

# BOARD OF SUPERVISORS

## Brown County



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### PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair  
Mike Fleck, Vice Chair  
Norbert Dantinne, Dan Haefs, Dave Kaster

#### **PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

**Monday, October 24, 2011**

**Approx 6:30pm (Following Land Conservation Mtg)**

**Room 161, Ag & Extension Center  
1150 Bellevue Street**

**\*\* PLEASE BRING BUDGET BOOK \*\*  
(Combined budget & regular meeting)**

- I. Call meeting to order.
  - II. Approve/modify agenda.
  - III. Approve/modify minutes of regular meeting of September 26, 2011.
1. Review minutes of:
    - a) Planning Commission Board of Directors (September 7, 2011).
    - b) Revolving Loan Fund Committee (February 24, 2011).
    - c) Solid Waste Board (September 19, 2011).

#### **BUDGET REVIEW**

##### **REVIEW OF 2012 DEPARTMENT BUDGETS:**

2. **Airport** - Review of 2012 department budget.
3. **Register of Deeds** - Review of 2012 department budget.
4. **Highway** - Review of 2012 department budget.
  - a. **Highway Department/Facility Management Merger**
    - i. Resolution re: Approving New or Deleted Positions during the 2012 Budget Process.
5. **Planning & Land Services** (Land Information, Planning Commission, Property Listing & Zoning)  
- Review of 2012 department budgets.
  - a. Resolution re: Approving New or Deleted Positions during the 2012 Budget Process  
(Planning and Land Services).
6. **Port/Solid Waste** - Review of 2012 department budget.
7. **UW-Extension** - Review of 2012 department budget.
  - a. Resolution re: Approving New or Deleted Positions during the 2012 Budget Process  
(U.W. Extension).

## **NON-BUDGET ITEMS**

### **Planning and Land Services**

8. Budget Adjustment Request (11-139): Increase in expenses with offsetting increase in revenue.
9. Grant Application Review (11-13): Port Opportunity Study Update Grant.

### **Register of Deeds**

10. Budget Status Financial Report for September, 2011.

### **Airport**

11. Budget Status Financial Report for September, 2011.
12. Director's Report.

### **Port/Solid Waste**

13. Budget Adjustment Request (11-137): Increase in expenses with offsetting increase in revenue.
14. Municipal Contract.
15. Municipal Solid Waste Management Services Agreement – Request for Approval.
16. Municipal Rebate Option.
17. Director's Report - Update.

### **Highway**

18. Budget to Actual.
19. Discussion with possible action re: Chapter 4.
20. Superintendent Report.

**Land Information, Planning Commission, Property Listing, Zoning** – No additional items.

**UW-Extension** – No agenda items.

### **Other**

21. Audit of bills.
22. Discussion of meeting dates for December, 2011 (scheduled meeting date: Monday, December 26, 2011 – County Board Office closed).
23. Such other matters as authorized by law.

Bernie Erickson, Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

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

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

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, July 25, 2011 in Room 161, Ag & Extension Center – 1150 Bellevue Street, Green Bay, Wisconsin

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**Present:** Bernie Erickson, Chairman; Norb Dantine, Mike Fleck, Dan Haefs, Dave Kaster  
**Also Present:** Chuck Lamine, Peter Schlein, Bill Bosiacki, Tom Miller, Brian Lamers  
Chuck Larscheid, Dean Haen, Jeff DuMez, Supervisor Pat Moynihan  
County Executive Troy Streckenbach, Other Interested Parties

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**Tour Prior to Land Conservation Subcommittee – Wiese Brothers**

4:45 p.m. – Meet at Ag & Extension Service Center South Parking Lot

5:00 p.m. – Leave Ag & Extension Service Center

5:30 p.m. – Arrive at Wiese Brothers Dairy Main Entrance located on Hwy 57  
South of Greenleaf

5:30 – 6:15 p.m. - Tour Wiese Brothers Dairy Farm

6:15 p.m. – Leave Wiese Brothers – Head back to Ag & Extension Service Center

6:45 p.m. – Arrive Back at Ag & Extension Service Center

I. **Call Meeting to Order:**

The meeting was called to order by Chairman Bernie Erickson at 7:42 p.m.

II. **Approve/Modify Agenda:**

**Motion made by Supervisor Fleck, seconded by Supervisor Kaster to approve the agenda. MOTION APPROVED UNANIMOUSLY**

III. **Approve/Modify Minutes of August 22, 2011 and September 19, 2011:**

**Motion by Supervisor Dantine, seconded by Supervisor Fleck to approve the minutes. MOTION APPROVED UNANIMOUSLY**

1. **Review Minutes of:**

a. **Planning Commission Board of Directors (March 17, 2011 and August 3, 2011):**

**Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file. MOTION APPROVED UNANIMOUSLY**

b. **Transportation Coordinating Committee (June 13, 2011 & September 12, 2011):**

**Motion made by Supervisor Kaster, seconded by Supervisor Fleck to receive and place on file. MOTION APPROVED UNANIMOUSLY**

**Public Hearing**

**An Ordinance to repeal and recreate Chapter 21 of the Brown County Code entitled “Land Division and Subdivision Ordinance”**

The Notice of Public Hearing was read by Peter Schlein, Senior Planner. He indicated that no comments were received since the Hearing was published in the newspaper.  
No persons requested to speak. Public Hearing Closed

**An ordinance amending Chapter 23 of the Brown County Code entitled "Floodplains".**

The Public Hearing was called to order and the Notice read by Bill Bosiacki, Zoning Department Director. The proposed amendments to Chapter 23 are for incorporation of the following flood studies:

Baird Creek (Town of Humboldt)

South Branch of the Little Suamico River - Pittsfield

Mcshoe – Pittsfield

Segment of East River (Two Creeks Meadows) – Wrightstown

DeCleene - Wrightstown

**Open to the Public:**

**Bill Verbeten – Town of Wrightstown Chairman**

Asked why FEMA maps were adopted by the County which requires townships and municipalities to make corrections, stating the Town of Wrightstown is now responsible to complete studies when replacing culverts. Bosiacki replied that the maps were given to the County by Federal Emergency Management and he was not aware that the maps were not correct at that time. Changes were made, however, further refining of the maps would require resources from the County which are not available.

**Joe - Two Creeks Meadows**

Stated that he disagreed with the FEMA mapping, indicating that more detailed flood study elevations should have been done before they were adopted.

**Joe DeCleene**

Also expressed dispute with the FEMA Mapping

**Public Hearing Closed**

**Planning & Land Services**

**Land Information**

2. **Budget Adjustment Request (11-1226): Interdepartmental Reallocation or Adjustment (including reallocation from the County's General Fund):**

Jeff DuMez explained that this budget transfer relates to needed programming to update GIS data access systems for County staff. As the old program has become obsolete with the latest version of Microsoft Windows, this program provides simplified access which is constantly used by Property Listing and other staff to update parcel and GIS mapping.

**Motion made by Supervisor Haefs, seconded by Supervisor Kaster to approve. MOTION APPROVED UNANIMOUSLY**

**Planning Commission**

3. **Ordinance to Repeal and Recreate Chapter 21 of the Brown County Code entitled "Land Division and Subdivision Ordinance":**

Chuck Lamine and Peter Schleinz summarized changes made to Chapter 21 of the Brown County Code – Land Division and Subdivision Ordinance stating that most changes were in the spirit of modernizing requirements, improving ease of understanding, and to create efficiencies. The summary identifies major text and requirement changes which are based on recommendations from the subcommittee who has reviewed this chapter over the past two years.

**Motion made by Supervisor Dantine, seconded by Supervisor Haefs to approve. MOTION APPROVED UNANIMOUSLY**

**Property Listing:** (no items):

**Zoning:**

4. **Ordinance Amending Chapter 23 of the Brown County Code entitled "Floodplains":**

Bill Bosiacki explained that the proposed revisions to Chapter 23 are intended to protect life, health and property in floodplain areas, govern uses permitted in mapped floodplains, and meet the requirements of the Federal Emergency Management Agency and Wisconsin Department of Natural Resources.

**Motion made by Supervisor Dantine, seconded by Supervisor Fleck to approve with a request that staff send contour maps to FEMA.**

**MOTION APPROVED UNANIMOUSLY**

**Communications:**

5. **Communication from Supervisor Wetzel re: To modify the route of County Highway "G" through the Village of Ashwaubenon. Referred from September County Board:**

Chairman Erickson indicated that Supervisor Wetzel has asked for additional time for village and county staff to discuss surface/maintenance issues with the intent to straighten the route of Hwy G to keep it along West Main Street all the way to Packerland Drive. Because of approaching winter weather, Wetzel indicated he will bring the communication back in the summer of 2012.

**Motion made by Supervisor Haefs, seconded by Supervisor Kaster to receive and place on file.**

**MOTION APPROVED UNANIMOUSLY**

6. **Communication from Supervisor Wetzel re: Support for Proposed Pedestrian Bridges in Brown County as part of Highway 41 Reconstruction Project. Referred from September County Board:**

Through a communication, Supervisor Wetzel asked that this item be held for further information related to grant/funding sources for the three locations which have been identified by the state to construct pedestrian bridges with the Highway 41 project in Brown County.

**Motion made by Supervisor Haefs, seconded by Supervisor Dantine to hold one month. MOTION APPROVED UNANIMOUSLY**

**Airport:**

7. **Budget Status Financial Report August 2011:**

Airport Director, Tom Miller, reported that through the month of August, airport expenses are under the adopted budget. Capital contributions continue to lag on the revenue side due to the late award of the contract for construction of the new ARFF facility. This project is expected to start in October with work proceeding throughout the winter.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.**

**MOTION APPROVED UNANIMOUSLY**

8. **Director's Report:**

Miller reported that Frontier Airlines will be closing operations in Wisconsin, with the exception of Milwaukee, effective 11-1-2011. Other carriers with service to Green Bay have been notified and asked to increase their capacity.

