties with transportation operations data due to the ongoing COVID-19 pandemic. K. Mueller noted that operations data is prior to the COVID-19 pandemic, which may not be representative of current conditions on the transportation network or reflect travel patterns once the pandemic subsides.

K. Mueller defined congestion and the aspects of congestion that are considered in the draft CMP.

K. Mueller provided examples of "good" congestion, where it should be encouraged, and how congestion itself needs to be balanced against other transportation-related outcomes. K. Mueller cited school zones as an example where reducing congestion should not be the priority if it could decrease safety for students and faculty walking or biking to school.

K. Mueller summarized the CMP geographic area and roadway network, adding that collector streets were also added to the CMP network for this update.

K. Mueller summarized the proposed CMP objectives and changes from the 2017 CMP Update. K. Mueller also summarized proposed changes for the performance measures that include restructuring the performance measures into six categories, adding ten new performance measures, and carrying over all but one performance measure from the 2017 CMP Update.

K. Mueller stated that locations experiencing recurring congestion across the Green Bay MPA are the same locations identified in the 2017 CMP Update. The locations shown in the PowerPoint were identified by the public during public outreach conducted in the spring of 2021. Two locations experiencing congestion not identified by the public were also included. K. Mueller stated that staff used quantitative metrics, in addition to public outreach, to identify congested locations. The metrics staff used include:

- Vehicle Level of Service (VLOS): Existing (in 2020) streets and highways and Existing + Committed (in 2045) streets and highways
- Vehicle-to-Capacity (V/C) Ratio
- Level of Travel Time Reliability (LOTTR) on the National Highway System
- Truck Travel Time Reliability (TTTR) on the Interstate and Limited-Access Highway System
- MPO Staff Field Observations

K. Mueller also summarized non-recurring congestion and its causes. In the Green Bay MPA, crashes are the most common form of non-recurring congestion.

K. Mueller highlighted strategies local agencies can use to alleviate and manage congestion. These include Transportation Demand Management (TDM), Transportation System Management (TSM), and policy-based strategies. Examples were provided for each category. K. Mueller also described the implementation schedule for the proposed strategies, noting that it is broken into short-term strategies and long-term strategies. K. Mueller stated that short-term strategies are categorized by strategies that could be implemented by 2030 and include transportation projects that are currently programmed. Long-term strategies extend beyond the year 2030, and include transportation projects that are not yet programmed.

K. Mueller summarized the next steps for the CMP. The 30-day public review and comment period began on Monday, October 4 and will run through November 3, 2021. Staff will hold the public hearing at the November 3 BCPC Board of Directors meeting and will seek the Board's approval of the final CMP following the public hearing.

Brief discussion on the southern bridge related to congested management.

12. Review and approve the 2022 Brown County Planning Commission budget.

C. Runge noted that the request for BCPC approval for the 2022 budget is only the Planning Division's portion of the Planning and Land Services (PALS) Department's budget. The PALS Department budget also includes Property Listing, Land Information Office, and Zoning Divisions.

Staff is asking the BCPC Board of Directors to adopt the 2022 Planning budget and to recommend approval by the Planning, Development, and Transportation Committee and the Brown County Board of Supervisors.

C. Runge summarized the following budget items:

New Initiatives

- Addition of a GIS Analyst Position
- County Highway Right-of-Way Mapping Project
- Brown County Park Utilities Location Mapping Project

Continuing Initiatives

- State Hwy 29/County Hwy VV Interchange
- Southern Bridge Corridor
- Pulliam Plant Site Redevelopment
- Electronic Routing and Recording of Land Division Documents

Intergovernmental Revenue

- Land Information Strategic Initiative Grant revenue will increase
- Coastal Management Program Grant revenue will increase
- Transportation Planning Grant revenue will decrease
- CDBG Housing Rehabilitation and Down Payment Assistance Grant revenue for projects will decrease in 2022. However, the amount of revenue available through the current CDBG grant for program administration will be virtually the same in 2022.

Personnel Costs

- Personnel costs will increase in 2022 largely because of the addition of the GIS Analyst position. However, because the cost of this position will be covered by revenues from county real estate document recording fees and assistance contracts with county departments, levy funds will not be needed to support this position.
- The PALS Department's Central Services Specialist will continue providing approximately ten hours per week of assistance to the CDBG Regional Housing Rehabilitation and Down Payment Assistance Program. This is consistent with the level of assistance the Central Services Specialist has been providing to the program since March of 2020.

A motion was made by C. Campbell and seconded by S. Gander to adopt the 2022 Brown County Planning Commission Budget. Motion carried.

13. Brown County Planning Commission staff updates on work activities during the months of August and September 2021.

A motion was made by G. Pahl and seconded by P. Hopkins to receive and place on file the staff updates on work activities during the months of August and September 2021. Motion carried.

14. Planning Directors Report.

C. Runge stated that BCPC Senior Planners Devin Yoder and Ker Vang have been working on developing a series of supervisory redistricting maps for the county's redistricting process and provided an update on the process. C. Runge stated that D. Yoder and K. Vang are also currently developing voting ward maps for 19 municipalities in Brown County.

C. Runge provided an update on Brown County's Emergency Rental Assistance program.

C. Runge provided an update on the South Bridge Connector project.

A motion was made by G. Pahl and seconded by E. Jacobson to receive and place on file the Director's Report. Motion carried.

15. Other matters.

Update regarding the Chapter 21 Brown County Land Division and Subdivision Ordinance Review Technical Advisory Committee

T. Reed noted the membership of the Technical Advisory Committee. T. Reed stated that the committee's first meeting will likely occur later this month. T. Reed stated he is currently working with the Wisconsin Department of Administration to identify statutory changes that have occurred since 2016, so this will be one of the first items discussed with the committee.

16. Adjourn.

A motion was made by G. Pahl, seconded by P. Blindauer, to adjourn. Motion carried.

The meeting adjourned at 8:00 p.m.

December 15, 2021

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

Ladies and Gentlemen:

RESOLUTION TO AUTHORIZE SALE OF PROPERTY TO THE ONEIDA NATION

WHEREAS, Green Bay Austin Straubel International Airport has been negotiating with the Oneida Nation regarding the sale of approximately five (5) acres (Tax Parcel Number VA-18) of vacant land (the "Property") to the Oneida Nation, and

WHEREAS, the Oneida Nation has submitted an Offer to Purchase which includes **Exhibit A** (Intergovernmental Agreement) and **Exhibit B** (Avigation Easement), said Offer to Purchase and its Exhibits being attached to and made a part of this Resolution by reference and attachment (collectively, the Offer to Purchase and its Exhibits A and B are hereinafter referred to as the "Offer to Purchase"), and

WHEREAS, Brown County desires to sell the Property to the Oneida Nation pursuant to the terms of the Offer to Purchase.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes the Airport Director to accept the Offer to Purchase on behalf of Brown County, and authorizes any necessary Brown County officers, employees and/or agents to take such action and execute such documents as may be necessary to close and consummate the sale according to the terms of the Offer to Purchase.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The anticipated fiscal of this resolution will be a one-time increase in revenue of \$750,000 and a lease revenue loss of approximately \$13,000 per year.

Respectfully submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Approved by:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

21-091R

Authored by Corporation Counsel

Approved by Corporation Counsel Office

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
CHU	3				
DORFF	4				
JACOBSON	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
BRUSKY	14				
MURPHY	15				
KASTER	16				
VAN DYCK	17				
HOPKINS	18				
ERICKSON	19				
COENEN	20				
SCHULTZ	21				
PETERS	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: November 16, 2021
REQUEST TO: Planning, Development & Transportation Committee & County Board
MEETING DATE: November 23 and December 15, 2021
REQUEST FROM: Marty Piette
Airport Director

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

TITLE: Resolution To Authorize Sale of Property To The Oneida Nation

ISSUE/BACKGROUND INFORMATION:

Green Bay Austin Straubel International Airport has been negotiating with the Oneida Nation regarding the sale of 5 acres of vacant land to the Oneida Nation. The Oneida Nation has submitted an Offer to Purchase which includes an Intergovernmental Agreement and Avigation Easement.

ACTION REQUESTED:

To approve the Resolution to authorize the sale of the 5 acres to the Oneida Nation.

FISCAL IMPACT:

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

1. What is the amount of the fiscal impact? \$750,000.00
2. Is it currently budgeted? Yes No N/A (if \$0 fiscal impact)
 - a. If yes, in which account? 610.4190
 - b. If no, how will the impact be funded? Individual projects contained in the petition will be included in future Airport budgets.
 - c. If funding is from an external source, is it one-time or continuous?
3. Please provide supporting documentation of fiscal impact determination.

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

**ONEIDA NATION
LAND MANAGEMENT
OFFER TO PURCHASE**

Dated this 10th day of November, 2021, the Oneida Nation, hereinafter referred to as "Nation" submits this Offer to Purchase the property known as VA-18 (5 acres, Lot 7, Section 6, T23N, R20E EX HWY) for seven hundred fifty thousand dollars (\$750,000.00). This is a cash offer. Seller is Brown County), hereinafter referred to as "County."

I. Definitions. For purposes of this Offer, the following terms shall have the following meanings:

- A. **"Business Days"** means all days of the week except Saturday, Sunday and legal holidays, provided that if the last day of the period ends on a Saturday, Sunday or legal holiday, the period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. All contacts with the Nation or the Seller must be made before the close of business, 4:30 p.m., on or before the period ends.
- B. **"Defect"** means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- C. **"Fixture"** is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures.

II. Items Included in Purchase Price. Seller is including in the Purchase Price the Property, all Fixtures on the Property on the date of this Offer except the following items: personal property. The following additional items are included in the purchase price: none.

III. Acceptance. Acceptance occurs when Nation and Seller have signed one copy of the Offer, or separate but identical copies of the Offer. This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to the Nation on or before December 20, 2021. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

IV. Delivery of Documents and Written Notices. Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the following methods:

- A. **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named in this Offer.
- B. **Fax:** fax transmission of the document or written notice to the following telephone number: Nation: (920) 869-1689. Seller: (920) 498-8799.

C. **E-Mail:** electronically transmitting the document or written notice to the following e-mail addresses: Nation: mnash@oneidanation.org. Seller: Miller TW@co.brown.wi.us.

V. **Occupancy.** Occupancy of the entire Property shall be given to Tribe at time of closing unless otherwise provided in this Offer. Occupancy shall be given subject to tenant's rights, if any.

VI. **Current Lease.** A portion of the Property is currently leased to Oneida Seven Generations Corporation pursuant to a Ground Lease (effective date June 1, 2004), a Second Ground Lease Extension Agreement (effective date January 1, 2014), and a Third Ground Lease Extension (effective date January 1, 2019), collectively the "Ground Lease." The term of the Ground Lease expires December 31, 2023. At or prior to Closing, the Ground Lease shall be amended to delete therefrom that part of the Leased Land (as described in the Ground Lease) that lies within the boundaries of the Property to be conveyed hereunder; there shall be a corresponding adjustment in rent payable (pro rata) under the Ground Lease. It shall be the Nation's responsibility to obtain signatures of authorized persons of Oneida Seven Generations Corporation on said Amendment.

VII. **Closing.** This transaction is to be closed no later than April 1, 2022 at the Title Company, unless otherwise agreed by the Parties in writing.

VIII. **Closing Prorations.** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, storm water utility fee, property owner's association assessments, fuel and n/a. Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Net general real estate taxes (defined as general property taxes after state tax credits and lottery credits are deducted) shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available. Special assessments, if any, levied or for work actually commenced prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by the Nation.

IX. **Occupancy.** Occupancy of the entire Property shall be given to Nation at time of closing unless otherwise provided in this Offer. Occupancy shall be given subject to tenant's rights, if any.

X. **Contingencies.** Seller agrees to allow the Nation's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. The Nation and licensees may be present at all inspections and testing. The Nation agrees to promptly restore the Property to its original condition after the Nation's inspections and testing are completed unless otherwise agreed to with Seller. The Nation agrees to promptly provide copies of all inspection and testing reports to Seller, and to listing broker if Property is listed. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources or the Environmental Protection Agency.

- A. Contingencies.** This Offer is contingent upon the following:
- 1. Environmental Inspection.** The Nation, at the Nation's expense, shall conduct an environmental and hazardous waste assessment within fifteen (15) Business Days of acceptance.
 - 2. Title Commitment.** Seller, at Seller's expense, shall provide evidence of Title to the property by an owner's title commitment issued through a Title Company accepted by the Department of Justice and having a Vendor License with the Nation. The following Title Companies currently meet this criteria: Bay Title, Lincoln Title, Green Bay Title, Residential title Services, Attorney's Title Guaranty Fund and Evans Title. Seller to deliver said title evidence not less than five (5) Business Days prior to closing.
 - 3. Closing Papers and Costs.** Seller shall prepare the closing papers to be delivered to the buyer within five (5) business days prior to closing. The closing papers include, where applicable: deed, title commitment, survey, mortgage satisfactions, certification of special assessments from taxing authority and sewer district, flood letter stating the property is not located in a special flood hazard area, paid real estate tax receipt, a compliance stipulation letter that the property is in compliance with municipal codes regulating separation of storm and sanitary water, and any other documentation required in the title commitment. Seller shall deliver a closing statement to the Nation no later than five (5) business days prior to closing date.
- B. Nation's Pre-Closing Walk-Through.** Within three (3) Business Days prior to Closing, at a reasonable time preapproved by Seller, the Nation shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by the Nation.
- C. As is/Where is.** The Nation acknowledges that the Nation is purchasing the property "as is/where is" in all respects; the Nation further acknowledges that prior to Closing, the Nation will duly and diligently investigate, examine, and inspect the Property to such extent as the Nation deems necessary and, by proceeding to close and consummate this transition, the Nation relies solely and exclusively on its investigation, examination, and inspection and not on any warranty or representation of Seller or any of the Seller's officers, employees or agents.

XI. Default. A material failure to perform any obligation under this Offer is a default. If Seller defaults, the Nation may terminate the Offer. If the Nation defaults, Seller may terminate the Offer. Nothing in this Offer constitutes a waiver, express or implied, of the Nation's sovereign immunity.

XII. Title Evidence.

- A. Conveyance.** Upon payment of the purchase price, Seller shall convey the Property by Warranty Deed free and clear of all liens and encumbrances, except: recorded easements for the distribution of utility and municipal services, general

taxes levied in the year of closing (if any), the Ground Lease (referred to above), and the Avigation Easement (attached to this document as Exhibit B).

- B. **Title Policy.** Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee. Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to the Nation.
- C. **Gap Endorsement.** Seller shall provide a "gap" endorsement or equivalent gap coverage at Seller's expense to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, the Nation may give written notice that title is not acceptable for closing.