In Addition:

- A grant has been received from the State of Wisconsin to pave several parking areas on airport grounds. The state will provide approximately \$250,000, with the County contributing \$123,000 which was included in the budget.
- Soil under the removed Utility #2 building was found to have compact ability problems, therefore, further excavation is required. The cost of this (approximately \$80,000) was approved by the County Executive and Chairman of the County Board.

**Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

**Highway:**

**9. September 2011 Budget to Actual:**

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

**10. Budget Adjustment Request (11-111): Interdepartmental Reallocation or Adjustment (including reallocation from the County's General Fund);**

Highway Commissioner, Brian Lamers, explained that this budget adjustment request is to close out the 2006 Highway projects and to transfer the excess to the Debt Service Fund to offset property tax needed for scheduled interest payments.

**Motion made by Supervisor Haefs, seconded by Supervisor Fleck to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

**11. Budget Adjustment Request (11-126): Interdepartmental Reallocation or Adjustment (including reallocation from the County's General Fund);**

This request will move \$50,000 from the reserved fund to the CTH NN road project (culvert replacements).

**Motion made by Supervisor Dantine, seconded by Supervisor Haefs to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

**12. Ordinance re: Dealing with Revision of Speed Zone on County Highway D - Village of Wrightstown, Brown County, Wisconsin:**

A request by the Village of Wrightstown to reduce the speed from 45 mph to 35 mph from the intersection of STF 96 south to the Village limits was recommended for approval.

**Motion made by Supervisor Kaster, seconded by Supervisor Fleck to approve. MOTION APPROVED UNANIMOUSLY**

**13. Discussion re: Bridge and Culvert Funds, State Stats (Referred from August PD&T):**

Highway Commissioner, Brian Lamers, referred to letters regarding Bridge Aid Funds for 2012 which were sent to local municipalities. Corporation Counsel, John Luetscher, was asked for an opinion as to whether the County could ask towns and villages that have petitioned the county for bridge aid for 2011 to withdraw their petitions and draw down their balances to pay for bridge or culvert work in 2011. He replied that he believes the County can make this request and should go further and request municipalities to draw down their balances to zero before presenting petitions in the

future. He also suggested that the County work with the participating towns and villages to correct the way taxes are collected under this law.

Lamers indicated that at this time all but two municipalities are being funded. The current account balance is \$4,452,015. Supervisor Kaster expressed concern that if "every municipality in Brown County turned in a bridge project" at the same time and the money had been drawn down, what would occur. Supervisor Haefs, on the other hand, opined that the account should be for routine maintenance and that it was difficult to plan for "disasters".

Chairman Erickson asked that an inventory of possible bridge and culvert projects be identified in order to make a plan for the future, while County Executive Streckenbach suggested that when petitions come in, municipalities be asked for history and future direction.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

14. **Director's Report:**

Commissioner Lamers gave the following highlights:

- 12 hour report was distributed
- County X, from Hwy 57 to PP, has one side completed
- Paving projects are nearing completion
- Winter equipment is being readied

Chairman Erickson asked if there was any update on Supervisor Nicholson's request regarding the current process for paving. Lamers indicated that future projects will be reviewed for temperature and weight of heavy truck routes.

**Motion made by Supervisor Haefs, seconded by Supervisor Fleck to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

**Port & Solid Waste:**

15. **Port Budget Status Financial Report for August 2011:**

Chuck Larscheid distributed an updated financial report through August 2011 (attached), explaining that expenses for the Cat Island restoration project will not occur in 2011. Public charges include unbudgeted US Oil dredging revenues from 2011 with transfer to be done at year end for Renard Isle and the US Army Corps Section reimbursement.

**Motion made by Supervisor Dantine, seconded by Supervisor Fleck to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

16. **Solid Waste Budget Status Financial Report for August 2011:**

Solid Waste highlights through August 2011 were distributed and are attached. Larscheid reported that expenses include a \$630,639 overrun in recycling rebate. This will be offset by increased recycling revenues in sales and services once the 2<sup>nd</sup> and 3<sup>rd</sup> quarterly payments from the single stream facility are received.

**Motion made by Supervisor Haefs, seconded by Supervisor Fleck to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

17. **Monthly Update re: Gasification:**

To be covered in Closed Session to follow.

18. **Director's Report:**

Dean Haen updated the committee with the following highlights:

- Schenck & Associates is being utilized to review financials of the CAT Island Chain Project and whether the County should proceed independently of the Corp or continue to move on as a partner. When the financial analysis is complete it will move through the Solid Waste Board, and meetings will be held with the County Executive, the Finance Department, and with this committee.
- Household Hazardous Waste Program related to electronics is beginning to slow down.

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file.  
MOTION APPROVED UNANIMOUSLY**

19. **Closed Session: Wis. Stat. 19.85 (1) (e) "Deliberating or negotiating the purchase of public properties, the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session" (pertaining to the Brown County /Oneida Energy , Inc., Waste Transfer and Hauling Project Negotiation and Agreement):**

**Motion made by Supervisor Haefs, seconded by Supervisor Kaster to enter into closed session.  
Roll Call: All Present.  
MOTION APPROVED UNANIMOUSLY**

*Recording Secretary excused 9:10 p.m.*

**Motion made by Supervisor Kaster, seconded by Supervisor Dantine to return to regular order of business. Roll Call: All Present.  
MOTION APPROVED UNANIMOUSLY**

20. **Register of Deeds – No agenda items  
UW-Extension – No Agenda Items**

**Other:**

21. **Audit of Bills:**

**Motion made by Supervisor Dantine seconded by Supervisor Fleck to approve audit of bills.  
MOTION APPROVED UNANIMOUSLY**

22. **Such Other Matters as Authorized by Law:  
None**

**Motion made by Supervisor Dantine, seconded by Supervisor Fleck to adjourn at 10:00 p.m.  
MOTION APPROVED UNANIMOUSLY**

Respectfully submitted,

Rae G. Knippel  
Recording Secretary

**MINUTES**  
**BROWN COUNTY PLANNING COMMISSION**  
**BOARD OF DIRECTORS**  
**Wednesday, September 7, 2011**  
**Green Bay Metro Transportation Center**  
**901 University Avenue, Commission Room**  
**Green Bay, WI 54302**  
**6:30 p.m.**

**ROLL CALL:**

Paul Blindauer	<u>X</u>	Pat Kolarik	<u>X</u>
James Botz	<u>X</u>	Ron Kryger	<u>X</u>
William Clancy	<u>X</u>	Jack Lewis	<u>X</u>
Norbert Dantine, Jr.	<u>X</u>	Patrick Moynihan, Jr.	<u>Exc</u>
Ron DeGrand	<u>X</u>	Ken Pabich	<u>X</u>
Bernie Erickson	<u>X</u>	Gary Pahl	<u>X</u>
Mike Fleck	<u>X</u>	Mike Soletski	<u>Exc</u>
Steve Grenier	<u>X</u>	Alan Swatloski	<u>X</u>
Mark Handeland	<u>X</u>	Mark Tumpach	<u>Exc</u>
Phil Hilgenberg	<u>Exc</u>	Jerry Vandersteen	<u>X</u>
Dotty Juengst	<u>Abs</u>	Tim VandeWettering	<u>X</u>
Tom Katers	<u>X</u>	Dave Wiese*	<u>X</u>

**OTHERS PRESENT:** Lisa J. Conard, Wayne Federspiel, Chuck Lamine, \*Burt McIntyre for Dave Wiese, and Mark Rahmlow.

1. Approval of the minutes of the August 3, 2011, regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by R. DeGrand, seconded by G. Pahl, to approve the minutes of the August 3, 2011, regular meeting of the Brown County Planning Commission Board of Directors. Motion carried.

2. Receive and place on file the draft minutes from the August 29, 2011, meeting of the Transportation Subcommittee.

A motion was made by B. Erickson, seconded by M. Fleck, to receive and place on file the draft minutes from the August 29, 2011, meeting of the Transportation Subcommittee. Motion carried.

3. **Public Hearing:** Notice of public hearing on Major Amendment #3 to the 2011-2015 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area.

L. Conard called the public hearing to order. L. Conard noted that a major amendment is needed as Green Bay Metro is seeking federal funding under the State of Good Repair program. L. Conard summarized the projects as follows:

**Three 40' Replacement Buses**

The three buses that Metro proposes to replace have exceeded their federally-designated useful life spans and need to be retired from fixed route service. The 40' vehicles will be capable of handling the heavy peak passenger volumes that are typically experienced on the routes the new

buses will serve. This includes service on the #4 Shawano (Blue) and #6 West Mason-NWTC (Red) lines. The funding breakdown includes a federal share of \$946,200 and a local share of \$193,800 for a total project cost \$1,140,000.

**Radio Replacement/Upgrades**

This project will allow Metro's radio system to comply with current Federal Communications Commission (FCC) standards. The proposed upgrade will also ensure that all of Metro's radios are operable after January 1, 2013. The funding breakdown includes a federal share of \$199,200 and a local share of \$49,800 for a total project cost \$249,000.

L. Conard asked three times if anyone wished to speak. Hearing none, the public hearing was closed. L. Conard informed the planning commission that the requirements for public participation have been fulfilled.

4. Discussion and action on Major Amendment #3 to the 2011-2015 TIP for the Green Bay Urbanized Area.

B. Erickson asked about the source of funding for the local share.

L. Conard stated the city of Green Bay initially provides the local share but over time each participating entity (cities of Green Bay and De Pere, villages of Allouez, Ashwaubenon, and Bellevue, and the Oneida Tribe of Indians) covers the cost via a depreciation formula.

A motion was made by G. Pahl, seconded by S. Grenier, to approve Major Amendment #3 to the 2011-2015 TIP for the Green Bay Urbanized Area. Motion carried.

5. Discussion and action on the 2012-2016 Transportation Improvement Program for the Green Bay Urbanized Area.

L. Conard noted that she provided an overview of the TIP process at the August meeting of the planning commission.

L. Conard stated that she did not receive any comments during the public comment period or public hearing.

L. Conard stated that the new TIP includes year 2016 projects and updates the program from 2012-2015.

L. Conard noted that the 2015-2016 allocation estimate of \$2,565,547 will need to be allocated to specific projects in 2011.