XIII. Additional Provisions.

- A. **Entire Contract.** This Offer, including any amendments to it, contains the entire agreement of the Nation and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.
- B. **Time is of the Essence.** "Time is of the Essence" as to: (1) binding acceptance; (2) occupancy; (3) date of closing; (4) contingency deadlines and all other dates and deadlines in this Offer. Failure to perform by the exact date or deadline is a breach of contract.
- C. **Legal Advice.** The Nation cannot provide Seller legal advice on any matter, including, but not limited to, the terms of this Offer. Seller may seek legal representation at Seller's sole expense.
- D. **Property Damage Between Acceptance and Closing.** Seller shall maintain the Property until the earlier of closing or occupancy of the Nation in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide the Nation with lien waivers for all repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify the Nation in writing of the damage and this Offer may be canceled at option of the Nation. Should the Nation elect to carry out this Offer despite such damage, the Nation shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
- E. **Intergovernmental Agreement.** At or prior to Closing, the Intergovernmental Agreement, which is attached hereto as Exhibit A, shall be executed by the parties.

- F. Avigation Easement.** The Avigation Easement, which is attached hereto as Exhibit B, shall be attached to and incorporated into the Deed conveying the property to the Nation.

XIV. Approvals

- A. The County's obligation to conclude this transaction is conditioned upon the transaction, its terms and conditions, being approved, in writing by the Brown County Board of Supervisors (County Board). Upon acceptance of this Offer, County shall submit the Offer to Purchase, the Avigation Agreement, and the Intergovernmental Agreement to the County Board and request written approval thereof. Upon County's receipt of written approval from the County Board, a copy thereof shall be delivered to the Nation. If the approval contains one or more conditions, restrictions, or limitations (herein a "Conditional Approval") then the parties shall, in good faith, negotiate an amendment to the Offer to Purchase, the Avigation Agreement, and/or the Intergovernmental Agreement addressing each such condition, restriction, and/or limitation. In the event the parties are unable to negotiate a mutually acceptable amendment within thirty (30) days following delivery of a Conditional Approval to Buyer, then the Offer to Purchase, the Avigation Agreement, the Intergovernmental Agreement, and the transaction contemplated therein, shall be null and void.
- B. The Nation's obligation to conclude this transaction is conditioned upon the transaction, its terms and conditions, being approved in writing by the Oneida Business Committee (BC). Upon the County's acceptance of this Offer, the BC will consider the Avigation Agreement and the Intergovernmental Agreement. Upon BC's written approval, a copy thereof shall be delivered to Seller. If the approval contains one or more conditions, restrictions, or limitations (herein a "Conditional Approval") then the parties shall, in good faith, negotiate an amendment to the Avigation Agreement and/or the Intergovernmental Agreement addressing each such condition, restriction, and/or limitation. In the event the parties are unable to negotiate a mutually acceptable amendment within thirty (30) days following delivery of a Conditional Approval to Seller, then the Offer to Purchase, the Avigation Agreement, the Intergovernmental Agreement, and the transaction contemplated therein, shall be null and void.

XV. Closing. The closing of the transaction contemplated by the Initial Purchase Documents shall occur on or before thirty (30) days following satisfaction or waiver of all contingencies, provided that if all contingencies have not been satisfied or waived on or before April 1, 2022, then either party may, by written notice to the other, declare the initial purchase documents, and the transaction contemplated therein, null, void, and terminated.

Tehantai Hill
Oneida Nation Signature

11/12/2021
Date

Bronson [Signature]
Oneida Nation Signature

11/12/2021
Date

Lisa Higgins
Oneida Nation Signature

11/12/2021
Date

Seller's Signature

Date

Seller's Federal Identification Number

This offer is rejected _____ . This offer is countered _____ .
Seller Initials Date Seller Initials Date

THIS INSTRUMENT WAS DRAFTED BY
Krystal L. John, Staff Attorney
Oneida Law Office, PO Box 365, Oneida, WI 54155
Tribal Offer to Purchase – July 2021

**ONEIDA NATION OFFER TO PURCHASE – EXHIBIT A
INTERGOVERNMENTAL AGREEMENT**

INTERGOVERNMENTAL AGREEMENT made effective _____, 202__, by and between Brown County, a municipal corporation (herein referred to as "Brown County," "County," or "Grantor") and the Oneida Nation, a federally recognized and Treaty Tribe (herein referred to as "Oneida Nation," "Nation," "Grantee," or "Guarantor"), WITNESSETH:

WHEREAS, Brown County is the owner of Austin Straubel International Airport ("Airport"); and

WHEREAS, contemporaneous with the execution of this Intergovernmental Agreement, Brown County has conveyed certain real property to the Oneida Nation, all as more particularly described in the Warranty Deed, a copy of which is attached hereto and made a part hereof, marked Exhibit 1, said Deed includes an Avigation Easement reserved for the benefit of Brown County, Airport, and the public (the "Avigation Easement"); and

WHEREAS, the Warranty Deed (with the Avigation Easement) will be recorded with the Brown County Register of Deeds; and

WHEREAS, the parties desire to make certain agreements as to restricted use of property conveyed pursuant to the aforesaid Warranty Deed (the "Subject Property") and on additional property as more particularly described in Exhibit 2 which is attached hereto and made a part hereof (the "Supplemental Subject Property"); and

WHEREAS, as a condition of conveying the real property to the Oneida Nation pursuant to the Warranty Deed, Brown County requires that provision be made for the enforcement of the restricted uses agreed upon in this Intergovernmental Agreement, Avigation Easement and Guarantee, which includes a limited waiver of sovereign immunity on behalf of the Oneida Nation; and

WHEREAS, the parties acknowledge that as part of the operation of Airport, long term and short term parking (on a fee basis) is available to users, visitors, and patrons of the Airport and the Airport derives substantial revenue from said parking; and

WHEREAS, the County desires to prohibit the use of the Subject Property and the Supplemental Subject Property for paid long term parking and the Oneida Nation agrees to refrain from using the Subject Property and the Supplemental Subject Property for paid long term parking as further described below; and

WHEREAS, the Nation, which includes any tribally chartered corporation, or other organization or entity of the Nation, regardless of form, (hereinafter, collectively referred to as the "Nation"), currently uses the Supplemental Subject Property for casino, hotel, and other hospitality purposes; and

WHEREAS, the County understands that the Nation may at any time after purchase of the Subject Property apply to have it taken into trust status by the United States Department of the Interior, Bureau of Indian Affairs and does not and will not oppose any such application for the subject property; and

NOW, THEREFORE, for good and valuable consideration, each party to the other, the parties covenant and agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as a part of this Intergovernmental Agreement.
2. **Restrictive Covenant.** The Oneida Nation shall not use the Subject Property and/or the Supplemental Subject Property for "long term parking" if the user of such parking is charged a fee (hereinafter "Restrictive Covenant"). As used herein, the term "long term parking" means parking of a vehicle for more than 24 consecutive hours and includes what is sometimes referred to as "off site" or "remote" parking. This restriction and limitation shall apply only if a charge or other consideration is imposed for such parking. For the purpose of this section, "vehicle" includes all motorized vehicles except recreational vehicles that are parked at or in the recreational vehicle camping area located on either the Subject Property or the Supplemental Subject Property – such recreational vehicles may be charged a fee for utilizing the camping facilities.
3. **Successors and Assigns.** The foregoing Restrictive Covenant shall be binding upon the Nation and any person who has a right, title, or interest in the Subject Property or the Supplemental Subject Property, or any part thereof, together with their heirs, personal representatives, successors, or assigns and, in this respect, shall be deemed a covenant that runs with the land.
4. **Breach.** In the event of any breach or failure to comply with this Intergovernmental Agreement and/or the Avigation Easement by the Oneida Nation, its transferees, successors, assigns, or by any other person, the Oneida Nation agrees to pay Brown County and/or Airport, their successors and assigns, all damages, costs and expenses, including attorney fees, that shall be made or incurred as a result of such breach or failure to comply including the costs of enforcing this Intergovernmental Agreement and/or the Avigation Easement. Without limiting the scope thereof, the obligations under this paragraph are expressly included in the Guarantee hereinafter set forth.
5. **Guarantee.** The following Guarantee is applicable to this Intergovernmental Agreement and the Avigation Easement.
 - A. The Oneida Nation, in consideration of Brown County conveying to the Oneida Nation the premises described in the Warranty Deed (Exhibit 1), does hereby covenant with Brown County that if default, breach, or non-compliance shall at anytime occur with respect to the covenants, restrictions, and/or limitations of the foregoing Restrictive Covenant or any other provision of this Intergovernmental Agreement and/or the

Avigation Easement, the Oneida Nation will pay to Brown County, its successors and assigns, any and all damages that may arise in consequence of any default, upon receipt of written notice from Brown County of such default (and the damages associated therewith). The term "damages" specifically includes attorney fees incurred by Brown County, its successors and assigns, in connection with enforcement of the foregoing Restrictive Covenant and/or any other provision of this Intergovernmental Agreement and/or the Avigation Easement. This Guarantee shall be a continuing Guarantee, and the liabilities hereunder shall in no way be affected or diminished by reason of any extension of time that may be granted by Brown County, its successors and assigns, to the Oneida Nation or the Oneida Nation's successors and assigns.

B. The Oneida Nation further guarantees to Brown County that if the Oneida Nation, its successors or assigns, conveys all or any part of the Guarantee Property, the Subject Property, or the Supplemental Subject Property, or any interest therein, to an Oneida tribally chartered corporation, or any other entity, organization, or association regardless of form, that is affiliated with the Oneida Nation in any manner, or to the United States of America in trust for the Oneida Nation, the Oneida Nation retains all of the responsibilities and obligations owed to Brown County, its successors and assigns, under the this Intergovernmental Agreement and the Avigation Easement.

6. Limited Waiver of Sovereign Immunity/Consent to Jurisdiction. The Oneida Nation, its successors and assigns, (to the extent any such successor or assignee may have or claim to have any form of sovereign immunity) hereby expressly waive sovereign immunity from suit, if any, should an action be commenced on this Intergovernmental Agreement and/or the Avigation Easement and consent to be sued to determine and enforce the obligations under this Intergovernmental Agreement, including the Restrictive Covenant, and/or the Avigation Easement. The Oneida Nation, and to the extent applicable, its successors and assigns, agree that they will not use their status as a sovereign nation or their sovereign immunity, if any, as a defense in the enforcement of any and all terms of this Intergovernmental Agreement and/or the Avigation Easement, or in the enforcement of the foregoing Guarantee. The Oneida Nation, and to the extent applicable, its successors and assigns, submit to and consent to be sued in the United States Federal District Court for the Eastern District of Wisconsin, and all federal courts to which decisions of the United States District Court for the Eastern District of Wisconsin may be appealed, or, if the claim asserted does not involve a federal question over which the United States District Court for the Eastern District of Wisconsin has jurisdiction, then to be sued in the courts of the State of Wisconsin, in Brown County, and if none of the foregoing courts shall have jurisdiction, then in any other court having jurisdiction over the matter and parties. In the event a suit is commenced on regarding the subject matter of this Intergovernmental Agreement and/or the Avigation Easement, the Oneida Nation, and to the extent applicable its successors and assigns, covenant that they will not dispute the jurisdiction of the United States District Court for the Eastern District of Wisconsin and all federal courts to which the decisions of the United States District Court for the Eastern District of Wisconsin may be appealed, or, if the claim asserted does not involve a federal question over which the United States District Court for the Eastern District of Wisconsin has jurisdiction, the Oneida Nation, and to the extent applicable, its successors and assigns, covenant that they will not dispute the jurisdiction of the courts of the State of Wisconsin, in Brown County. The Oneida Nation, and to the extent applicable, its

successors and assigns, further covenant that if suit is commenced on or regarding the subject matter of this Intergovernmental Agreement and/or the Avigation Easement, the Oneida Nation will stipulate to the jurisdiction of the federal or state courts as described above.

A. The parties hereto agree that this consent to jurisdiction is valid, binding, and enforceable, and waive any defense or claim to the contrary. To the extent consistent with applicable federal and state law, the Oneida Nation, and to the extent applicable, its successors and assigns, each hereby expressly waive any application of the exhaustion of Tribal Remedies Doctrine, if applicable, that might otherwise require, as a matter of law or comity, that a dispute be heard first in any Tribal Court or other Tribal administrative proceeding.

B. The Oneida Nation, and to the extent applicable, its successors and assigns, agree to take all steps necessary at any time and from time to time to request the Oneida Appellate Court, if applicable, grant full faith and credit to any award, order, or decree rendered in any state court in accordance with the foregoing and to request issuance of such orders and exercise of such legal powers as may reasonably be necessary to effectuate the same.

C. The parties acknowledge that a revision to this Intergovernmental Agreement and also the Avigation Easement to remove the United States government from any liability as a potential successor will likely be required in order for the Oneida Nation to be successful in having the property accepted into trust status. In the event the Nation is able to successfully negotiate a revision to the Avigation Easement that is approved by the FAA that removes the United States from any and all liability related to Avigation Easement, Brown County agrees it shall automatically amend this Intergovernmental Agreement to remove the United States government from any liability as a successor to the agreement.

7. **Applicable Law.** This Intergovernmental Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin. This Intergovernmental Agreement shall be construed in accordance with its intent and with the fair meaning of its provisions, and without regard to any presumption or other rule requiring construction against the party which caused the same to be drafted. Whenever possible, each provision of this Intergovernmental Agreement shall be interpreted in such manner as to be effective and valid under such applicable law but, if any provision of this Intergovernmental Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the day and year appearing opposite their respective signature lines, the same being effective as of the effective date set forth in the opening paragraph hereof.

[insert signature lines]

INTERGOVERNMENTAL AGREEMENT – EXHIBIT 1
Warranty Deed to include Avigation Easement as Attachment

INTERGOVERNMENTAL AGREEMENT – EXHIBIT 2
Supplement Subject Property Legal Description

Lot 5, Section 6, Township 23 North, Range 20 East, Fourth Principal Meridian,
containing 26 acres, more or less.

AND

Part of Government Lot 3, Section 6, Township 23 North, Range 20 East, in the Village of Ashwaubenon, Brown County, Wisconsin, described as follows: Commencing at the West 1/4 corner of Section 6, Township 23 North, Range 20 East, thence North 0 degrees 24 minutes 03 seconds West along the West line of said Section 41.25 feet to the place of beginning, thence continuing North 0 degrees 24 minutes 03 seconds West along said West line 960.03 feet; thence North 89 degrees 14 minutes 38 seconds East 1327.92 feet; thence South 0 degrees 14 minutes 06 seconds West 979.13 feet to the North line of County trunk Highway "GG"; thence North 89 degrees 55 minutes and 50 seconds West along said North line 1317.08 feet to the place of beginning and containing 29.44 acres of land.

**ONEIDA NATION OFFER TO PURCHASE – EXHIBIT B
AVIGATION EASEMENT**

THE GRANTOR, for itself, its successors, and assigns, does hereby reserve for the use and benefit of Grantor, Austin Straubel International Airport (Airport) and the public, a perpetual easement and right of flight above the surface of the premises herein conveyed for the free and unobstructed passage of aircraft, and the right to cause such sound as may be inherent in the operation of any such aircraft used for navigation or flight through said air space or landing at, taking off from, or operation on the Airport. The easement and right of flight reserved herein includes the right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other affects associated with the normal operation of aircraft taking off, landing, or operating in the vicinity of Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military, or commercial; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

As a condition of this conveyance the Grantee, for itself, its heirs, successors, and assigns, does hereby agree to prohibit and refrain from the erection of structures or growth of natural objects that would constitute an obstruction to air navigation as defined in FAR Part 77 (i.e., above elevation 800 feet MSL).

As a further condition of this conveyance, the Grantee, for itself, its heirs, successors, and assigns, does hereby further agree that it will not use or permit or suffer use of the premises herein conveyed in such a manner as to create electrical interference with radio communication between the installations on the Airport and aircraft or as to make it difficult for fliers to distinguish between the Airport lights and others, or as to result in glare in the eyes of fliers using the Airport, or as to impair visibility in the vicinity of the Airport, or as to otherwise to endanger the landing, takeoff, or maneuvering of aircraft.

As a further condition of this conveyance, the Grantee, for itself, its heirs, successors, and assigns, does hereby further agree that it will not use or permit or suffer use of the premises herein conveyed in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

The Grantee, for itself, its heirs, successors, and assigns, does hereby further give and grant to the Grantor, its successors and assigns, a continuing right of entry upon the premises herein conveyed for the purpose of removing and preventing the construction or erection of any buildings, structures, or facilities which are not in compliance with the restrictions and limitations herein set forth, and the clearing of trees or other growth or objects on the premises herein conveyed, other than those expressly permitted hereunder.

It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors, and assigns of the parties, that these covenants and

agreements and the easement and right of flight shall run with the land, and that for the purpose of this instrument, the premises herein conveyed shall be the servient tenement and all real property now used and/or owned or which in the future may be used and/or owned by the County in connection with Austin Straubel International Airport and its operation shall be the dominant tenement.

Grantor and the Oneida Nation, a federally recognized Treaty Tribe (the "Oneida Nation") are parties to an Intergovernmental Agreement bearing even date herewith. For so long as: (i) the Oneida Nation; (ii) an Oneida tribally chartered corporation, (iii) any other entity, organization, or association, regardless of form, that is affiliated with the Oneida Nation in any way, or (iv) the United States of America in trust for the Oneida Nation (each of the foregoing being an "Exempt Party"), is the record owner of the premises AND the aforesaid Intergovernmental Agreement is in full force and effect, then the following paragraph shall not be in effect. If a person, firm, or entity other than an Exempt Party is or becomes the record owner of the premises (a "Non-Exempt Party") or the aforesaid Intergovernmental Agreement is no longer in effect, the following paragraph shall be in effect.

Non-Exempt Party, and an Exempt Party if the Intergovernmental Agreement is not in effect, their respective successors and assigns, covenants and agrees to pay and discharge all costs and expenses, including attorney fees, that shall be made and/or incurred by Granter and/or Airport in enforcing the covenants and provisions of this Aviation Easement, provided that, the United States Department of Interior, Bureau of Indian Affairs, the United States, and/or the United States of American in trust for the Oneida Nation are explicitly excluded from the definition of "successors, and assigns" for the purpose of this paragraph.

This Avigation Easement shall be construed in accordance with and governed by the laws of the State of Wisconsin. This Avigation Easement shall be construed in accordance with its intent and with the fair meaning of its provisions, and without regard to any presumption or other rule requiring construction against the party which caused the same to be drafted. Whenever possible, each provision of this Avigation Easement shall be interpreted in such manner as to be effective and valid under such applicable law but, if any provision of this Avigation Easement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Aviation Easement.

IN WITNESS WHEREOF, the parties have executed this Aviation Easement on the day and year appearing opposite their respective signature lines, the same being effective as of the effective date of the Deed to which it is annexed.

[insert signature lines]

**Brown County
Airport
Budget Status Report
October-21**

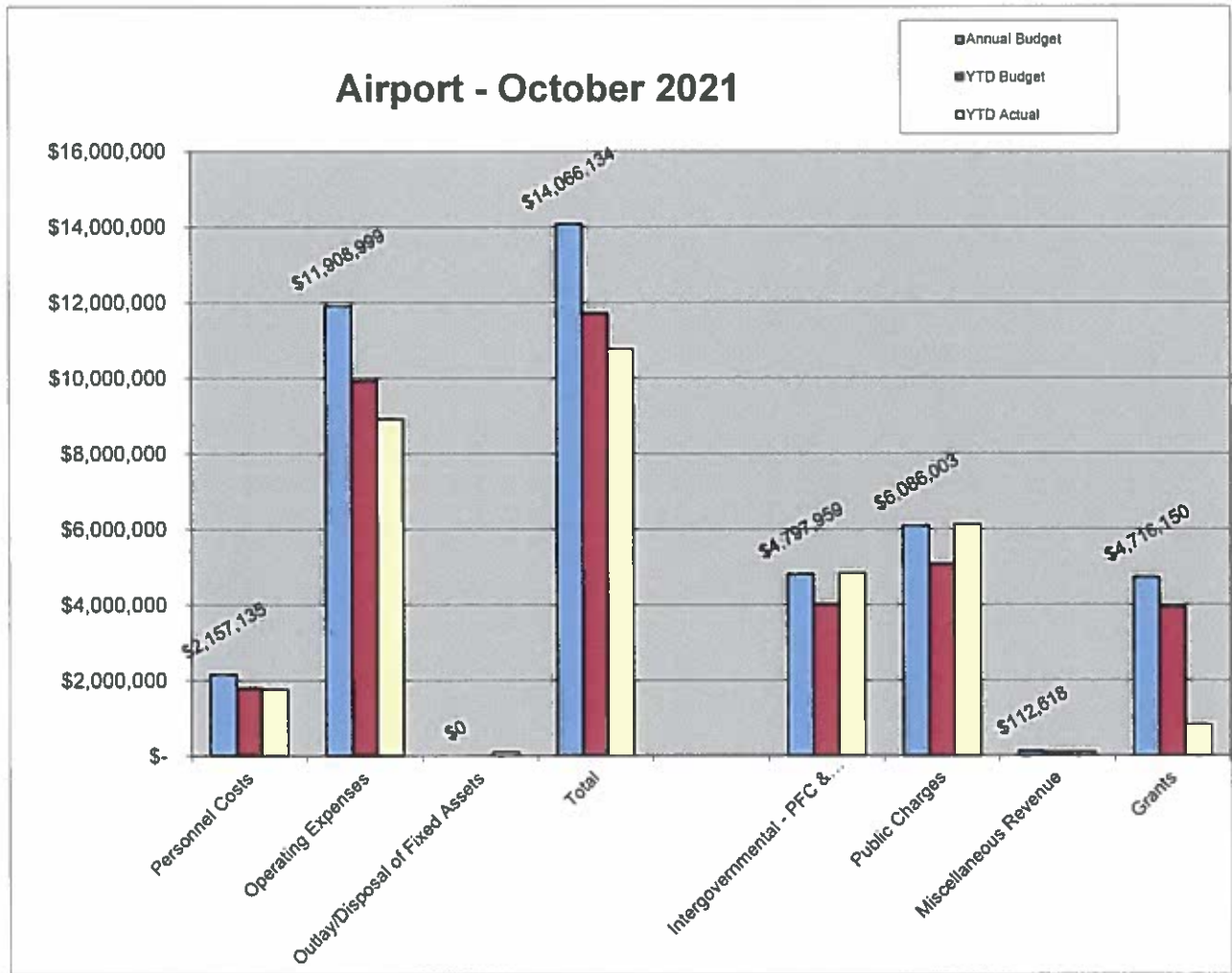
	Annual Budget	YTD Budget	YTD Actual	YTD Used
Personnel Costs	\$2,157,135	\$1,797,613	\$1,762,797	81.72%
Operating Expenses	\$11,908,999	\$9,924,166	\$8,909,352	74.81%
Outlay/Disposal of Fixed Assets	\$0	\$0	\$96,822	0.00%
Total	\$14,066,134	\$11,721,778	\$10,768,971	76.56%
Intergovernmental - PFC & Cares	\$4,797,959	\$3,998,299	\$4,825,777	100.58%
Public Charges	\$6,086,003	\$5,071,669	\$6,115,653	100.49%
Miscellaneous Revenue	\$112,618	\$93,848	\$90,943	80.75%
Grants	\$4,716,150	\$3,930,125	\$815,799	17.30%
Total	\$15,712,730	\$13,093,942	\$11,848,172	75.40%

HIGHLIGHTS

Operating Expenses continue to track approximately 10% under budget.

Revenues continue to outperform budget primarily due to CARES funds.

Passenger Traffic for October '21 was approximately 80% of October '19.



BROWN COUNTY
GREEN BAY AUSTIN STRAUBEL INT'L AIRPORT

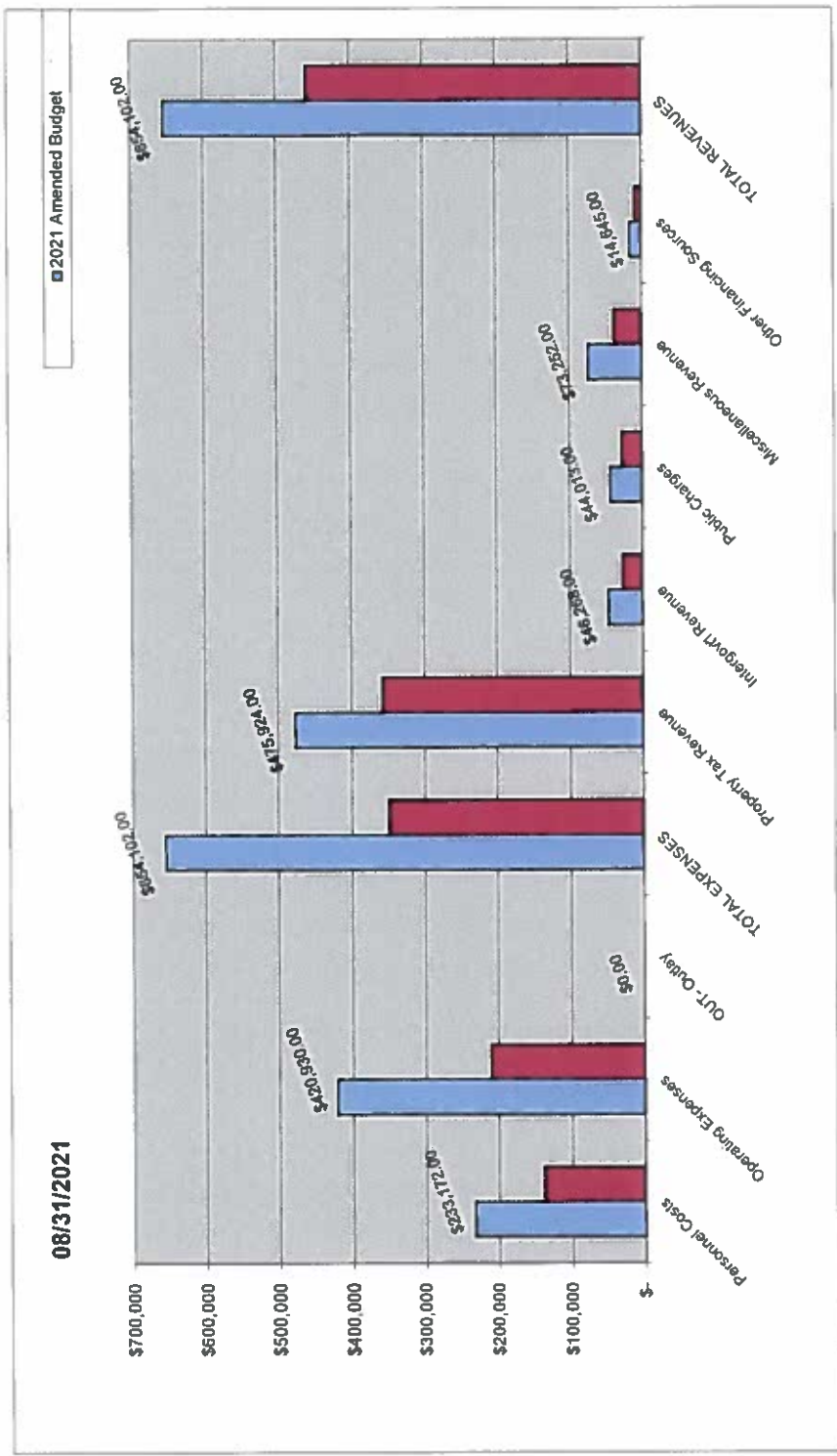
Departmental Openings Summary
To: Planning, Development & Transportation Committee
From: Airport

11/15/2021

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Housekeeper	1/13/2021	Resigned	Fill	Position continues to be posted for recruitment.

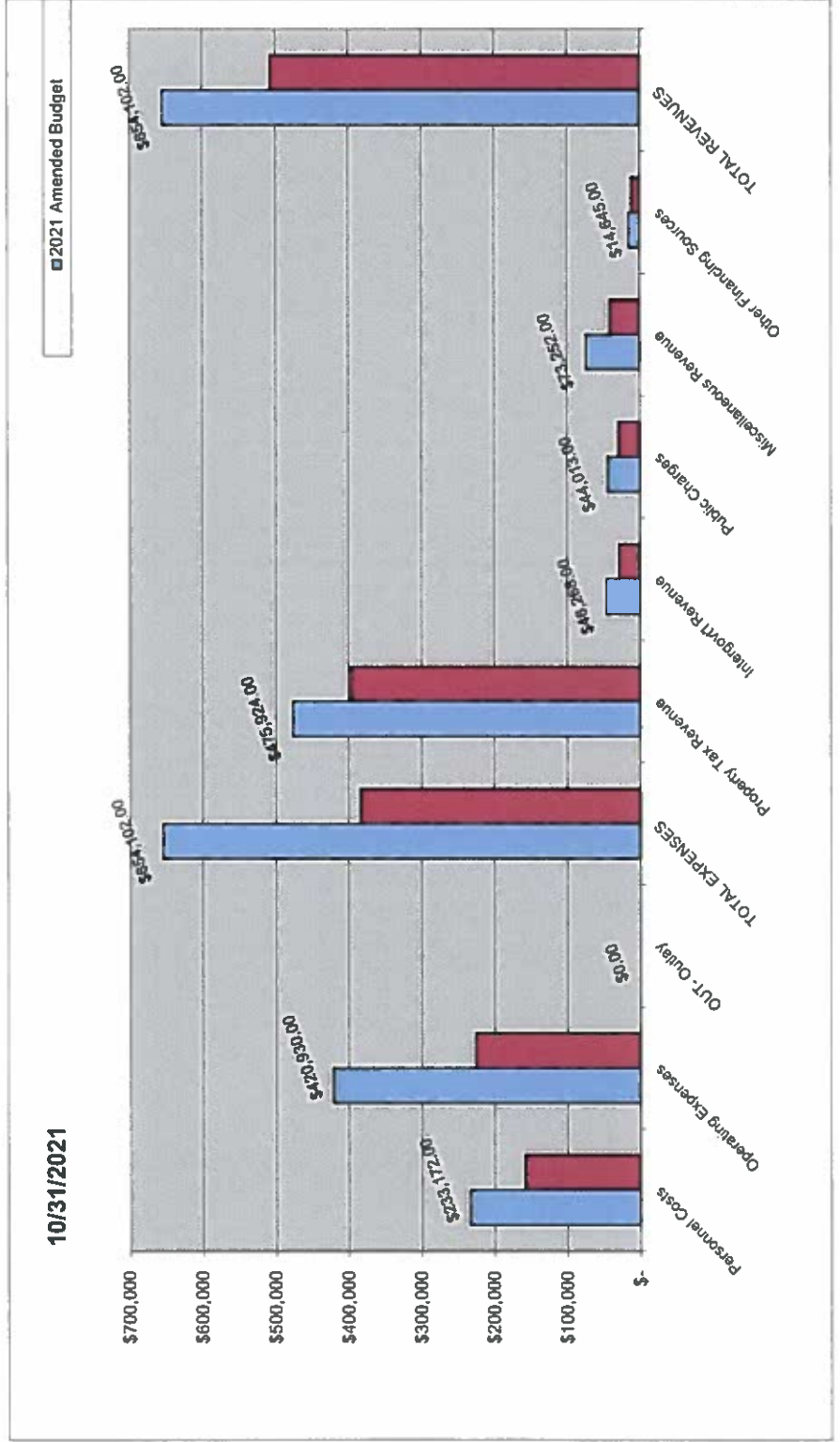
Extension Brown County
Unaudited
September 30, 2021