L. Conard stated that MPO staff has worked with the public works departments of the urban municipalities and met with the Transportation Subcommittee on August 29 to discuss funding scenarios and make a recommendation for the BCPC Board of Directors. The Transportation Subcommittee recommendation for distribution of STP-Urban funds for the 2015-2016 cycle is as follows:

1. **Gray Street – Dousman Street to Velp Avenue**

Project Cost: \$2,062,500

Eligible Funding: \$1,650,000 (80%)

Recommended Funding: **\$1,650,000** (80%)

2. **Greene Avenue – Libal Street to East River Drive**

Project Cost: \$381,850

Eligible Funding: \$305,480 (80%)

Recommended Funding: **\$305,480** (80%)

3. **Allard Street – Grant Street to Reid Street**

Project Cost: \$116,000

Eligible Funding: \$92,800 (80%)

Recommended Funding: **\$92,800** (80%)

4. **Mather Street – Vroman Street to Roy Avenue**

Project Cost: \$615,000

Eligible Funding: \$492,000 (80%)

Recommended Funding: **\$492,000** (80%)

A motion was made by M. Fleck, seconded by G. Pahl, to approve the 2012-2016 Transportation Improvement Program for the Green Bay Urbanized Area. Motion carried.

6. Director's report.

A motion was made by G. Pahl, seconded by K. Pabich, to receive and place on file the director's report. Motion carried.

7. Brown County Planning Commission staff updates on work activities during the month of August 2011.

G. Pahl asked for an explanation regarding the following item on Chuck Lamine's staff activity report:

"Met with Brown County staff regarding the permitting process for private onsite wastewater treatment systems on tribally-owned (non-fee) properties."

C. Lamine stated that the county has been invited to sit down with village of Hobart staff to hear their point-of-view regarding private onsite wastewater treatment systems (POWTS) on land owned by the Oneida Tribe of Indians. The Department of Commerce has granted the tribe regulatory authority over POWTS on land owned by the tribe. If a system is failing and the property is non-tax exempt, grants are available to cover half the cost of a new system. If a system is failing and the property is tax-exempt, the tribe takes care of the issue immediately.

A motion was made by B. Erickson, seconded by J. Lewis, to receive and place on file the Brown County Planning Commission staff updates on work activities during the month of August 2011. Motion carried.

***(A copy of the staff updates on work activities will be attached only to the minutes provided to the County Board office.)***

8. Other matters.

C. Lamine stated that the next meeting of the planning commission will be held at the Barkhausen Waterfowl Preserve. C. Lamine stated a viewing of the recently installed photovoltaic panels will be part of the agenda. The panels were possible with a U.S. Department of Energy grant. Aaron Schuette applied for and is now managing the grant.

- C. Lamine stated that sunset will occur at 6:26 p.m. on October 5 and asked the commission if they would like to move the meeting to 6:00 p.m. The consensus of the planning commission members was to tour the solar panels from 6:00 p.m. to 6:30 p.m. and to start the meeting at 6:30 p.m.

C. Lamine introduced Mr. Mark Rahmlow. Mr. Rahmlow is a member of Congressman Reid Ribble's staff.

9. Adjourn.

A motion was made by M. Fleck, seconded by K. Pabich, to adjourn. Motion carried.

The meeting adjourned at 6:47 p.m.

**STAFF REPORT  
TO THE  
BROWN COUNTY PLANNING COMMISSION  
September 7, 2011**

**August 2011 Staff Activity Reports**

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**The recent major planning activities of Chuck Lamine, Planning Director:**

- Facilitated and attended the August meeting of the Brown County Planning Commission Board of Directors.
- Prepared a staff report regarding a determination of the need for a major Sewer Service Area Plan amendment to remove approximately 20 acres from the sewer service area.
- Presented the updated Chapter 21 Land Division and Subdivision Ordinance of the Brown County Code to the BCPC Board of Directors.
- Prepared and submitted the 2012 Planning and Land Services Department budget.
- Met with Brown County staff and representatives of the US Department of Energy for grant review of the Brown County Energy Efficiency and Conservation Block Grant projects.
- Met with Brown County staff regarding the permitting process for private onsite wastewater treatment systems on tribally-owned (non-fee) properties.
- Answered questions regarding land division processes and environmentally sensitive area regulations.
- Worked with representatives of the Catholic Diocese of Green Bay regarding increased activity at the Our Lady of Good Hope Shrine in the Town of Green Bay as it relates to public safety and transportation system challenges.
- Met with the Hobart Community Development Director and County Planning staff to discuss a possible application for federal Transportation Investment Generating Economic Recovery (TIGER) funds. The funds would be used to convert STH 29 to a freeway west of CTH FF.
- Completed a review of Brown County Code Chapter 4 regarding personnel policies.
- Provided an update to the Facility Master Plan Subcommittee regarding efforts to sell the former Brown County Mental Health Center building.
- Participated in the first National Renewable Energy Lab – Community Energy Strategic Planning Academy workshop with the Senior Planner.
- Conducted a field survey of the Brown County Mental Health Center property for potential use of environmental mitigation program funds.
- Completed application materials for a Wisconsin Economic Development Block Grant for a business in the Village of Howard.
- Attended the Planning, Development and Transportation Committee meeting the evening of August 22 to provide an update regarding alternatives for sale of vacant lands at the Brown County Farm.

**The recent major planning activities of Cole Runge, Principal Transportation Planner:**

- Completed drafts of Brown County Environmental Impact Statement (EIS) Chapters 4, 5, and 6. Also began draft Chapter 7 of the EIS.
- Updated representatives of De Pere, Ledgeview, and Bellevue about the status of the EIS and discussed choosing a single street name for the southern bridge corridor when the location is identified.

- Completed a draft of Chapter 3 of the Allouez Safe Routes to School (SRTS) Plan. Also developed the agenda for the SRTS Task Force's fifth meeting and distributed the agenda and draft chapter to the Task Force.
- Met with the Hobart Community Development Director and County Planning Director to discuss a possible application for federal Transportation Investment Generating Economic Recovery (TIGER) funds. The funds would be used to convert STH 29 to a freeway west of CTH FF.
- Participated in a transportation issues roundtable meeting that was hosted by Congressman Reid Ribble.
- Participated in the annual state MPO/WisDOT planning conference in La Crosse.
- Prepared the agenda and other information for a BCPC Transportation Subcommittee meeting. Also staffed the meeting and presented the draft 2012 MPO Transportation Planning Work Program.
- Prepared information for an MPO audit by the Federal Highway Administration (FHWA). Also participated in the audit with FHWA staff.
- Signed four certified survey maps.
- Worked with a consultant and the Wisconsin DNR to address questions about water quality management for a planned residential development in the Village of Denmark.
- Answered questions from the public about lot splits and environmentally sensitive areas.
- Participated in a Green Bay Transit Commission meeting.

**The recent major planning activities of Aaron Schuette, Senior Planner:**

- Coordinated with U.S. Department of Energy – Oak Ridge National Lab staff regarding a project review and site visits of the Brown County Energy Efficiency and Conservation Block Grant (EECBG) projects.
- Attended an EECBG photovoltaic project meeting to review progress.
- Performed Davis-Bacon wage rate interviews and certified payroll form review for the EECBG projects.
- Prepared "Buy American" certifications for all EECBG prime contractors and submitted them to the U.S. Department of Energy.
- Made revisions to the 2<sup>nd</sup> Quarter 2011 PAGE reporting for the EECBG grant.
- Coordinated with Brown County Department of Administration and Facility Management regarding an EECBG reimbursement submittal.
- Participated in the first National Renewable Energy Lab – Community Energy Strategic Planning Academy workshop.
- Met with an interested party on site regarding the old Mental Health Center.
- Met with Brown County Emergency Management regarding administration of the FEMA All-Hazards Mitigation Plan grant and plan update.
- Compared the new state legislative districts with both Brown County supervisory district options.
- Prepared and submitted an EPA Brownfield Assessment grant reimbursement.
- Coordinated with WDNR and EPA regarding potential options for brownfield assessment at the old Mental Health Center.
- Coordinated with participating Brown County communities regarding any updates to their Wisconsin Working Lands Initiative Maps.
- Received approval from DATCP for a one-year extension for Brown County's Farmland Preservation Plan and grant.
- Prepared staff reports for the Village of Wrightstown Planning Commission regarding two certified survey maps, a final planned development district overlay, and an area development plan.

- Prepared a staff report to the Village of Wrightstown Board of Appeals regarding a side yard setback encroachment by a garage.
- Met with a construction team regarding a planned addition near an environmentally sensitive area (ESA) in Howard. Explained the ESA amendment process and requirements.
- Performed Water Quality Management letter reviews for sewer extensions.
- Coordinated with two engineering firms regarding the need for a sewer service area amendment to permit the placement of a sewer line and lift station at the airport.
- Held a preliminary plat pre-submittal meeting for a potential plat in Lawrence.
- Reviewed/approved subdivision plats and certified survey maps.
- Performed a USGS depth to groundwater well check.
- Handled multiple phone calls and walk-in questions regarding ESA requirements.
- Assisted local municipalities with several zoning/land division questions.

### **The recent major planning activities of Lisa Conard, Transportation Planner I:**

- Continued work on the *Draft 2012-2016 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area*. The TIP is a five-year program of highway, transit, elderly and disabled, and transportation enhancement projects.
  - Provided WisDOT, FHWA, and FTA with draft TIP document.
  - Presented TIP overview to the Brown County Planning Commission Board of Directors the evening of August 3.
  - Held public hearings for the TIP and 2012 Green Bay Metro Program of Projects.
- Prepared and disseminated documents relating to *Major Amendment #3 to the 2011-2015 TIP*. The proposed amendment is a result of an opportunity to receive a federal *State of Good Repair* transportation grant for approximately 1.1 million dollars for transit capital items.
- Finalized report entitled *Green Bay Metro – Quarterly Route Data and Analysis Report, May 2011*. All of Metro's full service fixed routes were evaluated.
- As a result of a second round of Metro route changes to be implemented in September, continued to prepare a random selection survey supplement that meets the statistical standard of 95 percent confidence and +/- 10 percent precision in an effort to fulfill the FTA's National Transit Database (NTD) reporting requirements. Sampling will continue through the end of the year.
- Assisted the Transportation/GIS Planner in identifying paratransit clients in the City of De Pere and the Village of Allouez that were grandfathered (allowed to continue to use the service) as a result of a paratransit service boundary change.
- Analyzed data from the *Parent Survey about Walking and Biking to School* for input into the *Safe Routes to School (SRTS) Plan for the Village of Allouez*.
- Attended two public information meetings regarding the Green Bay Metro route restructuring proposal the evenings of July 28 and August 10. The meetings are designed to engage the rider and provide a forum for feedback regarding Metro proposed new services.
- Consulted and/or provided information to Metro staff regarding various service, compliance, and/or other issues.
- Attended "Say Yes to Transit: Because Our Communities Depend on It!" forum sponsored by JOSHUA. Congressmen Ribble and Petri, both members of the Federal Transportation Committee, were in attendance. Discussion involved the importance of public transit in upcoming federal legislation.
- Participated in the Green Bay Transit Commission meeting on August 17.
- Participated in the Brown County Planning Commission Board of Directors the evening of August 3. Recorded and wrote minutes.

**The recent major planning activities of Jeff DuMez, GIS/Land Records Coordinator:**

- *Rebuilt the online web mapping server.*
- *Attended meetings with PALS managerial staff to discuss budget.*
- *Met with the County Executive and administrative staff to go over 2012 budget.*
- *Geocoded a list of Brown County Library members and performed a GIS overlay to associate the municipality (proper) with the member (as requested by Library Director).*
- *Continued to develop the new version of the GIS database (v3); imported transportation layers, merged the address points with common place points, added trails, moved administrative layers, and imported terrain data.*
- *Worked with Information Services on getting the "BrownDog GIS" application imported from the old coding to the new.*
- *Continued to assist the Sheriff's Department with their new Records Management System project by providing street intersection GIS data to the vendor (ProPhoenix).*
- *Assisted the fire chiefs within the Ritter Forum group in putting together maps for the final report.*
- *Reconfigured the address layer to enable Property Listing staff to edit.*
- *Created a custom large-scale ward map for the Village of Hobart.*
- *Continued updating GIS data and records.*
- *Provided a spreadsheet showing Fox River Trail mile markers for the Public Safety Department.*
- *Assisted Public Safety with cellular tower location.*
- *Assisted the Highway Engineer with bridge mapping project.*
- *Provided number of acres of floodplain within Allouez to the Village of Allouez.*
- *Worked with the County Executive's office to confirm appointees to the Land Information Council.*
- *Assisted the intern with the new Shoreland Zoning maps for the towns.*
- *Provided regular updates to GIS datasets to several municipalities including the villages of Bellevue, Ashwaubenon, and Hobart.*
- *Provided GIS data and maps to various customers including Bay Engineering, McMahon Engineering, KL Engineering, Leonard & Finco Public Relations, Metzler Law, Northeast Telephone, U.S. Army Corps of Engineers, St. Norbert College, Nine Star Ventures, Wisconsin DNR, Shorewood Golf, and others.*
- *Assisted other people with miscellaneous service, data, and training requests*
- *Attended staff meetings as needed.*

**The recent major planning activities of Dan Teaters, Planner I (GIS/Transportation):**

- *Completed sound analysis maps for Environmental Impact Statement.*
- *Made adjustments to and completed maps for the Brown County Sheriff's Department.*
- *Updated maps and text for the Lawrence Bicycle and Pedestrian Plan after discussing the pedestrian bridge alignment over Hwy 41.*
- *Created a new parks layer and a new schools layer for the new V3 database.*
- *Began working on the MPO long-range performance measures.*
- *Created a new route guide for Green Bay Metro.*
- *Created new individual route maps for the new Green Bay Metro web site.*

- Created new Packer Game Day bus route shapefiles.
- Created maps to show Packer Game Day routes with possible paratransit implications.
- Mapped the location of paratransit riders in the Village of Allouez and the City of De Pere to determine which riders would be grandfathered under Green Bay Metros new policy.
- Assigned addresses as needed.
- Participated in the regular staff meetings held every other Thursday morning.

**MINUTES**  
**BROWN COUNTY REVOLVING LOAN FUND COMMITTEE**  
Thursday, February 24, 2011  
Northern Building  
305 E. Walnut Street, Conference Room 391  
Green Bay, WI 54301  
3:00 p.m.

**ROLL CALL:**

Robert Patrickus	<u>X</u>	Lynn VandenLangenberg	<u>X</u>
George Speaker, Chair	<u>X</u>	Ron Van Straten	<u>X</u>

**OTHERS PRESENT:** Chuck Lamine, John Luetscher, Fred Monique, Jessica Beckendorf, Lori Williams, Terry Gerbers, Keith Noskowiack, and Susan Pfeiffer.

G. Speaker called the meeting to order at 3:00 p.m.

A motion was made by R. Patrickus, seconded by R. Van Straten, to approve the agenda. Motion carried unanimously.

**ORDER OF BUSINESS:**

1. Approval of the minutes of the October 18, 2010, meeting of the Brown County Revolving Loan Fund Committee.

A motion was made by R. Van Straten, seconded by L. VandenLangenberg, to approve the minutes as presented. Motion carried unanimously.

2. Pursuant to Wisconsin Statute 19.85(1)(g), the Brown County Revolving Loan Fund Committee will convene in Executive Session to confer with legal counsel regarding possible litigation with Raven Manufacturing, LLC.

At the completion of the closed session, the committee may reconvene in open session to report the results of the closed session.

A motion was made by L. VandenLangenberg, seconded by R. Van Straten, to convene in closed session pursuant to Wisconsin Statute 19.85(1)(g) to confer with legal counsel regarding possible litigation with Raven Manufacturing, LLC. Motion carried unanimously.

The committee chose to remain in closed session for the next agenda item before returning to open session. Action taken will be reported at that time.

3. Pursuant to Wisconsin Statute 19.85(1)(g), the Brown County Revolving Loan Fund Committee will convene in Executive Session to confer with legal counsel regarding loan repayment status and possible litigation with Ashwaubenon Creek, LLC d.b.a. the SC Grand.

At the completion of the closed session, the committee may reconvene in open session to report the results of the closed session.

A motion was made by R. Patrickus, seconded by L. VandenLangenberg, to return to open session. Motion carried unanimously.

A motion was made by R. Patrickus, seconded by R. Van Straten, to have J. Luetscher, Brown County Corporation Counsel, continue to pursue litigation to enforce the loan agreement with Raven Manufacturing, LLC. Motion carried unanimously.

A motion was made by R. Patrickus, seconded by R. Van Straten, to have J. Luetscher request the following: (1) up-to-date personal financial information from each of the Ashwaubenon Creek, LLC partners, and (2) contact F. Monique within a couple of weeks with an update regarding loan repayment status. Motion carried unanimously.

4. Revolving Loan Fund Program loan portfolio status.

C. Lamine provided an update regarding the Revolving Loan Fund Program loan portfolio status.

C. Lamine stated the Plastic Composites, Inc. loan is in default.

F. Monique stated that Plastic Composites, Inc. is out of business. Chet McDonald, the landlord of the building Plastic Composites, Inc. was renting, acquired and is now using the equipment the business had in the building.

R. Van Straten asked if we had a UCC filed.

C. Lamine replied yes but it is expired.

J. Luetscher said he could look into whether Brown County would have legal rights to the equipment if the UCC was current when the equipment was taken. If we do, the landlord may be required to relinquish the equipment to Brown County.

A motion was made by R. Patrickus, seconded by G. Speaker, to have J. Luetscher explore and pursue collection of the equipment from the landlord. Motion carried unanimously.

C. Lamine stated the Technology Tool & Die, Inc. loan was written off.

A motion was made by R. Van Straten, seconded by R. Patrickus, to write off the loan balance of Technology Tool & Die, Inc. Motion carried unanimously.

C. Lamine stated that all of the remaining loans were current and that the Revolving Loan fund balance at the end of 2010 was approximately \$204,000.

5. Adjourn.

A motion was made by R. Van Straten, seconded by L. VandenLangenberg, to adjourn. Motion carried unanimously. The meeting adjourned at 3:58 p.m.

:lsw

# PORT AND SOLID WASTE DEPARTMENT

*Brown County*

2561 SOUTH BROADWAY  
GREEN BAY, WI 54304

PHONE: (920) 492-4950

FAX: (920) 492-4957

CHARLES J. LARSCHEID

PORT AND SOLID WASTE DIRECTOR

## PROCEEDINGS OF BROWN COUNTY SOLID WASTE BOARD

A regular meeting was held on September 19, 2011, at the Brown County Materials Recycling Facility,  
2561 S. Broadway, Green Bay, WI.

1. Call to order

The meeting was called to order at 2:05 pm.

2. Roll Call

Present: Chuck Rhyner  
Norb Dantine  
Mike Fleck  
John Katers  
Mark Vanden Busch  
Mike Van Lanen  
Bud Harris  
Lisa Bauer-Lotto

Excused: Ray Kopish

Also present: Mark Walter- Brown County  
Chad Doverspike- Brown County  
Chuck Larscheid- Brown County  
Dean Haen – Brown County  
Kevin Cornelius – OEI  
Ryan Harrell – Alliance Construction  
Susan Finco – Leonard & Finco  
Charlie Leonard – Leonard & Finco

3. Approval/Modification – Meeting Agenda

A motion to approve the agenda was made by Mike Van Lanen. The motion was seconded by Chuck Ryner.  
The motion passed unanimously.

4. Approval/Modification – Meeting Minutes July 25, 2011

A motion to approve the minutes of the July 25, 2011 meeting was made by Mike Fleck and seconded by Norb Dantine. The motion was passed unanimously.