	<u>2021 Amended Budget</u>	<u>2021 YTD Transactions</u>	<u>2021 Budget Comparison</u>	<u>2020 Amended Budget</u>	<u>2020 Actual</u>
Personnel Costs	\$233,172.00	\$138,248.78	59.29%	\$235,666.00	\$165,041.45
Operating Expenses	\$420,930.00	\$210,720.27	50.06%	\$408,201.00	\$364,998.04
OUT - Outlay	\$0.00	\$0.00		\$0.00	\$0.00
TOTAL EXPENSES	\$654,102.00	\$348,969.05	53.35%	\$643,867.00	\$530,039.49
Property Tax Revenue	\$475,924.00	\$356,942.97	75.00%	\$444,926.00	\$444,926.00
Intergov'l Revenue	\$46,268.00	\$26,861.86	58.06%	\$60,873.00	\$42,765.05
Public Charges	\$44,013.00	\$27,955.97	63.52%	\$42,053.00	\$25,651.12
Miscellaneous Revenue	\$73,252.00	\$37,952.52	51.81%	\$73,222.00	\$58,007.64
Other Financing Sources	\$14,645.00	\$8,645.00	59.03%	\$22,793.00	\$15,497.00
TOTAL REVENUES	\$654,102.00	\$458,358.32	70.07%	\$643,867.00	\$586,846.81



Extension Brown County
 Unaudited
 October 31, 2021

	<u>2021 Amended Budget</u>	<u>2021 YTD Transactions</u>	<u>2021 Budget Comparison</u>	<u>2020 Amended Budget</u>	<u>2020 Actual</u>
Personnel Costs	\$233,172.00	\$158,006.65	67.76%	\$235,666.00	\$165,041.45
Operating Expenses	\$420,930.00	\$225,568.83	53.59%	\$408,201.00	\$364,998.04
OUT - Outlay	\$0.00	\$0.00		\$0.00	\$0.00
TOTAL EXPENSES	\$654,102.00	\$383,575.48	58.64%	\$643,867.00	\$530,039.49
Property Tax Revenue	\$475,924.00	\$396,603.30	83.33%	\$444,926.00	\$444,926.00
Intergov't Revenue	\$46,268.00	\$28,334.13	61.24%	\$60,873.00	\$42,765.05
Public Charges	\$44,013.00	\$29,576.74	67.20%	\$42,053.00	\$25,651.12
Miscellaneous Revenue	\$73,252.00	\$40,792.77	55.69%	\$73,222.00	\$58,007.64
Other Financing Sources	\$14,645.00	\$11,645.00	79.52%	\$22,793.00	\$15,497.00
TOTAL REVENUES	\$654,102.00	\$506,951.94	77.50%	\$643,867.00	\$586,846.81



December 15, 2021

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

Ladies and Gentlemen:

**RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE
FOR THE UW-EXTENSION DEPARTMENT –
LTE STRONG BODIES INSTRUCTOR**

WHEREAS, a table of organization request was submitted by the UW-Extension Department (“Department”); and

WHEREAS, the department wishes to offer ‘Strong Bodies’ programming to help older adults become or stay fit, strong and healthy; and

WHEREAS, the participants of the classes will pay a fee to offset the cost of adding instructors to teach the classes; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department’s table of organization: the addition of one (0.08 FTE) LTE Strong Bodies Instructor position, effective on January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, the following changes to the Department’s table of organization, as described above and below in the Budget Impact section of this resolution, are hereby approved: the addition of one (0.08 FTE) LTE Strong Bodies Instructor position, effective on January 1, 2022.

BE IT FURTHER RESOLVED that, should the funding end, said Position will end and be eliminated from the U.W. Extension table of organization.

Budget Impact: UW-Extension

Annual Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
LTE Strong Bodies Instructor \$17.00/hr Position #TBD Hours: 168	0.08	Addition	\$2,856	\$260	\$3,116

Offset by Participant Fees					(\$3,116)
Annual Budget Impact					\$0

Fiscal Note: This resolution does not require an appropriation from the General Fund. The personnel costs will be offset by associated participant fees for the program.

Respectfully submitted,
 PLANNING, DEVELOPMENT &
 TRANSPORTATION COMMITTEE
 ADMINISTRATION COMMITTEE

Approved By:

 TROY STRECKENBACH
 COUNTY EXECUTIVE

Date Signed: _____

21-092R
 Authored by UW-Extension
 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
SIEBER	1				
DE WANE	2				
CHU	3				
DORFF	4				
JACOBSON	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
BRUSKY	14				
MURPHY	15				
KASTER	16				
VAN DYCK	17				
HOPKINS	18				
ERICKSON	19				
COENEN	20				
SCHULTZ	21				
PETERS	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

Brown County

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

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-16-21
REQUEST TO: PD & T, Administration and County Board
MEETING DATE: 11/23/21; 12/2/21; 12/15/21, respectively
REQUEST FROM: Judy Knudsen
Director

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

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE UW-EXTENSION DEPARTMENT – LTE STRONG BODIES INSTRUCTOR

ISSUE/BACKGROUND INFORMATION:

Met with ADRC of Brown County management team some months ago to share programming that could be offered to individuals utilizing ADRC programs and services. Received email week of October 25, 2021 asking if Extension could offer StrongBodies classes. Developed by Drs. Miriam Nelson and Rebecca Seguin, both formerly of the Friedman School of Nutrition Science and Policy at Tufts University. The StrongBodies programs are designed to help older adults become or stay fit, strong, and healthy. This is a national recognized evidence-based program.

ACTION REQUESTED:

Add LTE Strong Bodies Instructor position to Extension's Table of Organization.

FISCAL IMPACT:

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

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

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

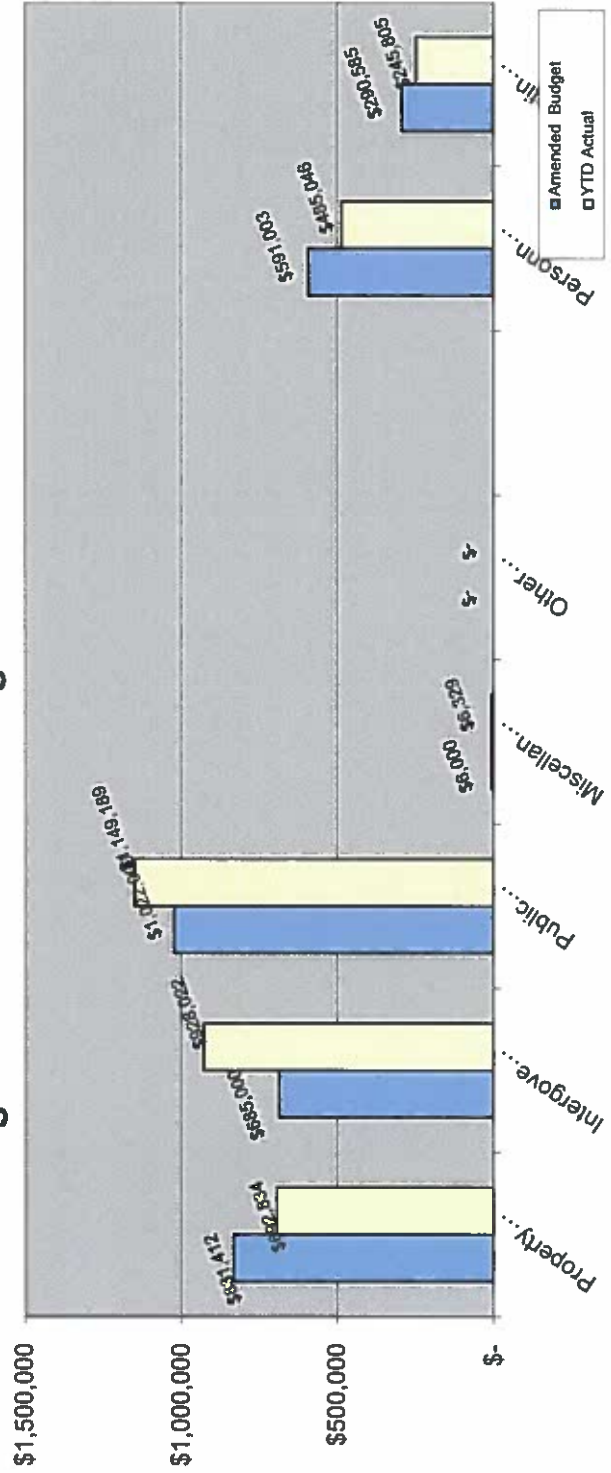
Brown County
Register of Deeds
Budget Status Report (Unaudited)
Fiscal year through 10/31/2021

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated
 Revenues: All categories are progressing as anticipated

	Amended Budget	YTD Actual	Percent of Budget
Property Taxes	\$ 831,412	\$ 692,634	83.3%
Intergovernmental Rev	\$ 685,000	\$ 928,022	135.5%
Public Charges	\$ 1,022,000	\$ 1,149,189	112.4%
Miscellaneous Rev	\$ 6,000	\$ 6,329	105.5%
Other Financing Sources	\$ -	\$ -	0.0%
Personnel Costs	\$ 591,003	\$ 485,046	82.1%
Operating Exp	\$ 290,585	\$ 245,805	84.6%

Register of Deeds - Through 10/31/2021 Unaudited



BUDGET ADJUSTMENT REQUEST

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

Justification for Budget Change:

2021 Resource Recovery
 Transfer Station-Landfill (BOW) had additional customers which resulted in greater expenses in contracted services with Outagamie County and also various haulers. There is an offset by the increased revenues. Also, Charges and Tipping Fees - MRF increased due to the market demand which has also increased the Recycling Rebate expense.

Fiscal Impact*: \$ 0

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

<u>Increase</u>	<u>Decrease</u>	<u>Account #</u>	<u>Account Title</u>	<u>Amount</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	655.079.085.5700.100	Contracted Services-Landfill	\$ 1,800,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	655.079.085.4600.561	Charges & Fees - Resource Recovery	\$ 1,800,000 <i>kae</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	655.079.088.5825	Recycling Rebate - Resource Recovery	\$ 325,000 <i>cao</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	655.079.088.4600.562	Charges & Fees Tipping - MRF	\$ 325,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>			

DRH
 Signature of Department Head
 Department: Resource Recovery
 Date: 11/16/21

AUTHORIZATIONS
Troy Streckenbach
 Troy Streckenbach (Nov 18, 2021 12:09 CST)
 Signature of DOA or Executive
 Date: Nov 18, 2021

Note: This is a **RFP** 'Draft ONLY Version' of the
Project for Review and Approval.
Project may or may not be published.

Request for Proposal (RFP)

For

Brown County

**Pulliam Site Engineering Design and Cost
Estimate**

Project # 2459



***Publish Date:* November 22, 2021**

***Response Deadline:* December 29, 2021 3:00 PM CDT**

To:

Brown County Purchasing Department

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RFP PROJECT DETAILS

1. General

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the "Contractor" for engineering services. All contractors are responsible for any addendums issued for this project.

2. RFP Tentative Project Timeline

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

	Date	Time (CDT)
Harbor Commission: Recommended for approval to publish	October 11, 2021	
PD&T Committee: Recommended for approval to publish	November 23, 2021	
County Board: Final approval to publish	December 15, 2021	
RFP Published	December 20, 2021	
RFP Non-Mandatory Meeting	January 5, 2021	9:00 AM
RFP Questions Due	January 10, 2021	3:00 PM
RFP Questions & Answers Published	January 12, 2021	3:00 PM
RFP Responses Due from Vendors	January 20, 2021	3:00 PM
Preliminary RFP review to address potential budget issues	January 21, 2022	
Selection Team Kickoff Meeting	January 24, 2022	
Preliminary Scoring from proposal review	February 7, 2022	
Interview/Reference checks if required by	February 25, 2022	
Consensus Scoring Meeting	February 28, 2022	
Send out Thank You & Intent to Award Letters by	March 3, 2022	
Contract Negotiations / Complete Contract Signing by	March 18, 2022	

3. RFB Non-Mandatory Pre-proposal Meeting: January 5, 2021 at 9:00am

All attendees shall follow all CDC suggested guidelines for social distancing and all State of Wisconsin mask requirements at this site visit

Site visits are based on the date & time listed in the Tentative Project Time Line above	
Vendors meet at	Port & Resource Recovery, 2561 S. Broadway, Green Bay, WI 54304
Meeting conducted by:	Mark Walter
Meeting contact phone number for questions:	920-492-4965

4. RFP Questions Due: January 10, 2021 at 3:00 PM

Questions-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: bcpurchasing@browncountywi.gov
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2459"

5. RFP Questions & Answers Publish Date: January 12, 2021 at 3:00 PM

Answers - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.browncountywi.gov > Departments > Purchasing > Open Projects
- AND on the DemandStar website at: www.demandstar.com

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

6. RFP Due Date & Delivery Address Details: January 20, 2021 at 3:00 PM

Responses are due to Brown County Purchasing no later than the Due Date.

Prospective vendors can submit proposals via email, hand deliver or by mail via DHL, FedEx, UPS, USPS, etc as outlined below:

Emailed proposal must include the following items:

- Be clearly marked in the subject line with perspective project #2459.
- Include 2 separate electronic files:
 - One file named proposal to include proposal excluding any pricing details.
 - The other file named 'pricing' to include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
 - bcpurchasing@browncountywi.gov
 - A courtesy email response will be generated after due date for receipt of all proposals.
- Emailed proposals also require that five (5) paper copies be sent separately, excluding the pricing details.
Note: For emailed proposals, the paper copies must arrive within 2 days after the proposal due date. These are provided to the scoring team. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
- Delivery address is provided below:

Hand delivered or mailed proposal must include the following items:

- Be clearly marked with project #2459 on the outside of the sealed envelope or box in the lower left-hand corner.
- Be in 2 separate Sealed envelopes or boxes as follows:
 - One envelope or box to include five (5) paper copies of the proposal excluding pricing details. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
 - The other envelope labeled 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*. Envelope can be included in either the box or envelope used to send the proposals (does not need to be sent separately). Only one (1) copy of the cost sheet is required.
- Along with the proposal include one flash drive (no CD's) containing the 2 files as follows:
 - One file named proposal to include proposal excluding pricing details.
 - The other file named 'pricing' and includes the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

Delivery Address for DHL, FedEx, Hand
Delivery, UPS, etc.

**Brown County Clerk
Project 2459
305 E. Walnut St. Room 120
Green Bay, WI 54301**

Delivery Address for Mail, USPS

**Brown County Purchasing Department
Project 2459
305 E. Walnut St. 5th Floor
Green Bay, WI 54301**

Note: It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3rd party delivery service. This ensures the proposal can be applied to the appropriate project.

7. RFP Format & Submission Requirement

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **RFP SCOPE OF WORK & SPECIFICATIONS (Attachment A)** - Provide specific procedures and explanations to each requirement in your document submission.
- **RFP COST SHEET (Attachment C)** - Provide attachment listing your price with your document submission in a separate sealed envelope or separate file if submitted via email.
- **RFP REFERENCE DATA SHEET (Attachment D)** – Provide attachment with three (3) to five (5) references with your document submission.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment E)** – Provide attachment if any of part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

8. Performance or Applicable Payment Bonds

Bonds are not required for this project.

9. RFP Method of Payment

One of two methods:

1. **For Projects That Are to Be Completed Within 60 Days:** Payment is net 30 days from completion and approval of project.
2. **For All Other Projects:** Partial payment may be made. The retainage shall be an amount equal to not more than 5% of the cost until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained, and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor.

Payment Terms: Payments may apply as noted in Wisconsin Statute 66.0135. If milestone payments are appropriate, they will be defined in the contract. Vendors are strongly encouraged to accept P-Card payments.

10. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

11. "Piggyback" Clause

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

12. Other

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have the necessary professional licenses for the state for which the work is to be done. All applicable licenses must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Submission:** Brown County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted and/or to request clarification of any bid/proposal.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

13. RFP Attachments

- A. **RFP Scope of Work, Specifications / Drawings:** Contractor must adhere to specifications/drawings for this project.
- B. **RFP Scoring**
- C. **RFP Cost Sheet**
- D. **RFP Reference Data Sheet**
- E. **RFP Designation of Confidential & Proprietary Information**
- F. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- G. **RFP Appeals**
- H. **Contract Insurance Requirements**
- I. **Professional Contract for Service TEMPLATE:** Contractors submitting documents must review the Professional Contract for Service TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Vendor document submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS

(Potential vendors are expected to perform the following service in order to submit documents and to be awarded a contract.) Please provide specific procedures and explanations to each requirement in your submitted documents.

1. Project Name

Pulliam Site Planning, Engineering Design and Cost Estimate

2. Project Background

The Pulliam Power Plant Site, located at 1530 Bylsby 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 creating an opportunity for the Port of Green Bay. The 78-acre former power plant site is situated at the mouth of the Fox River within the Port of Green Bay and is in an exclusively industrial area of the community, with the closest residential properties being located over 0.60 miles away, separated by Interstate 43 and Canadian National Rail lines. The site is in Census Tract 1.00, a federally designated Opportunity Zone.

The *2016 Port of Green Bay Property Acquisition Plan* identified the site as the most desirable property for Port acquisition and development to ensure continued economic growth and stability of the Port. The Pulliam site is well-suited for Port-related uses as it is located at the deepest part of the Port with immediate access to both rail and the interstate highway system.

In 2021, Brown County executed a Purchase Agreement with WPS for 43.89 acres of the site 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 9.7 acres of the site to expand their existing operations with an additional 7.4 acres to be leased from the Port. A long-term lease for the remaining portions of the property would allow for the relocation of coal piles out of downtown Green Bay to the Pulliam site. Until a lease is finalized, the Port will continue to pursue other Port-related operations which could include a new terminal operator that handles plate, bar or coil steel, fertilizer, etc., or development of a rail/truck intermodal facility for future maritime containers.

Ownership and development of the site will allow the Port to manage the property to ensure that it serves as an active terminal and continues to provide a positive economic benefit to the community for generations. Brown County expects to complete the redevelopment of the Pulliam site and put it into active use within three years. The completed project will upgrade Port infrastructure to a state-of-the-art facility.

Copies of documents related to a number of analytical studies may be found on the Port of Green Bay website www.portofgreenbay.com/pulliam-site.

3. Proposed Site Improvements

This project will include the redevelopment of the former Pulliam Power Plant site into a state-of-the-art Port facility. The site will be graded, and a portion of the site may be asphalted to provide a base for operations depending on use. The most likely use is for unloading and storage of bulk commodities such as coal, salt and stone. An old boat slip will be filled as will the near shore areas between the bay of Green Bay/Fox River and the bulkhead lines. Sheet piles will be installed along the Fox River bulkhead lines and a portion of the Bay bulkhead lines. Dock walls will be constructed at the bulkheads to accommodate ships up to 850 feet in length. Dredging will be required to match the shipping channel depth to the dockwall to accommodate fully loaded freighters. Other aspects of the project include placement of mooring bollards, construction of crane pads, and installation of a rail spur. The number and location of bollards and crane pads will depend on final site usage.

All permit application fees will be the responsibility of the County. The redevelopment project will be put out for bids once on-site environmental investigations and final engineering have been completed.

4. Estimated Timeframe

The Port of Green Bay has a fully executed Purchase Agreement with WE Energies for the Pulliam site that will be finalized in January 2022. The County is pursuing additional funding from the American Rescue Plan Act

(ARPA), Wisconsin's Harbor Assistance Program (HAP) and other state and federal sources. Redevelopment could begin in 2022 and take approximately three years to complete.

5. Scope of Services:

Brown County expects the project to be completed in five phases: 1) Conceptual Layout and Field Data Collection; 2) Preliminary Engineering, Regulatory Permit Application Preparation/Submittals; 3) Final Engineering and Preparation of Bidding Documents; 4) Public Bidding and Project Award; and 5) Construction. The Brown County Port & Resource Recovery Department requires services from a Consultant for the initial three phases. Public bidding and project construction will depend on future funding.

- Phase 1 will include meetings with the Consultant to determine the location and type of development needed to make the site useable for Port terminal operations. The Consultant will complete an assessment of site conditions to determine the extent to which the site can be developed. This phase is expected to include:
 - Conceptual Layout and Field Data Collection
 - Site Planning
 - In-person meetings for facility layout of anticipated Site Improvements. Identify limits/locations.
 - Site Topographic and Bathymetric Survey
 - Geotechnical Subsurface Exploration
 - Preliminary Design Cross Sections through Site extending to Federal Navigation Channel
 - Preliminary Design Cross Sections through slip-filling
 - Preliminary Design Details for Site Improvements
 - Conceptual Grading Plan for Site Drainage and Floodplain Considerations
 - Review of Required Regulatory Permit Applications and Anticipated Regulatory Review Timelines
 - Generate Conceptual-Level Engineer's Opinion of Probable Construction Cost
- Phase 2 will include the preparation by the Consultant of final approved project plans and specifications for the letting of competitive bids for the completion of development and infrastructure improvements at the former Pulliam Power Plant Site including project cost estimates. Any local, state or federal permit applications required for site development will be submitted at this time with application fees paid by the County. This phase is expected to include:
 - Preliminary Engineering, Regulatory Permit Application Preparation/Submittals
 - Design Development Required to support regulatory permit applications
 - Stormwater Management and Final Grading Plan
 - Erosion Control Plan
 - Floodplain impact modeling (City, WDNR, and FEMA)
 - Wetland
 - WDNR Chapter 30
 - WRAPP
 - U.S. Army Corps of Engineers
 - Updated Engineer's Opinion of Probable Construction Cost
- Phase 3 will include preparation by the Consultant of engineering specifications, construction site documentation and drawings. This phase is expected to include:
 - Final Engineering and Preparation of Bidding Documents
 - Updated Engineer's Opinion of Probable Construction Cost
- Phase 4 - Public Bidding and Phase 5 - Project Construction will depend on future funding.

6. Planning, Engineering Design and Cost Estimate:

- General Scope
 - Work with Brown County to develop conceptual layout and preliminary site designs
 - Prepare designs to address required components identified in this Request for Proposal (RFP).

- Develop and implement exploration and testing program to provide data to support design of required components.
- Prepare and submit any permit applications needed for site development.
- Prepare technical specifications for all components of the design.
- Submit progress drawings for all design components at 30%, 60%, 90% design milestones for County's review.
- Submit progress technical specifications for all design components at 60% and 90% design milestones for County's review.
- Finalize design and submit 100% stamped construction drawings and technical specifications after 90% submittal review.
- Identify Engineer of Record (EOR) services required during bidding and construction.
- Design Components
 - Conceptual Layout and Field Data Collection
 - Engineering Design For, But Not Limited to:
 - Construction of Stormwater Features
 - Dock Wall Construction at Bulkhead
 - Filled Land Between Current Shoreline and Dockwall/Bulkhead Line
 - Current Land Inland of Shoreline
 - Riprap Placement
 - Filling of Capped PCB-Contaminated Boat Slip and Drainageway
 - Placement of Mooring Bollards
 - Construction of Crane Pads
 - Dredging from Shipping Channel to Dockwall
 - Resurfacing of Site
 - Installation of a Rail Spur
 - Site construction documentation
 - Infrastructure assessment and design
 - Utilities to support site infrastructure including:
 - Water
 - Sanitary Sewer
 - Stormwater
 - Electric
 - Gas
 - Communications
 - Security
 - Roads and surface material (blacktop, gravel, concrete, grass) assessment for vehicular circulation and material laydown areas
 - Offloading facility
 - Natural Resource Assessment and Permitting Including but not Limited to:
 - Permits:
 - WDNR - NR347 Permit
 - WDNR - NR 151 Permit - Water Quality
 - WDNR – Chapter 30 - Water Quality Certification
 - USACE Section 408 Permit
 - USACE Letter of Permission
 - FEMA Letter of Map Amendment (LOMA)
 - Other local, state and federal permits related to dredging, stormwater, flood control, water quality, wetlands and waterway impacts

7. Requirements:

To be considered for award of this contract, the following minimum qualifications must be met and fully outlined and explained in your proposal:

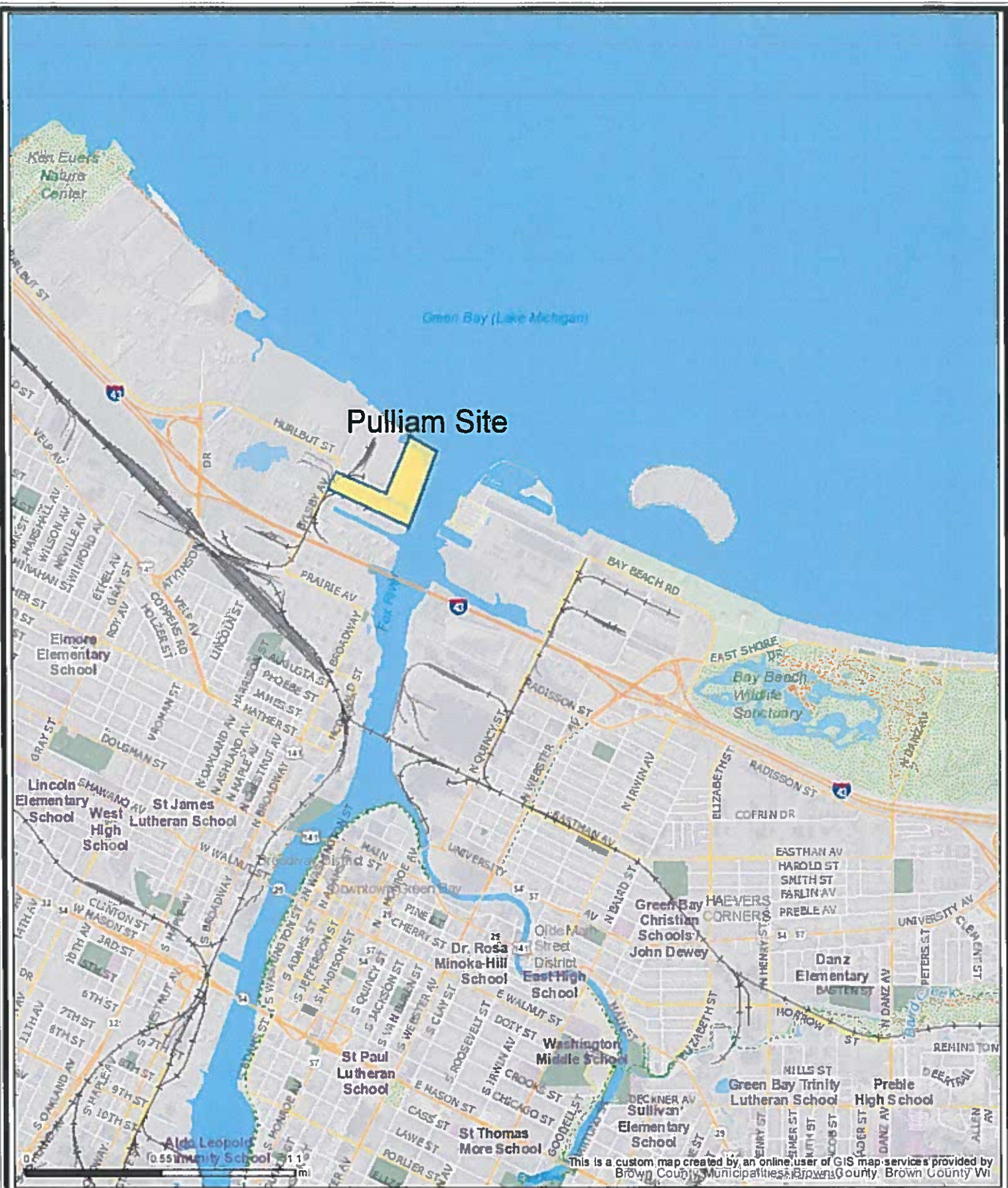
The firm must be experienced in the area of:

- Planning and designing Fox River port facilities
- General knowledge of marine construction
- Experience with rail construction
- Specific experience in the design and construction of dockwalls, dredging, management of contaminated sediments and PCB capping
- Planning and designing stormwater facilities
- Environmental permit applications including surface and stormwater permit writing.
- Plans and specification writing
- Surveying
- Construction documentation
- Financial analysis

The firm must have a proven ability as evidenced by past performance and current resources and personnel to execute a contract for services estimated to begin on February 15, 2022.