5. Brown County/Oneida Energy, Inc., Waste Transfer and Hauling Agreement

- a. Motion to go into closed session made by Mike Fleck, seconded by Mike Van Lanen. Motion was approved and roll call was taken. Discussion during closed session covered "Deliberating or negotiating the purchase of public properties..." pertaining to the Brown County/Oneida Energy, Inc., Waste Transfer and Hauling Project and Agreement Motion to return to open session was made by Norb Dantine, seconded by Mike Fleck, motion approved.

Roll call vote to return to open session for agenda item 5a:

Present: Chuck Rhyner  
Norb Dantine  
Mike Fleck

John Katers  
Mark Vanden Busch  
Mike Van Lanen  
Bud Harris  
Lisa Bauer-Lotto

Excused: Ray Kopish

- b. Motion to approve the contract language as drafted with the following exceptions and those exceptions would be:
1. Brown County would deliver 54,750 tons of waste annually to OEI, which would exclude Green Bay from directly contracting with OEI.
  2. Brown County would be made whole due to loss of revenues if Oneida energy project decreases the amount of char and nonprocessable waste that would be made available to the county for final disposal.

The contract we are using dated September 19, 2011 and modifications would be added to the contract language previously developed which includes a tipping fee of \$28.00 to Oneida and return tipping fee of \$36.25.

Motion made by Norb Dantine, seconded by Mike Fleck. Motion carried unanimously.

6. Transfer Station bid for floor repair

The transfer station was built in 2003 with a 4" topping on the transfer station floor on top of an 8" sub-base. The 4" topping is broken up on approximately 65% of the floor. Bids were received by three companies; Ziese was the lowest bid that came in. Specs were drafted by Foth & Van Dyke. Recommendation is to go with Ziese to do the work. Motion to approve bid as accepted by Chuck Rhyner, seconded by Mike Fleck. Approved unanimously.

7. Wisconsin State Patrol "Scale Fee Waiver Request"

In March 2009 the Solid Waste Board approved a waiver for the State Patrol to use the scale without a fee. The State Patrol has requested an extension on that waiver. Motion to approve made by Mike Fleck, seconded by Lisa Bauer-Lotto, motion passed unanimously.

8. Contract for Solid Waste Management Services

August 25 meeting with the municipalities' Public Works directors and administrators on September 14 to further discussions regarding renewing contracts for waste management services. The new contracts have been drafted and submitted to each municipality for review and approval. Next month a final contract will be available to the Solid Waste Board for review and approval. Received and placed on file.

9. Single Stream Recycling Agreement & State Recycling Grant

In order to qualify for the state's new recycling consolidation grant, a new agreement must be signed each year. With Corporation Council agreement, a one-page municipal recycling agreement amendment was drafted and sent to all the partner communities in Brown County. All of the villages and cities will have them done by the end of this week while the Tribe and most towns will have them done by the end of the month. Eight or nine of these have already been completed and returned to us. Received and placed on file.

10. Director's Report

Charles Larscheid updated the board on his part-time retirement schedule and that Dean Haen is taking over responsibilities of the Director's position.

11. Such Other Matters as Authorized by Law

Chuck Rhyner has submitted his letter to the board stating that he wishes to not be reappointed to the board once his term is up. The board thanked Chuck for his 40 years of service on the Solid Waste Board.

12. Motion to adjourn meeting made by Norb Dantine, seconded by Mike Fleck. Motion passed unanimously. Meeting was adjourned at 4:15 pm.

# HIGHWAY DEPARTMENT PROPOSED 2012 BUDGET OVERVIEW

## A. 2012 BUDGET STRATEGY:

The 2012 budget strategy is to maintain the existing level of service in carrying out winter and summer roadway and bridge maintenance on 785 lane miles of county trunk highways; continue to provide contract maintenance service on 713 lane miles of State highways, and approximately 365 lane miles of local roads and streets in 7 towns (Eaton, Green Bay, Holland, New Denmark, Rockland, Scott & Wrightstown), to obtain maximum cost efficiency of personnel, equipment and facilities. Also to continue to provide construction services to the Solid Waste Department on the Bayport dredge material holding cells, and to other County departments.

With the scheduled additional lane miles (approximately 65) on State Highway 41 and the proposed 20+ roundabouts in the near future, the Highway Department will be reviewing any future additional needs with the Wisconsin Department of Transportation (WisDOT).

We are budgeting/bonding for 17.01 miles, in addition to partial funding for 2.69 miles, of reconditioning and 2.21 miles of major construction work funded with bonding, budget, federal or local funding. The goal is to make annual highway improvements on an average of 18.0 miles in order to maintain the current pavement condition.

As of 2011, the pavement condition rating on the County Highway System has 27.91% of roadway in poor condition.

The major expense factors impacting the proposed 2012 budget include the following:

- Diesel fuel has a major impact on roadway maintenance operations and road construction work (see below for a yearly comparison chart):

<u>YEAR</u>	<u>AVG PRICE / GALLON</u> <small>(No State Tax or Handling)</small>	<u>GALLONS PURCHASED</u>
2004	\$1.17	268,947
2005	\$1.72	253,802
2006	\$2.08	211,238
2007	\$2.28	254,210
2008	\$2.86	300,537
2009	\$1.67	263,143
2010	\$2.23	237,342
2011 (thru Sept)	\$3.04	175,883

- Steel cost continues to rise, which impacts the purchase of drainage culverts, snowplow blades, equipment repair, and new equipment purchases.
- General Transportation Aid, based on the Highway Department's maintenance and construction cost average for the past 6 years (2005 to 2010), as compared to expenses incurred by the other 71 Wisconsin Counties. The 2012 GTA decreased a total of \$397,112 compared to 2011.
- Brown County places a request for bids on salt with the Wisconsin Department of Transportation. For the 2011/12 season, there will be a decrease in salt cost of \$1.40/ton from the 2010/11 season.
- Insurance charges, indirect chargebacks and information services chargebacks increased in 2012 from 2011.

## B. ANALYSIS OF BUDGET LINE ITEMS:

### 1. Salary and Fringe Benefits:

The overall salary and fringe benefit cost in 2012 will amount to \$6,893,198, which amounts to a decrease of \$255,640 compared to 2011. A portion of this decline is due to employees paying their portion of the WRS (Wisconsin Retirement System) funding.

The Highway Department, functioning as an enterprise fund under WisDOT accounting standards, does not specifically budget a line item for salaries and fringes. Labor costs are included under Administration, Highway Maintenance, Highway & Bridge Improvements, and Contract Maintenance & Construction Work.

### 2. Personnel Revisions:

Changes in 2012 include unfunding 2 FTE Highway Laborers and the addition of 5 (1.65 FTE's) Park Rangers for 4 months of the year (winter months), which is equivalent to a reduction of 0.35 FTE's.

2011 FTE's = 96.3 employees

2012 FTE's = 97.95 employees (3 positions are unfunded)

### 3. Capital Outlay:

#### A. Road Construction.

The road construction capital outlay includes funding for engineering design work and plan development on CTH XX, CTH T, and CTH YY, along with reconstruction projects on CTH T and CTH VK (which will be constructed in conjunction with the WisDOT's USH 41 reconstruction project), 2 bridge replacement projects on CTH X and CTH GE, and a County recondition project on CTH ZZ and a portion of CTH C.

In addition, the road construction capital outlay includes culvert replacements, guardrail installations and other miscellaneous items for the programmed 2013 reconditioning projects.

Proposed 2012 Cost = \$2,100,500

2011 Budget = \$1,470,000

Difference = + \$630,500

#### B. Bridge Construction.

There will be no major bridge deck repair projects carried out in 2012.

Proposed 2012 Cost = \$0

2011 Budget = \$0

Difference = \$0

#### C. Equipment Purchases.

The major equipment outlay cost (\$580,000) consists of the replacement of three (3) tandem snowplow trucks. Other major equipment purchases include the payoff of a rent-to-buy motorgrader, the replacement/purchase of a track skidsteer, used tack truck, batwing mower attachment, bucket attachment, survey GPS equipment, and radio equipment to be compliant to the 2013 Radio Narrow Broadband requirements.

Equipment purchases are funded 100% from Machinery Fund Revenue, and no levy dollars are expended on equipment.

Proposed 2012 Cost = \$1,010,000

2011 Budget = \$1,000,000

Difference = + \$10,000

**4. Highway Maintenance:**

The winter snowplowing and ice control budget for 2012 will remain the same at \$1,310,000. If a severe winter is encountered in January to April or November to December 2012, additional General Fund dollars may need to be requested. The winter maintenance budget funds will cover an average winter season.

Public demand for improved ditch drainage, roadway pavement repair, and mowing & brush removal, all contribute to the high level of county highway maintenance funding of \$1,785,000, which has been increased by \$135,000 for surface maintenance, \$20,000 for mowing & brush control, and \$15,000 for guardrail repair/replacement from the 2011 budget.

Continuous surface maintenance is needed for additional maintenance to extend the life of certain highways. In addition, we will also be using the increase in Surface Maintenance funds to look at means of extending the life of some roadways.

Proposed 2012 Cost = \$3,920,000  
2011 Budget = \$3,820,000  
Difference = + \$100,000

**5. Administration:**

Administration cost can basically be divided into two (2) main categories:

a.) Highway Office Personnel, Superintendent, Office Expense & Utilities

Proposed 2012 = \$737,700  
2011 Budget = \$770,300  
Difference = - \$32,600

b.) Data Processing, Insurance Cost, & Indirect Cost

Proposed 2012 = \$304,156  
2011 Budget = \$273,666  
Difference = + \$30,490

Insurance cost went from \$93,348 in 2011 to \$98,848 in 2012, which represents an increase of \$5,500. Indirect cost went from \$109,935 in 2011 to \$132,522 in 2012, an increase of \$22,587. Information Services charges went from \$70,383 in 2011 to \$72,786 in 2012, an increase of \$2,403.