8. Additional Material

Additional background and analytical material will be posted to the Port's website – www.portofgreenbay.com/pulliam-site



Map printed on 7/1/2021

1:31,680

1 inch = 2,640 feet*

1 inch = 0.5 miles*

*original page size: 8.5"x11"







Appropriate format depends on zoom level

Figure 1: Pulliam Site Location



(920) 448-6480
maps.gis.co.brown.wi.us

Figure 3: Pulliam Site Rail Easements

-  Pulliam Site - Purchase Area
 -  Wisconsin Public Service (WPS)
- Easements**
-  County Owned (Track Easement)
 -  WPS Owned - Brown County Easement
 -  Existing Railbed/New Track Construction
 -  New County Rail Line



ATTACHMENT B: RFP SCORING

(This attachment is provided for your information only. There is no need to sign or mail it back.)

Responses to this project will be evaluated according to the following:

1. Evaluation Process

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews may be required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

1. Scoring Methodology

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. Quality, clarity and responsiveness of document submission	15
2. Staff & Organization	15
3. Methodology	20
4. Experience & Teamwork	20
5. Pricing (Attachment C)*	10
6. References (Attachment D) - optional	10
7. Interviews/Presentations - optional	10
Total	100

**Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria's.*

2. Scoring Criteria

The evaluation factors to be used in project scoring are described below:

1. **Quality, clarity and responsiveness of document submission** – Document submissions will be evaluated on meeting the overall requirements of the project.
2. **Staff & Organization** – Per page 10 of Attachment A
3. **Methodology** – Per page 10 of Attachment A
4. **Experience & Teamwork** – Per page 10 of Attachment A
5. **Pricing** – Document submissions are scored using a formula with the lowest price submitted that is **divided** by the price of each prospective vendor **times** the established point value **times** the weight factor percentage. Pricing will be calculated for the entire term of the contract.
6. **References** – Document submission will be evaluated based on information obtained from the references provided.
7. **Interviews/Presentations** - Interviews and/or presentations are not required but preferred based on the scoring team's recommendation.

ATTACHMENT C: RFP COST SHEET

(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)

Vendor Information

COMPANY PHYSICAL LOCATION INFORMATION				
Legal Name:				
Address:				
City:		State:		Zip:
Phone:		Fax:		
Federal ID #:		Website:		
COMPANY REMIT INFORMATION <i>(where to send payment, if different than above)</i>				
Billing Name:				
<i>Name to print on check, if different than above</i>				
Address:				
City:		State:		Zip:
Accounts Payable Contact:		Phone:		
Accounts Payable Email:		Payment Terms:		
CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS				
Sales Rep Name:		Sales Rep Title:		
Sales Rep Phone Number:		Sales Rep Email:		
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Primary Name:		Title:		
Email:				
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Secondary Name:		Title:		
Email:				
CONTACT INFORMATION / PROJECT MANAGER				
Project Manager Name:		Title:		
Address:		City:		
City:		State:		
Phone:		ZIP:		
Email:		Fax:		

CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT			
Contract Signer Name:		Title:	
Address:		City:	
City:		State:	
Phone:		ZIP:	
Email:		Fax:	

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

Comments:	
-----------	--

Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

Comments:	
-----------	--

RFP Pricing

PRICING:

Provide costs for all labor, materials, and equipment to complete the project in strict accordance with the RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS as indicated in Attachment A.

FOR THE SUM OF

_____ Dollars (\$ _____)

****All pricing is to be inclusive of all costs including travel and meals.***

ATTACHMENT D: RFP REFERENCE DATA SHEET

Provide a list of at least three and not greater than five clients that you have recently or are currently providing services for with at least two clients in the public sector and one client from a project that didn't go so well. Please verify that your contact person listed is accurate and still employed with the company.

Reference #1	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #2	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #3	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #4	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #5	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State

ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION

(Use of this form is required when submitting proposal)

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT

(If Addendums exist for this project, please sign and date and send with your bid)

Important: Failure to submit this form when addendums have been issued may result in the rejection of your proposal

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

- 1 2 3 4 5 6

Additional Addenda should be written here:

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:
Company Name:
Printed Name:
Signature:
Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT G: RFP APPEALS

(This appeals attachment is for your information only, there is no need to sign or mail it back.)

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more, or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit To:	Brown County Internal Auditor 305 E. Walnut St. Rm 102 PO Box 23600 Green Bay, WI 54305-3600
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ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS

(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail it back.)

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at BC_administration_purchasing@co.brown.wi.us throughout the contract term.

1. Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney 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 vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Comprehensive General Liability (Occurrence Form)

Products and Completed Operations	
Personal Injury and Advertising Liability	
Independent Contractors / Protective	
Limits of Insurance	\$1,000,000 per occurrence \$1,000,000 aggregate

Business Automobile Liability: Covering all owned, hired, and non-owned vehicles

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
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Excess / Umbrella Liability

Limits of Insurance	\$1,000,000 per occurrence
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Worker's Compensation Insurance and Employers Liability

State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident

Professional Liability

Limits of Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
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3. Additional Insured

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. Adjustment to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. Waiver of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. Certificate of Insurance

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration
305 E Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

8. Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

ATTACHMENT I: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)



**BROWN COUNTY PROFESSIONAL
STANDARD CONTRACT**

All posted project details and addendums shall be part of this contract.

Project #:	2459
Service Description:	Pulliam Site Engineering Design and Cost Estimate
Time of Performance:	Contract Effective:
Total Amount of Contract:	Maximum Compensation not to Exceed: \$00

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

Performance, schedules and invoices will be approved by the following Brown County Contact:	Mark Walter
Brown County Department:	Port & Resource Recovery
Address:	
City, State Zip:	
Phone:	
Email:	

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this [redacted] day of [redacted] 20[redacted] by and between [redacted] (the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

WITNESSETH:

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:
 - A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
 - B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and
 - C. that the CONTRACTOR is required to comply with time schedules and payment terms.
2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

Payment Terms:	Net 30
Check Payable To:	
Invoice Mailing Address:	
City, State Zip	
Invoice Email Address:	
Invoice Phone Number:	
Federal Tax ID#:	

4. **REPORTS:**
 - A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
 - B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.
 - C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. **TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.
6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**
- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
 - B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
 - C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
 - D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
 - E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.
7. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney 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 CONTRACTOR, its officers, officials, employees, agents or assigns. 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.
8. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
9. **SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
11. **TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in

Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.

12. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

13. WAIVER: No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

14. PERSONNEL:

A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

A. Records: Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.

B. Documentation of Cost - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

16. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property,

financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

17. NON-DISCLOSURE: For the purposes of this Contract, the parties agree to the following definitions.

Disclosure - The term "Disclosure" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

Recipient - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
 - Applications for services
 - Account numbers or balances
 - Payment histories
 - Identity of customers
 - Social Security numbers
 - Credit reports or histories
 - Any other financial information regarding Brown County or its customers
 - The terms of this Contract

- o HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

A. Acknowledgment of Confidential Relationship - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

B. Use and Disclosure of Sensitive and/or Confidential Information - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

C. Title remains with the COUNTY - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

D. Indemnification by the CONTRACTOR - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.

E. Duty of Inquire - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

County Department:	Corporation Counsel
Contact Name:	David Hemery
Mailing Address:	305 E Walnut Street
City, State Zip:	Green Bay, WI 54301
Email:	david.hemery@co.brown.wi.us
Phone:	(920) 448-4006

For CONTRACTOR inquire to:

Contractor:	
Contact Name:	
Mailing Address:	
City, State Zip:	
Email:	
Phone:	

F. **Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

18. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

19. DISCRIMINATION PROHIBITED:

- A. The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

20. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

21. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

22. OTHER PROVISIONS:

- A. **Publicity Releases** - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

23. NOTICES: 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 and addressed to the appropriate party as follows:

For COUNTY inquire to:

County Department:	Brown County Purchasing
Mailing Address:	305 E Walnut Street, 5 th Floor, PO Box 23600
City, State Zip:	Green Bay, WI 54305-3600
Email:	bcpurchasing@browncountywi.gov
Phone:	(920) 448-4040

For CONTRACTOR inquire to:

Contractor:	
Mailing Address:	
City, State, Zip:	
Email:	
Phone:	

All other correspondence shall be addressed as above but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- 24. **AMENDMENTS:** This Contract 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 Contract.
- 25. **SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract 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 Contract
- 26. **CONSTRUCTION:** All parties have contributed to the drafting of this Contract. 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.
- 27. **SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. **"PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

***Continue to Next Page (Signature Page)

Attachments:

SIGNATURE PAGE

BROWN COUNTY PURCHASING

Dale DeNamur, Senior Buyer

Signature: _____

Date: _____

BROWN COUNTY PORT & RESOURCE RECOVERY

Dean Haen, Director

Signature: _____

Date: _____

BROWN COUNTY EXECUTIVE

Troy Streckenbach, County Executive

Signature: _____

Date: _____

CONTRACTOR

(To be signed by the person authorized to legally bind your firm to this contract)

Vendor Name: _____

Address: _____

City / State: _____

Zip Code: _____

Phone: _____

Website: _____

Email: _____

Printed Name: _____

Signature: _____
(Required)

Title: _____

Date: _____

Distribution:
Original – Purchasing
Copy – Contractor(s)
Copy – Responsible Department(s)



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: 2461
Project Name: ELF & SLF Well Abandonment/Replacement
Type of Project (RFB, RFP, RFO): RFB
Purchasing Representative: Date DeNamur
Due Date: November 4, 2021
Opening Date: November 4, 2021
Location: Brown County Clerk's Office
Location: Bid Opening via WebEx

CONTRACTOR	CITY, STATE	TOTAL BID SCHEDULE A	TOTAL BID SCHEDULE B	BIDDERS PROOF OF RESPONSIBILITY SUBMITTED BY 11:00AM ON OCTOBER 30, 2021	BIDDERS CERTIFICATE	BID BOND	Addenda Acknowledged?		Intent To Award
							ADD 1 - Bid opening info		
1 Horizon Construction and Exploration	Fredonia, WI	\$ 36,968.00	\$ 23,554.00	Yes	Yes	Yes	Yes		
2 Subsurface Exploration Services	Little Suamico, WI	\$ 25,905.00	\$ 9,952.00	Yes	Yes	No - Not required - Bid under \$50K	No - see below note		
Note: Not acknowledging addendum is considered immaterial since addendum had no affect on pricing									

Table 1
Brown County Port and Resource Recovery Department
2021 Monitoring Well Abandonment Information
Brown County South Landfill - WDNR License #3565

Well ID	WDNR Point ID	WUWN	Well Depth (feet) ¹	Well Construction Log	Abandonment Material	
					Grout ³	Chips ⁴
MW-9	270	IM370	26.5	X		X
MW-9A	272	IM371	53	X	X	
MW-24	156	IM397	17	X		X
MW-25	158	IM398	17	X		X
MW-25A	160	IM399	42	X	X	
MW-25B	162	IM440	63.9	X	X	
MW-26	164	IM400	17	X		X
MW-28	169	IM403	17	X		X
MW-78	230	IM458	16.9	X		X
MW-79	233	IM459	17.2	X		X
MW-83	240	IM460	17.4	X		X
MW-84	244	IM461	16.7	X		X
MW-99	255	IM465	17.3	X		X

Notes:

¹ Well depth measurements are from top of PVC riser per WDNR GEMS database. Total depths must be measured in the field prior to abandonment and recorded. Abandonment footage paid based on total depth measured from grade. Well construction logs are provided.

² Assume that each well borehole was originally 4-inch diameter.

³ Bentonite-cement grout after PVC riser and well screen removed.

⁴ 3/8-inch Bentonite Chips after PVC removed

Prepared by: RJM
Checked by: GGR

Table 2
Brown County Port and Resource Recovery Department
2021 Monitoring Well and Gas Probe Construction Information
Brown County South Landfill - WDNR License #3565

Well ID	WDNR Point ID	WUWN	Est Proposed Well Depth (feet) ¹	Screen Length (feet)
MW-49R	TBD	TBD	28	15
MW-73A	224	TBD	38	5
MW-75A	TBD	TBD	33	5
MW-100	365	TBD	45	15
GP-1	701	NA	15	10
GP-2	702	NA	15	10

Notes:

Gas probes (GP) to be constructed similar to a water table observation well. See attached figure. Depths will vary. Estimated 15' for bidding purposes.

¹ Feet below grade

NA = Not applicable

TBD = To be determined at well installation

Prepared by: RJM7

Checked by: GGR

Table 3
Brown County Port and Resource Recovery Department
2021 Monitoring Well Abandonment Information
Brown County East Landfill - WDNR License #2569

Well ID	WDNR Point ID	WUWN	Well Depth (feet) ^{1,2}	Boring Log	Abandonment Material
					Grout ³
MW-1A	083	BW161	92	X	X
MW-20	073	BW151	58.2	X	X
MW-27	102	BW180	58.9	X	X
MW-31	111	BW189	66.3	X	X

Notes:

¹ Well depth measurements are from top of PVC riser per WDNR GEMS database. Total depths must be measured in the field prior to abandonment and recorded. Abandonment footage paid based on total depth measured from grade. No well construction logs are

² Assume that each well borehole was originally 4-inch diameter.

³ Bentonite-cement grout after PVC riser and well screen removed. Required per NR 141.25 when well construction logs are not available and well is near waste limits and due to well depth estimates

Prepared by: RJM

Checked by: GGR

Table 4
Brown County Port and Resource Recovery Department
2021 Monitoring Well Construction Information
Brown County East Landfill - WDNR License #2569

Well ID	WDNR Point ID	WUWN	Est Proposed Well Depth (feet) ¹
MW-20R	TBD	TBD	58

Notes:

¹ Feet below grade (15' screen)

NA = Not applicable

TBD = To be determined at well installation

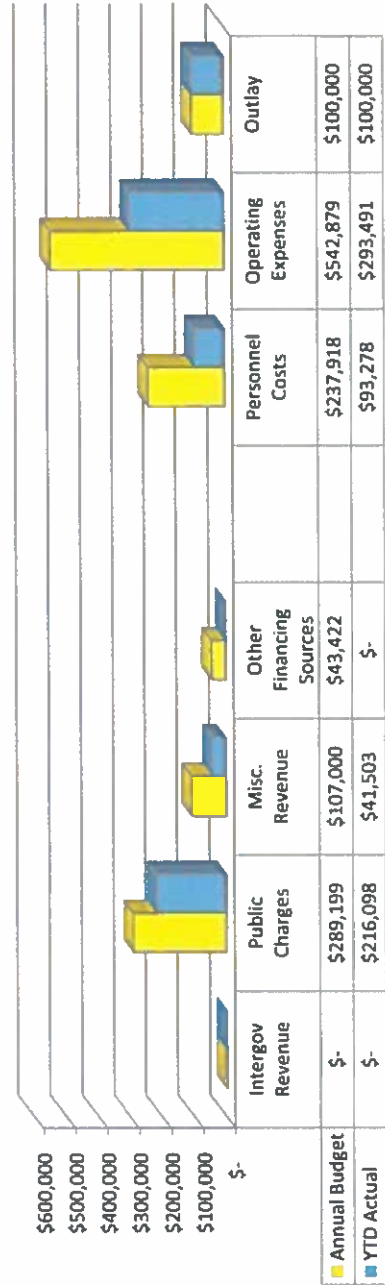
Prepared by: RJM7

Checked by: GGR

**Brown County Port & Resource Recovery Department
Port Area Budget Status Report
September 30, 2021**

Revenue	Annual Budget		YTD Actual	YTD %	YTD Total	Comments
	Budget	Actual				
Intergov Revenue	\$ -	\$ -				Misc. Revenue is interest earned and includes the market valuation on a specific day. Variation is the change in market value not actual cash value. Other Financing Sources is the transfer in from Harbor 217 (Corps Public Charges) to Port General that will occur as an actual amount upon closure of the fiscal year by Administration. The adopted Personnel Budget is higher than originally anticipated. During the third quarter the Finance Department made an adjustment which caused the ytd expense to decrease, and will continue to run well below budget. Operating Expenses continue to run slightly under budget for the year. The outlay expense is the earned money for purchase of the Pulliam Plant Property.
Public Charges	\$ 289,199	\$ 216,098		75%		
Misc. Revenue	\$ 107,000	\$ 41,503		39%		
Other Financing Sources	\$ 43,422	\$ -		0%		
			Total	\$ 257,600.76		
Expenses	Personnel Costs	\$ 237,918	\$ 93,278	39%		
	Operating Expenses	\$ 542,879	\$ 293,491	54%		
	Outlay	\$ 100,000	\$ 100,000	100%		
	Total		\$ 486,769.25			

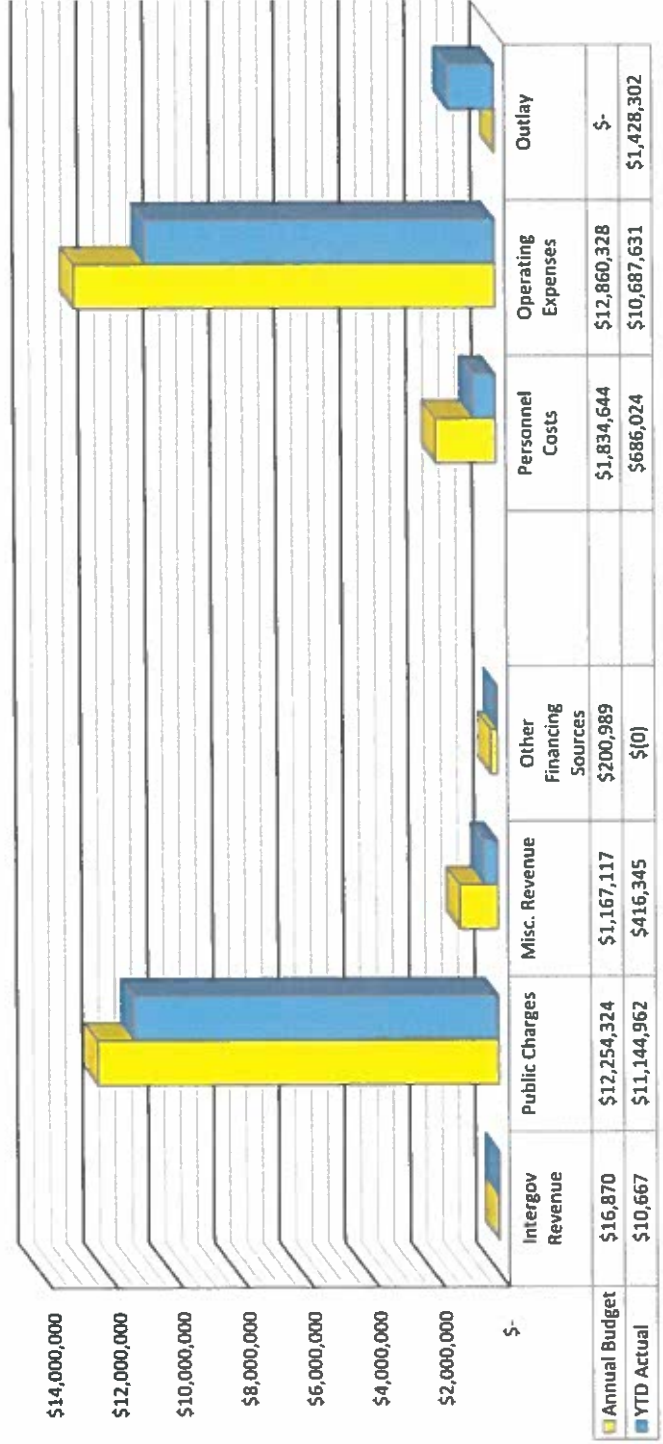
Port - September 30, 2021



Brown County Port & Resource Recovery Department Resource Recovery Area Budget Status Report September 30, 2021

Revenue	Annual Budget		YTD Actual	YTD %	YTD Total	Comments
Intergov. Revenue	\$ 16,870	\$ 10,667		63%		Public Charges are higher due to increased tonnage throughout 2021 and an increase in volume in HMR. Misc. Revenue includes BOW proceeds not yet received for 2020 and interest earned and includes the market value variability on a specific day. Variations is the change in market value not actual cash value. Other Financing Sources is the intrafund transfer out. Personnel costs continue to trend lower than budget due to unfilled staff positions. Operating Expenses are trending higher due to an increase in tonnage which drives the landfill & transportation costs up. The Outlay is the cost of vehicles and equipment purchased for the SLF.
Public Charges	\$ 12,254,324	\$ 11,144,962		91%		
Misc. Revenue	\$ 1,167,117	\$ 416,345		36%		
Other Financing Sources	\$ 200,989	\$ (0)		0%		
			\$ 11,571,975			
Personnel Costs	\$ 1,834,644	\$ 686,024		37%		
Operating Expenses	\$ 12,860,328	\$ 10,687,631		83%		
Outlay	\$ -	\$ 1,428,302			\$ 12,801,956	

Resource Recovery - September 30, 2021



Port & Resource Recovery Department

Director's Report

November 2021

South Landfill – Operational date is planned for January 3, 2022. The landfill will accept Brown and Winnebago waste until we have established a waste layer sufficient to open to the public.

Construction - Construction completion date was November 19, 2021. Due to material availability and delivery, some of the construction will not be completed in November and complete dates have moved into December for some items. Relyco is building the landfill cell, roads, leachate tank etc. The landfill cell will be completed in November, buildings, wells and electrical commissioning of pumps and other components will be in late November or early December. DNR approval to operate January 3, 2022 is based on DNR approval of the construction documentation, financial assurance established, and a license. Phase 1 of the construction documentation was submitted November 1. Phase 2 documentation will be submitted December 1. Financial Assurance for long-term care and closure have been established with \$6.5M in a restricted account. The landfill license application has been submitted.

Operation- Brown County has acquired and received a used Tana compactor, sweeper, skid-steer, and a water truck. Two (2) new D6 dozers and a new front-end loader are ordered and to be delivered in December. A used front-end loader will be acquired from Outagamie County. A used sweeper for the Transfer Station is also being pursued. Snow removal equipment, hook truck, and dumpster are not available until after January. These functions will be contracted services in 2022 until equipment is available and acquired.

Table of Organization- Five of nine Heavy Equipment Operators (9 FTE) start December 6. Three of seven Associate position are filled. Working to fill the additional positions. The Heavy Equipment Mechanic position is posted and will be hired in December.

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 Engineer for future use of Bay Port.

Beneficial Reuse of Dredged Material – Draft legislation to facilitate beneficial reuse of dredged material has been shared with local legislators with several legislators willing to introduce the legislation. DNR has concerns regarding the draft legislation. Brown County is pushing for the legislation to be introduced. The budget for this project is exhausted and the project's future will be determined based upon available staff time, legislative interest, and agency support of the project.

Property Acquisition – Staff has submitted a WDOT Harbor Assistance Program grant request and a WDOA Neighborhood Investment grant request. MARAD project designation is being worked on. Closing date on Pulliam Plant purchase will be January 3, 2022. In the meantime, Brown County staff is understanding for all necessary permits (stormwater, dredging, bulkhead, etc.) and has held preliminary meetings with the U.S. Army Corps of Engineers and WDNR. Staff is preparing an RFP to hire an engineering consulting firm to design the redevelopment of the site in order to get the project "shovel

ready” and increase the likelihood of grant funding. Staff will also begin working on a purchase agreement with regards to the GLC Minerals MOU. City of Green Bay and Brown County staff are continuing to meet to discuss state and federal funding opportunities, including direct appropriations, stimulus funds, and grants.

Open Position Form
Port and Resource Recovery Department

Position	Vacancy Date	Reason for Leaving	Fill or Hold	Unfilled Reason
Heavy Equipment Operators (2.0 FTE)	January 1	New	Fill	Posted
Heavy Equipment Mechanic (1.0 FTE)	January 1	New	Fill	Posted
Resource Recovery Associates (3.0 FTE)	January 1	New and vacant positions	Fill	Posted

Brown County - Planning
Budget Status Report
September 30, 2021

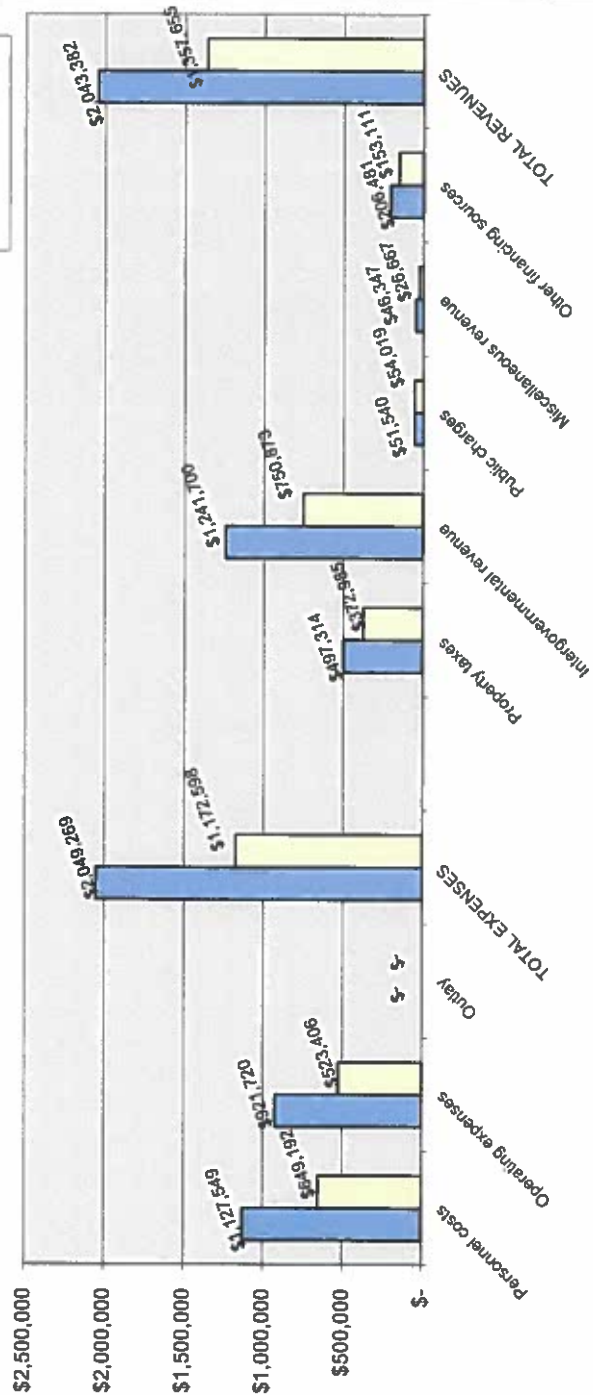
	2021 YTD		2020 YTD	
	Budget	Transactions	Budget	Transactions
Personnel costs	\$ 1,127,549	\$ 649,192	\$ 1,179,207	\$ 650,774
Operating expenses	\$ 921,720	\$ 523,406	\$ 837,590	\$ 616,106
Outlay	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 2,049,269	\$ 1,172,598	\$ 2,016,797	\$ 1,266,880
Property taxes	\$ 497,314	\$ 372,985	\$ 451,530	\$ 338,648
Intergovernmental revenue	\$ 1,241,700	\$ 750,873	\$ 1,187,708	\$ 772,729
Public charges	\$ 51,540	\$ 54,019	\$ 62,200	\$ 41,749
Miscellaneous revenue	\$ 46,347	\$ 26,667	\$ 26,667	\$ 26,667
Other financing sources	\$ 206,481	\$ 153,111	\$ 281,311	\$ 159,722
TOTAL REVENUES	\$ 2,043,382	\$ 1,357,655	\$ 2,009,416	\$ 1,339,514

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - September 30, 2021 - Unaudited



Brown County - Property Listing
Budget Status Report
September 30, 2021

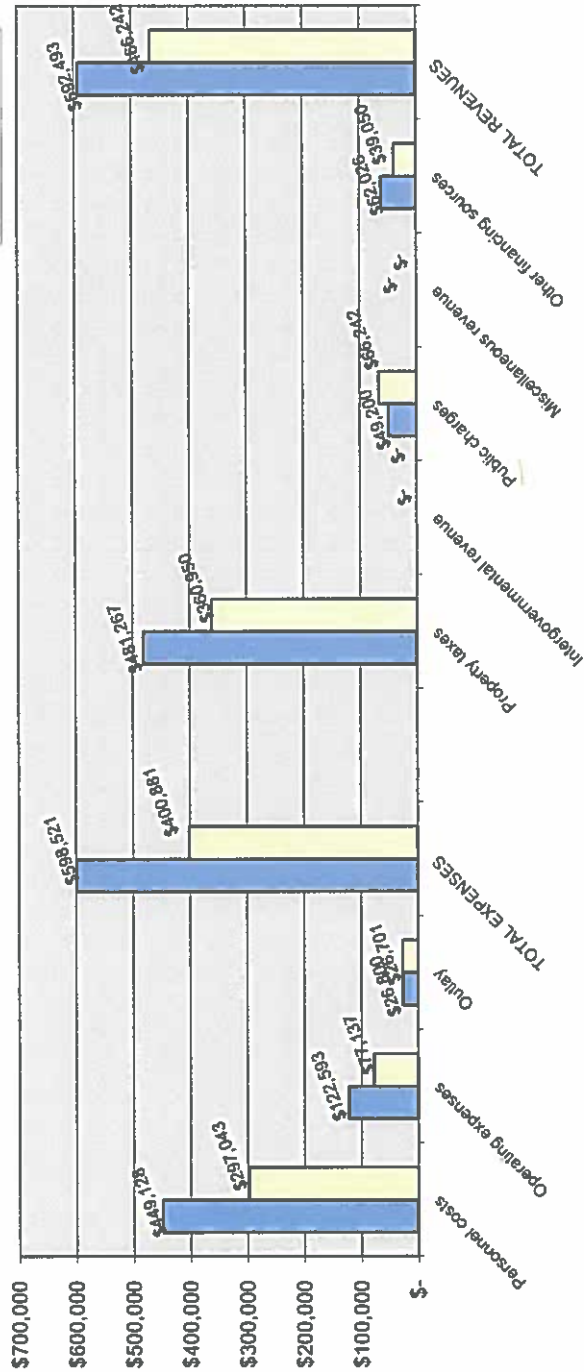
	2021 Amended Budget	2021 YTD Transactions	2020 Amended Budget	2020 YTD Transactions
Personnel costs	\$ 449,128	\$ 297,043	\$ 440,283	\$ 284,242
Operating expenses	\$ 122,593	\$ 77,137	\$ 129,786	\$ 104,850
Outlay	\$ 26,800	\$ 26,701	\$ -	\$ -
TOTAL EXPENSES	\$ 598,521	\$ 400,881	\$ 570,069	\$ 389,092
Property taxes	\$ 481,267	\$ 360,950	\$ 484,465	\$ 363,349
Intergovernmental revenue	\$ -	\$ -	\$ -	\$ -
Public charges	\$ 49,200	\$ 66,242	\$ 54,100	\$ 43,726
Miscellaneous revenue	\$ -	\$ -	\$ -	\$ -
Other financing sources	\$ 62,026	\$ 39,050	\$ 25,000	\$ 7,863
TOTAL REVENUES	\$ 592,493	\$ 466,242	\$ 583,565	\$ 414,938

HIGHLIGHTS:

Expenditures: All expenditures are within anticipated levels.