**6. Local Bridge Aid:**

The County's matching share of local bridge aid for the 13 towns and the Villages of Ashwaubenon, Bellevue, Hobart, Howard & Suamico will increase from \$0 in 2011 to \$115,000 in 2012, an increase of \$115,000 (*in 2011, with the current balances in the bridge fund, it was determined that municipalities should use up the restricted funds they currently have before levying additional funds*).

Proposed 2012 = \$115,000  
2011 Budget = \$0  
Difference = + \$115,000

**7. Revenue:**

State Transportation Aid to Brown County was estimated at \$3,606,000 in the budget (actual transportation revenue is \$3,580,186 as information came after the budget was released) compared to the 2011 level of \$3,977,298.

State Highway maintenance work is estimated at \$2,840,000 in 2012.

An increase of \$115,000 from the Bridge Fund came in from the municipalities in 2012 compared to 2011.

Proposed 2012 Revenue = \$9,138,600  
2011 Budget = \$9,235,758  
Difference = - \$97,158

**C. COUNTY LEVY FUNDS:**

Proposed 2012 Budget..... \$2,215,500  
2011 Budget..... \$1,458,290  
Difference..... + \$757,210

The 2012 levy is \$115,000 to match Local Bridge Funds and \$2,100,500 for road projects.

**BROWN COUNTY HIGHWAY DEPARTMENT  
2012 BUDGET EQUIPMENT OUTLAY**

ITEM DESCRIPTION	# OF UNITS	UNIT COST	TOTAL COST	TRADE-IN / SELL
Tandem Truck Single Wing, Fully Equipped	1	\$190,000	\$190,000	#84 - 1995 IHC 5-Yard Single-Axle Truck
Tandem Truck Double-wing, Underbody, Fully Equipped	2	\$195,000	\$390,000	#87 - 1994 IHC 5-Yard Single-Axle Truck #88 - 1994 IHC 5-Yard Single-Axle Truck
Motorgrader John Deere 772GP	1	\$158,000	\$158,000	Rent-to-Buy Payoff #113 - 1982 John Deere Motorgrader
Track Skid Steer	1	\$50,000	\$50,000	#147 - 2003 Caterpillar Rubber Track Skidsteer
Used Tack Truck	1	\$130,000	\$130,000	#57 - 1980 Ford Tandem Truck
Batwing Mower 15-Foot	1	\$30,000	\$30,000	#669 - 2005 Alamo Rotary Mower
Bucket Quick Attachment For Excavator #218	1	\$8,000	\$8,000	No Trade-in
Surveying GPS Equipment Engineering	1	\$24,000	\$24,000	No Trade-in
Radio Equipment	1	\$30,000	\$30,000	No Trade-in
<b>TOTAL COST</b>			<b>\$1,010,000</b>	

**PROPOSED CALENDAR YEAR 2012  
HIGHWAY & BRIDGE IMPROVEMENT PROJECTS**

**BONDED:**

COUNTY HIGHWAY	PROJECT LOCATION	MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS
CTH GV South Bridge Arterial	CTH G to Bower Creek T. Ledgeway & V. Bellevue	1.76	Reconstruction, 4-Lane Divided, Rural, Asphalt	Final 1,200,000	-	Bellevue 314,400 Ledgeway 285,600	600,000
CTH GV Monroe Road	CTH X to CTH G Town of Ledgeway	1.20	Reconstruction, 4-Lane Urban, Asphalt (R/W & Eng)	Partial 1,000,000	-	Ledgeway 500,000	500,000
CTH B School Lane	Intersection @ CTH HS/Velp Avenue Village of Suamico	0.15	Construction of a Roundabout @ Velp Ave	750,000	-	Suamico 375,000	375,000
CTH N Humboldt Road	Spartan Road to CTH P C. Green Bay & T. Humboldt	6.09	Recondition, 2-Lane Rural, Asphalt	1,950,000	-	-	1,950,000
CTH M	1.0 Mile North of Lineville Rd to CTH B Village of Suamico	3.60	Recondition, 2-Lane Rural, Asphalt	953,000	-	-	953,000
CTH C	Glendale Avenue to Anston Road Town of Pittsfield	2.28	Recondition, 2-Lane Rural, Asphalt	815,000	-	-	815,000
CTH K	STH 57 to Mercier Road Town of Scott	3.34	Recondition, 2-Lane Rural, Asphalt	877,000	-	-	877,000
	<b>TOTAL</b>	<b>18.42</b>		<b>\$ 7,545,000</b>	<b>\$ -</b>	<b>\$ 1,475,000</b>	<b>\$ 6,070,000</b>

**BUDGET:**

COUNTY HIGHWAY	PROJECT LOCATION	MILES	IMPROVEMENT TYPE	TOTAL COST	FEDERAL FUNDS	MUNICIPAL FUNDS	COUNTY FUNDS
CTH VK	USH 41 Ramp to Shady/Wood Lane Village of Ashwaubenon	0.10	Reconstruction State "let" as part of USH 41 Project	\$240,000	-	Ashwaubenon \$120,000	\$120,000
CTH ZZ	STH 96 to the West County Line Village of Wrightstown	1.70	Recondition, 2-Lane Rural, Asphalt	\$450,000	-	-	\$450,000
CTH T Wisconsin Avenue	CTH R to Prospect Street Village of Denmark	0.30	Reconstruction, 2-Lane Urban, Asphalt	520,000	-	Denmark 260,000	260,000
CTH XX Bellevue Street	Hoffman Road to Allouez Avenue Village of Bellevue	0.00	Preliminary Engineering & Right-of-Way	\$60,000	-	Bellevue 30,000	\$30,000
CTH T Wisconsin Avenue	CTH R to Prospect Avenue Village of Denmark	0.00	Preliminary Engineering & Right-of-Way	\$25,000	-	Denmark 12,500	\$12,500
CTH X Webster Avenue	At the Wisconsin Central Ltd Railroad Village of Allouez	0.10	Bridge Replacement Engineering & Right-of-Way	\$290,000	192,000	Allouez 49,000	\$49,000
CTH GE CTH YY Pilgrim Way	Bridge Over Dutchman's Creek Village of Hobart	0.10	Bridge Replacement Engineering & Right-of-Way	\$75,000	52,000	Hobart 11,500	\$11,500
CTH C	Holmgren Way to Ashland Avenue Village of Ashwaubenon	0.00	Preliminary Engineering & Right-of-Way	\$150,000	STP-Urban 129,000	Ashwaubenon 15,000	\$15,000
	CTH B to CTH U Town of Pittsfield	2.69	Recondition, 2-Lane, Rural, Asphalt (Partial Funding-Remainder in 2013)	567,500	-	-	567,500
	Preliminary Costs for 2013 (Culverts, Guardrail, Etc.)			\$585,000			\$585,000
	<b>TOTAL</b>	<b>4.99</b>		<b>\$ 2,962,500</b>	<b>\$ 373,000</b>	<b>\$ 498,000</b>	<b>\$ 2,100,500</b>

November 7, 2011  
\*\* Amended 10/19/11 \*\*

Education & Recreation Committee  
Planning, Development & Transportation Committee  
Administration Committee  
Executive Committee

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

Ladies and Gentlemen:

**RESOLUTION APPROVING NEW OR DELETED POSITIONS**  
**DURING THE 2012 BUDGET PROCESS**  
**(Facility Management / Highway Department Merger)**

WHEREAS, the Table of Organization Study Group has submitted a recommendation and the timing of the recommendation is coinciding with the 2012 budget process; and

WHEREAS, the Human Resources Department has reviewed the request with the Study Group; and

WHEREAS, there is sufficient research completed to support the new positions or has identified positions to be eliminated from the table of organization; and

WHEREAS, the table of organization study group recommends merging the Facilities and Highway Department creating a Public Works Department; and

WHEREAS, the Table of Organization Study Group recommends the deletion of (1.00) FTE Facility and Park Management Director; the deletion of (1.00) FTE Highway Commissioner; the addition of 1.00 FTE Business Manager; the deletion of (1.00) FTE Housekeeper I; the deletion (2.65) FTE Park Rangers and the addition of 1.65 FTE Highway Crew; and

WHEREAS, the Public Works Director will serve in the capacity as Highway Commissioner in accordance with Chapter 83 Wisconsin Statutes; and

WHEREAS, the Public Works Director and Business Manager salaries be allocated among the Facilities and Highway Department budgets for cost accounting and billing purposes; and

WHEREAS, the Table of Organization Study Group recommends additional table of organization adjustments be submitted after the Public Works Director is hired and has an opportunity to study the operational needs, service delivery and the appropriate staffing levels.

Facility and Park Director	(1.00)	Deletion
Highway Commissioner	(1.00)	Deletion
Public Works Director	1.00	Addition
Business Manager	1.00	Addition
Housekeeper I	(1.00)	Deletion
Park Ranger	(2.65)	Deletion
Highway Crew	1.65	Addition

WHEREAS, five Park Rangers will be reassigned as Highway Crew to Public Works during the period of December through March to provide winter maintenance services to include snowplowing.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the following changes to the table of organization requested through the 2012 budget process be effective January 1, 2012.

**BUDGET IMPACT:**

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Facility & Park Management Director	(1.00)	Deletion	\$( 88,601)	\$( 27,218)	\$(115,819)
Highway Commissioner	(1.00)	Deletion	\$( 76,661)	\$( 25,510)	\$(102,171)
Public Works Director	1.00	Addition	\$ 95,582	\$ 28,217	\$ 123,799
Business Manager	1.00	Addition	\$ 74,635	\$ 25,221	\$ 99,856
Housekeeper I	(1.00)	Deletion	\$( 26,531)	\$( 18,337)	\$( 44,868)
Park Ranger	(2.65)	Deletion	\$(111,507)	\$( 57,899)	\$(169,406)
Highway Crew	1.65	Addition	\$ 76,053	\$ 34,874	\$ 110,927
<b>Total 2012 Budget Impact (Public Works Department)</b>			<u>\$(57,030)</u>	<u>\$(40,652)</u>	<u>\$(97,682)</u>

This resolution does not require an appropriation from the General Fund because the changes are reflected in the 2012 budget.

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

Ladies and Gentlemen:

**RESOLUTION APPROVING NEW OR DELETED POSITIONS**  
**DURING THE 2012 BUDGET PROCESS**  
**(Planning and Land Services)**

WHEREAS, a New Position or Position Deletion Request was submitted by the Planning and Land Services Department during the 2012 budget process; and

WHEREAS, the Human Resources Department has reviewed the request with the department; and

WHEREAS, the department has justified an increase in workload to support the new positions or has identified positions to be eliminated from the table of organization; and

WHEREAS, Human Resources has reviewed the current classification and compensation plan for internal and external equity and has identified that the Senior Planner, Real Property Lister and Office Manager I positions show a discrepancy; and

WHEREAS, Human Resources recommends the reclassification of the Senior Planner, Grade 19, Step 1 to Principal Planner, Grade 21, Step 1; the reclassification of the Real Property Lister from Grade 20, Step 1 to Grade 21, Step 2; the reclassification of the Office Manager I, Grade 12, Step 2 to Administrative Coordinator, Grade 13, Step 2.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the following changes to the table of organization requested through the 2012 budget process be effective January 1, 2012.

**Budget Impact**

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Senior Planner (Grade 19, Step 1)	(1.00)	Deletion	\$(54,616)	\$( 7,706)	\$( 62,322)
Principal Planner (Grade 21, Step 1)	1.00	Addition	\$ 60,202	\$ 8,495	\$ 68,697
Real Property Lister (Grade 20, Step 1)	(1.00)	Deletion	\$(57,409)	\$( 8,216)	\$( 65,625)
Real Property Lister (Grade 21, Step 2)	1.00	Addition	\$ 61,986	\$ 8,870	\$ 70,856
Office Manager I (Grade 12, Step 2)	(1.00)	Deletion	\$(36,820)	\$( 5,269)	\$( 42,089)
Administrative Coord. (Grade 13, Step 2)	1.00	Addition	\$ 38,978	\$ 5,578	\$ 44,556
<b>Total 2012 Budget Impact (Planning and Land Services)</b>			<u>\$ 12,321</u>	<u>\$ 1,752</u>	<u>\$ 14,073</u>

This resolution does not require an appropriation from the General Fund because the changes are reflected in the 2012 budget.

Respectfully submitted,

PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Submitted by Human Resources. Final Draft Approved by Corporation Counsel.

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

Ladies and Gentlemen:

**RESOLUTION APPROVING NEW OR DELETED POSITIONS**  
**DURING THE 2012 BUDGET PROCESS**  
**(U.W. Extension)**

WHEREAS, a New Position or Position Deletion Request was submitted by the U.W. Extension office during the 2012 budget process; and

WHEREAS, the Human Resources Department has reviewed the request with the department; and

WHEREAS, the department has justified an increase in workload to support the new positions or has identified positions to be eliminated from the table of organization; and

WHEREAS, the U.W. Extension office recommends the deletion of (.24) FTE Horticulture Research Assistant, (.38) FTE Marketing Coordinator-Got Dirt LTE, (.05) FTE Community Garden Coordinator LTE positions; and

WHEREAS, the U.W. Extension office recommends the addition of .20 FTE Horticulture Diagnostic Aide.

Horticulture Research Assistant	(0.24)	Deletion
Marketing Coordinator-Got Dirt LTE	(0.38)	Deletion
Community Garden Coordinator LTE	(0.05)	Deletion
Horticulture Diagnostic Aide	0.20	Addition

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the following changes to the table of organization requested through the 2012 budget process be effective January 1, 2012.

**Budget Impact**

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Horticulture Research Assistant	(0.24)	Deletion	\$( 4,166)	\$( 306)	\$( 4,472)
Marketing Coordinator-Got Dirt LTE	(0.38)	Deletion	\$(16,800)	\$(1,235)	\$(18,035)
Community Garden Coordinator LTE	(0.05)	Deletion	\$( 2,874)	\$( 381)	\$( 3,255)
Horticulture Diagnostic Aide	0.20	Addition	\$ 3,900	\$ 287	\$ 4,187
<b>Total 2012 Budget Impact (U.W. Extension)</b>			<u>\$ (19,940)</u>	<u>\$ (1,635)</u>	<u>\$ (21,575)</u>

This resolution does not require an appropriation from the General Fund because the changes are reflected in the 2012 budget.

Respectfully submitted,

PLANNING, DEVELOPMENT AND  
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By: \_\_\_\_\_

\_\_\_\_\_  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Submitted by Human Resources. Final Draft Approved by Corporation Counsel.

### BUDGET ADJUSTMENT REQUEST

<u>Adjustment</u>	<u>Description</u>	<u>Approval Level</u>
<input type="checkbox"/> Category 1	Reallocation from one account to another <u>within</u> the major budget classifications.	Department Head
<input type="checkbox"/> Category 2	<input type="checkbox"/> a. Change in Outlay not requiring the reallocation of funds from another major budget classification. <input type="checkbox"/> b. Change in any item within Outlay account which requires the reallocation of funds from any other major budget classification or the reallocation of Outlay funds to another major budget classification.	County Executive County Board
<input type="checkbox"/> Category 3	<input type="checkbox"/> a. Reallocation between budget classifications other than 2b or 3b adjustments. <input type="checkbox"/> b. Reallocation of personnel services and fringe benefits to another major budget classification except contracted services, or reallocation to personnel services and fringe benefits from another major budget classification except contracted services.	County Executive County Board
<input type="checkbox"/> Category 4	Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund)	County Board
<input checked="" type="checkbox"/> Category 5	Increase in expenses with offsetting increase in revenue	County Board

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.054.001.9002	Transfer In	26,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.054.001.6110.020	Outlay Equipment (\$5,000+)	26,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.065.9003	Transfer Out	26,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.066.065.4901	Donations	26,000
<input type="checkbox"/>	<input type="checkbox"/>			

**Narrative Justification:**

This Budget Adjustment transfers funds received as shared revenue utility aid from the Brown County Planning Department to Facilities and Park Management to be used for energy efficiency projects identified during Focus on Energy audits and recommended by Brown County's Energy Oversight Committee. This transfer will provide funds for a pool cover at the Syble Hopp School therapy pool. The pool cover is projected to save up to 50% of the energy cost necessary to heat the pool.

*\* Revenue received by Planning from a Wind farm*

*Chris Ramin*  
 \_\_\_\_\_  
 Signature of Department Head

**AUTHORIZATIONS**

*W E Donald*  
 \_\_\_\_\_  
 Signature of Executive

Department: FPM / PALS Date: 10/19/11

Date: 10/18/11

*WED*  
 10-19-11

### GRANT APPLICATION REVIEW

Department: PALS Preparer: Aaron Schuetz Date: 10/12/2011

Grant Title: Port Opportunity Study Update Grantor Agency: Wisconsin Coastal Management Program

Grant Period: 7/1/2012 to 6/30/2013 Grant # (if applicable): \_\_\_\_\_

**Brief description of activities/items proposed under grant:**

The Port has requested the PALS Department prepare an update to the 2005 Port Opportunity Study. The study would build upon the 2010 Waterfront Redevelopment Plan prepared by PALS to identify specific properties along the waterfront that could be utilized for port operations and identify the potential cost of improvements to ready the properties for port utilization. The study would also update the economic impact of the port using the U.S. Maritime Administration (MARAD) Port Kit model, which was used in the 2005 study.

Total Grant Amount: \$ 30,000 Yearly Grant Amount: \$ 15,000 Term of Grant: 1.5 years

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

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

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

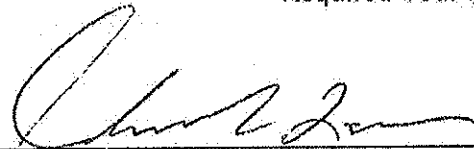
Will the grant fund new or existing positions?  Yes  No If yes, explain:  
The grant will be used to offset the salaries and fringe of PALS Departmental staff performing the study

Are matching resources required?  Yes  No If so, what is the amount of the match \$ 30,000  
How will it be met? In-kind match from PALS department levy

Explain any ongoing cost to be assumed by the Cnty (ie, maint. costs, software licenses, etc.): None

Explain any maintenance of efforts once the grant ends: \_\_\_\_\_  
Maintenance of project and grant files as required by county and state/federal regulations

<b>Budget Summary:</b>	Salaries:	<u>\$40,675</u>
	Fringe Benefits:	<u>\$19,025</u>
	Operation and Maintenance:	_____
	Travel/Conference/Training:	_____
	Contracted Services:	_____
	Outlay:	_____
	Other (list):	<u>\$100 MARAD port kit computer model</u>
		<u>\$200 Printing</u>
	<b>Total Expenditures:</b>	<u>\$60,000</u>
	<b>Total Revenues:</b>	<u>\$30,000</u>
	<b>Required County Funds:</b>	<u>\$30,000</u>