Revenues: All revenues are progressing as anticipated.

Property Listing - September 30, 2021 - Unaudited



Brown County - Zoning
Budget Status Report
September 30, 2021

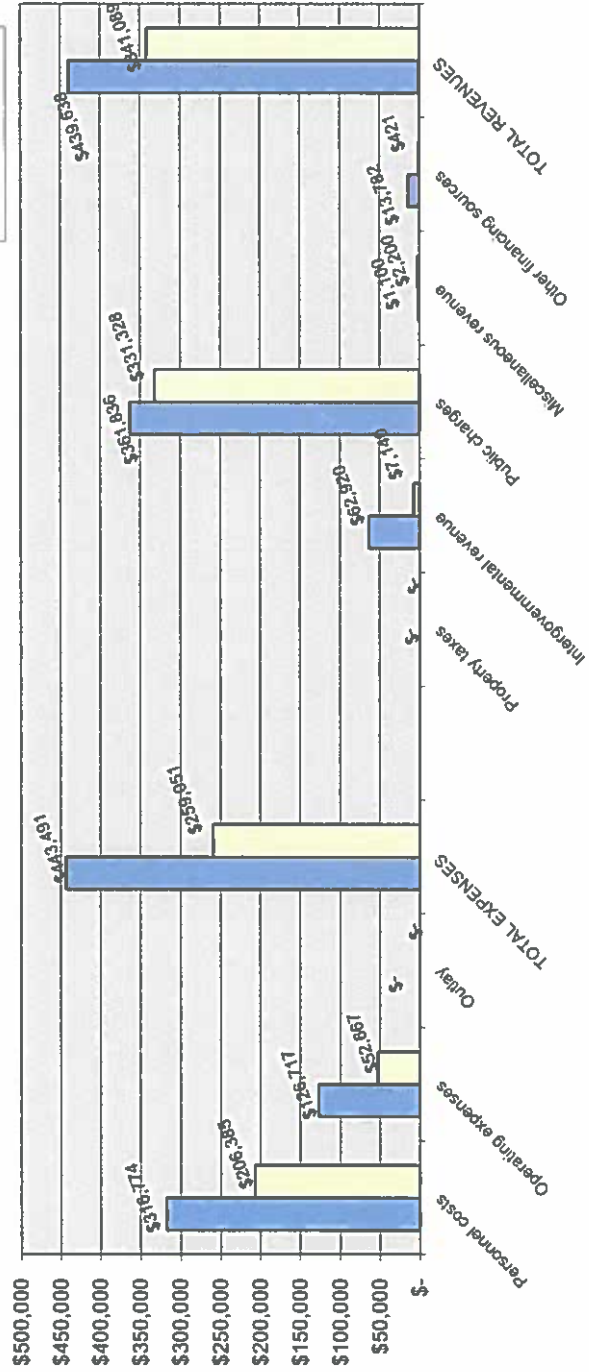
	2021 Amended		2021 YTD		2020 Amended		2020 YTD	
	Budget	Transactions	Budget	Transactions	Budget	Transactions	Budget	Transactions
Personnel costs	\$ 316,774	\$ 206,385	\$ 312,696	\$ 218,317	\$ -	\$ -	\$ -	\$ -
Operating expenses	\$ 126,717	\$ 52,667	\$ 124,529	\$ 52,952	\$ -	\$ -	\$ -	\$ -
Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 443,491	\$ 259,051	\$ 437,225	\$ 271,269	\$ -	\$ -	\$ -	\$ -
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	\$ 62,920	\$ 7,140	\$ 62,744	\$ 10,608	\$ -	\$ -	\$ -	\$ -
Public charges	\$ 361,836	\$ 331,328	\$ 357,835	\$ 383,361	\$ -	\$ -	\$ -	\$ -
Miscellaneous revenue	\$ 1,100	\$ 2,200	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$ -
Other financing sources	\$ 13,782	\$ 421	\$ 12,531	\$ 47	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 439,638	\$ 341,089	\$ 433,110	\$ 385,116	\$ -	\$ -	\$ -	\$ -

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

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

Zoning - September 30, 2021 - Unaudited



Brown County - Planning
Budget Status Report
October 31, 2021

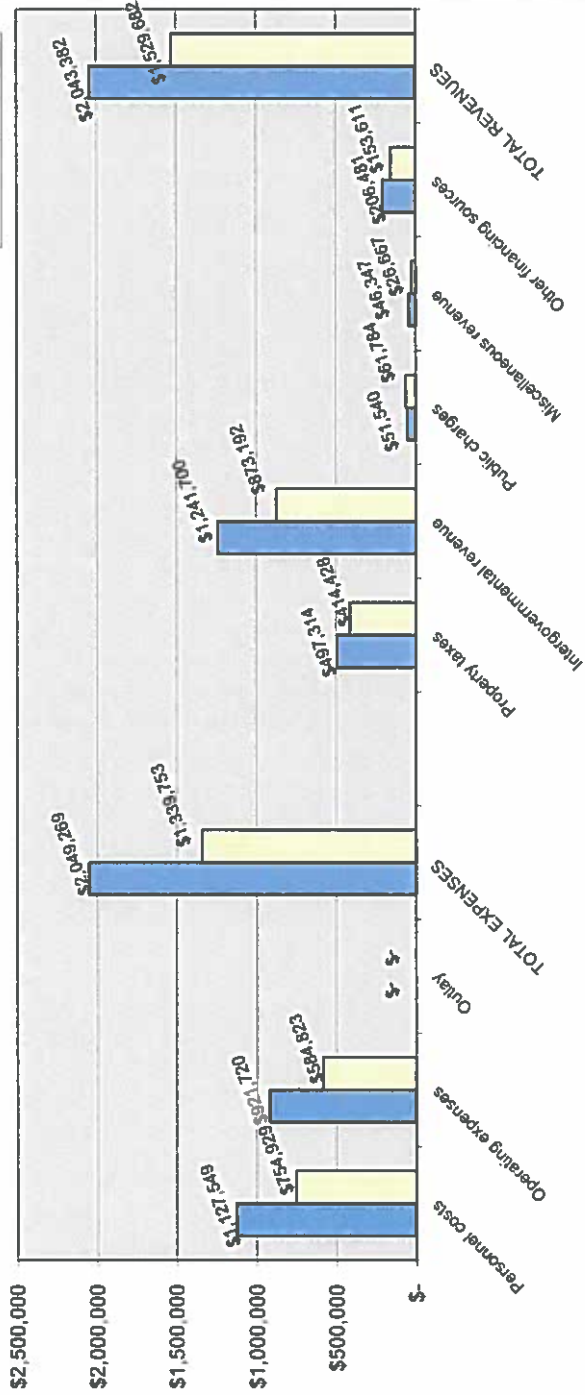
	2021 Amended		2020 Amended		2020 YTD	
	Budget	Transactions	Budget	Transactions	Budget	Transactions
Personnel costs	\$ 1,127,549	\$ 754,929	\$ 1,179,207	\$ 750,778	\$ 1,179,207	\$ 750,778
Operating expenses	\$ 921,720	\$ 584,823	\$ 837,590	\$ 692,611	\$ 837,590	\$ 692,611
Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 2,049,269	\$ 1,339,753	\$ 2,016,797	\$ 1,443,389	\$ 2,016,797	\$ 1,443,389
Property taxes	\$ 497,314	\$ 414,428	\$ 451,530	\$ 376,275	\$ 451,530	\$ 376,275
Intergovernmental revenue	\$ 1,241,700	\$ 873,192	\$ 1,187,708	\$ 889,533	\$ 1,187,708	\$ 889,533
Public charges	\$ 51,540	\$ 61,784	\$ 62,200	\$ 49,393	\$ 62,200	\$ 49,393
Miscellaneous revenue	\$ 46,347	\$ 26,667	\$ 26,667	\$ 26,667	\$ 26,667	\$ 26,667
Other financing sources	\$ 206,481	\$ 153,611	\$ 281,311	\$ 170,883	\$ 281,311	\$ 170,883
TOTAL REVENUES	\$ 2,043,382	\$ 1,529,682	\$ 2,009,416	\$ 1,512,751	\$ 2,009,416	\$ 1,512,751

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

Revenues: All categories are at or near expectations.

Planning - October 31, 2021 - Unaudited



**Brown County - Property Listing
Budget Status Report
October 31, 2021**

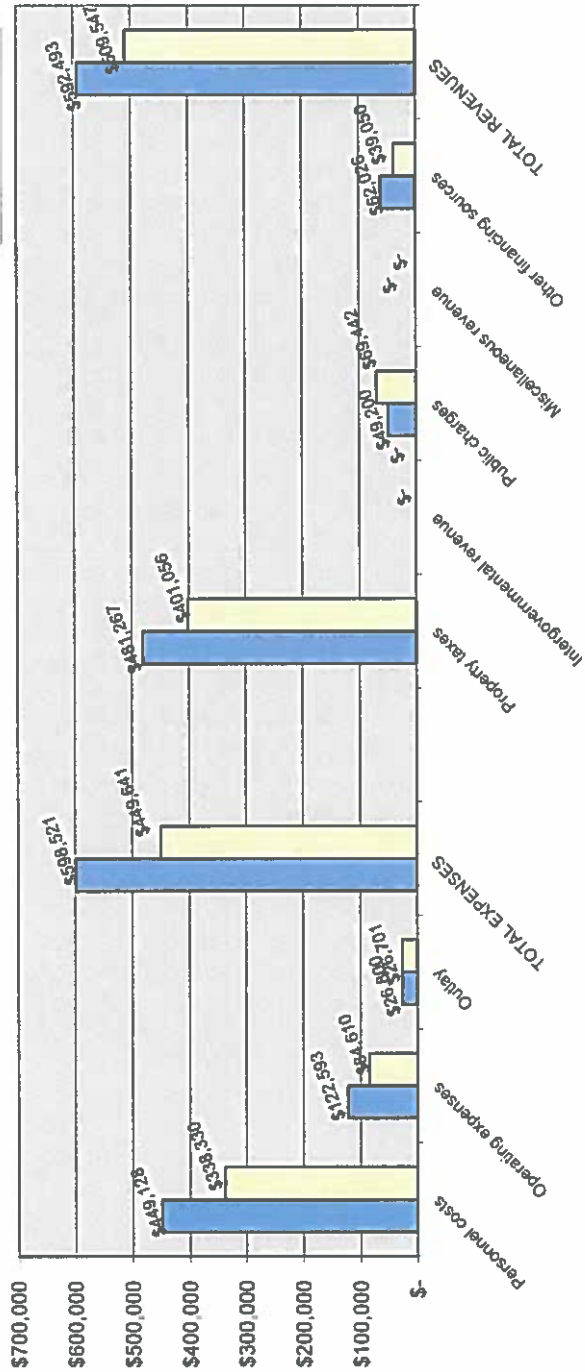
	2021 Amended		2021 YTD		2020 Amended		2020 YTD	
	Budget	Transactions	Budget	Transactions	Budget	Transactions	Budget	Transactions
Personnel costs	\$ 449,128	\$ 338,330	\$ 449,128	\$ 338,330	\$ 440,283	\$ 332,429	\$ 440,283	\$ 332,429
Operating expenses	\$ 122,593	\$ 84,610	\$ 122,593	\$ 84,610	\$ 129,786	\$ 111,417	\$ 129,786	\$ 111,417
Outlay	\$ 26,800	\$ 26,701	\$ 26,800	\$ 26,701	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 598,521	\$ 449,641	\$ 598,521	\$ 449,641	\$ 570,069	\$ 443,846	\$ 570,069	\$ 443,846
Property taxes	\$ 481,267	\$ 401,056	\$ 481,267	\$ 401,056	\$ 484,465	\$ 403,721	\$ 484,465	\$ 403,721
Intergovernmental revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public charges	\$ 49,200	\$ 69,442	\$ 49,200	\$ 69,442	\$ 54,100	\$ 52,006	\$ 54,100	\$ 52,006
Miscellaneous revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other financing sources	\$ 62,026	\$ 39,050	\$ 62,026	\$ 39,050	\$ 25,000	\$ 8,545	\$ 25,000	\$ 8,545
TOTAL REVENUES	\$ 592,493	\$ 509,547	\$ 592,493	\$ 509,547	\$ 563,565	\$ 464,272	\$ 563,565	\$ 464,272

HIGHLIGHTS:

Expenditures: All expenditures are within anticipated levels.

Revenues: All revenues are progressing as anticipated.

Property Listing - October 31, 2021 - Unaudited



Brown County - Zoning
Budget Status Report
October 31, 2021

	2021 Amended		2021 YTD		2020 Amended		2020 YTD	
	Budget	Transactions	Budget	Transactions	Budget	Transactions	Budget	Transactions
Personnel costs	\$ 316,774	\$ 235,335	\$ -	\$ -	\$ 312,696	\$ 254,684	\$ -	\$ -
Operating expenses	\$ 126,717	\$ 57,859	\$ -	\$ -	\$ 124,529	\$ 70,984	\$ -	\$ -
Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 443,491	\$ 293,193	\$ -	\$ -	\$ 437,225	\$ 325,668	\$ -	\$ -
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	\$ 62,920	\$ 7,140	\$ 62,744	\$ 23,270	\$ 62,744	\$ 23,270	\$ -	\$ -
Public charges	\$ 361,836	\$ 344,052	\$ -	\$ -	\$ 357,835	\$ 407,136	\$ -	\$ -
Miscellaneous revenue	\$ 1,100	\$ 2,200	\$ -	\$ -	\$ -	\$ 1,100	\$ -	\$ -
Other financing sources	\$ 13,782	\$ 421	\$ 12,531	\$ 47	\$ 12,531	\$ 47	\$ -	\$ -
TOTAL REVENUES	\$ 439,638	\$ 353,812	\$ 433,110	\$ 431,553	\$ 433,110	\$ 431,553	\$ -	\$ -

HIGHLIGHTS:

Expenditures: All categories are progressing as anticipated.

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

Zoning - October 31, 2021 - Unaudited