  
\_\_\_\_\_  
Signature of Department Head

10/11/11

**APPROVALS**

  
\_\_\_\_\_  
Signature of Director of Administration

10/11/11

Brown County  
 Register of Deeds  
 Budget Status Report  
 9/30/2011

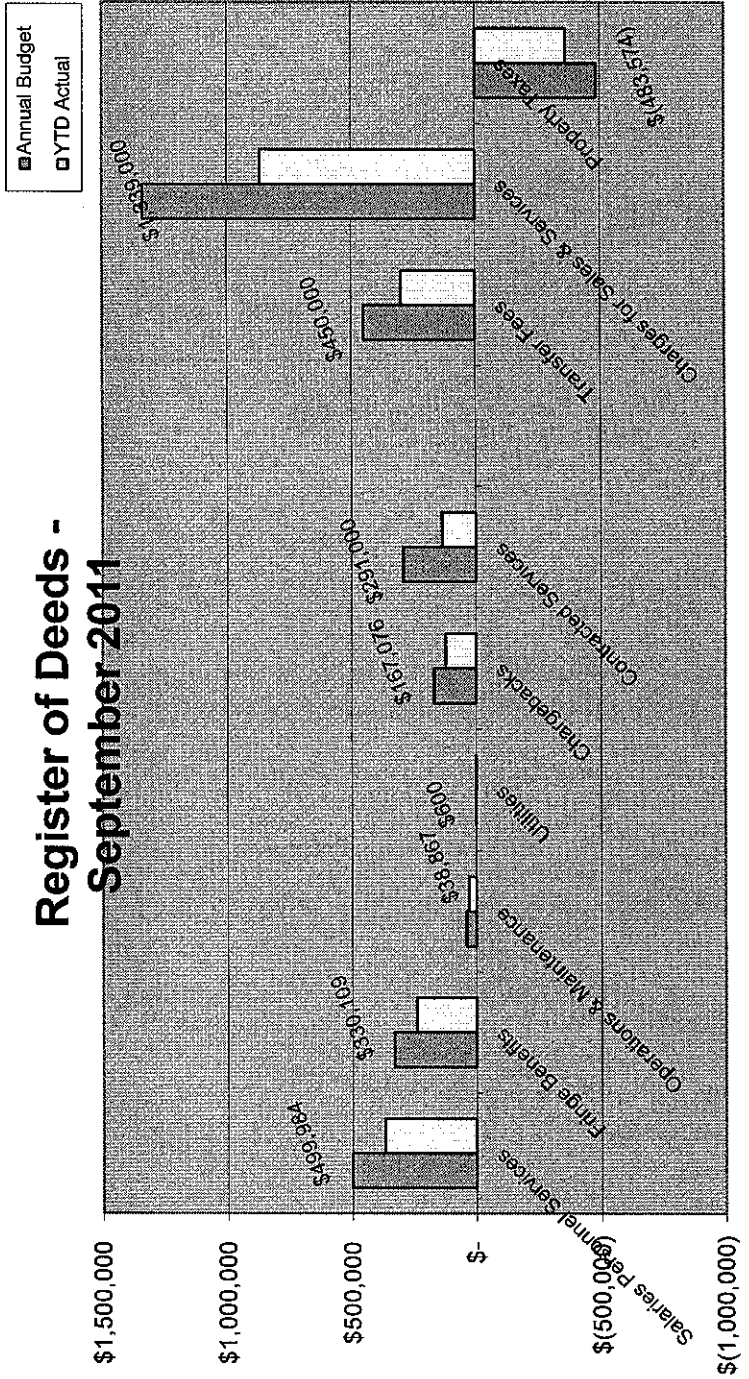
	Annual Budget	YTD Actual
Salaries Personnel Services	\$ 499,984	\$ 368,651
Fringe Benefits	\$ 330,109	\$ 239,772
Operations & Maintenance	\$ 38,867	\$ 28,837
Utilities	\$ 600	\$ (10)
Chargebacks	\$ 167,076	\$ 121,249
Contracted Services	\$ 291,000	\$ 135,637
Transfer Fees	\$ 450,000	\$ 296,783
Charges for Sales & Services	\$ 1,339,000	\$ 867,880
Property Taxes	\$ (483,574)	\$ (\$362,680)

**HIGHLIGHTS:**

Cost categories are within budget.

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

**Register of Deeds -  
 September 2011**



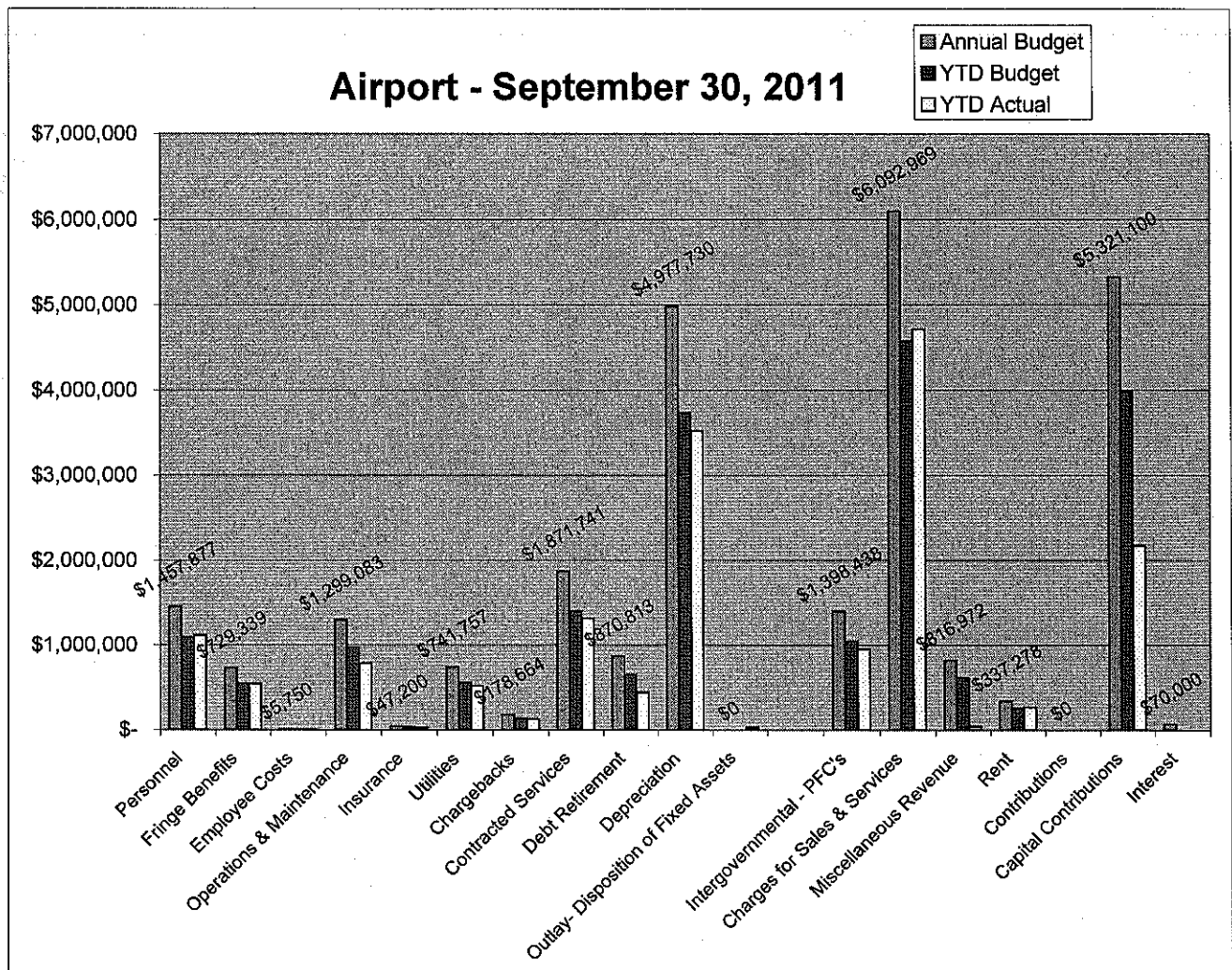
**Brown County  
Airport  
Budget Status Report  
September-11**

	Annual Budget	YTD Budget	YTD Actual
Personnel	\$1,457,877	\$1,093,408	\$1,114,804
Fringe Benefits	\$729,339	\$547,004	\$542,739
Employee Costs	\$5,750	\$4,313	\$2,447
Operations & Maintenance	\$1,299,083	\$974,312	\$787,269
Insurance	\$47,200	\$35,400	\$27,844
Utilities	\$741,757	\$556,318	\$516,974
Chargebacks	\$178,664	\$133,998	\$129,983
Contracted Services	\$1,871,741	\$1,403,806	\$1,313,710
Debt Retirement	\$870,813	\$653,110	\$439,057
Depreciation	\$4,977,730	\$3,733,298	\$3,518,891
Outlay- Disposition of Fixed Assets	\$0	\$0	\$28,633
Intergovernmental - PFC's	\$1,398,438	\$1,048,829	\$953,222
Charges for Sales & Services	\$6,092,969	\$4,569,727	\$4,710,525
Miscellaneous Revenue	\$816,972	\$612,729	\$42,694
Rent	\$337,278	\$252,959	\$266,854
Contributions	\$0	\$0	\$0
Capital Contributions	\$5,321,100	\$3,990,825	\$2,172,684
Interest	\$70,000	\$52,500	\$28,499

**HIGHLIGHTS**

The airport's enplaned passengers are up YTD through Sept., 2011 - 2.4%.

2011 Enplaned Passengers YTD = 284,190  
2010 Enplaned Passengers YTD = 277,443



**GRANT AWARD AND AGREEMENT BETWEEN THE  
U.S. DEPARTMENT OF TRANSPORTATION  
AND THE BROWN COUNTY/AUSTIN STRAUBEL INTERNATIONAL  
AIRPORT, ACTING FOR THE COMMUNITY OF GREEN BAY,  
WISCONSIN, UNDER THE SMALL COMMUNITY AIR SERVICE  
DEVELOPMENT PROGRAM**

WHEREAS, the Brown County/Austin Straubel International Airport (hereinafter referred to as the Sponsor), on behalf of the community of Green Bay, Wisconsin, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement to the Sponsor for a grant of up to \$500,000 to assist in the Sponsor's efforts to address the air service needs of the community. Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section E hereof.

**THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO  
THE FOLLOWING TERMS AND CONDITIONS:**

**A. GENERAL CONDITIONS**

1. The maximum obligation of the United States payable under this Grant Agreement shall be \$500,000.
2. Payment of the United States' share of the agreed project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe. Final determination of the United States' share may be based upon a final review of the total amount of agreed project costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Award constitutes an obligation of federal funding. This Grant Award shall expire and the United States shall not be obligated to pay any part of the costs of the project unless the Sponsor signs this Grant Agreement on or before **October 30, 2011**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Award and Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial Grant Award obligation. If not signed and returned to DOT without modification by the Recipient on or before October 30, 2011, DOT may unilaterally terminate this Grant Award and Agreement.
5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that

such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.

6. The Sponsor shall retain all documents relevant to the Grant Award for a period of three years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$500,000 or more in a year in Federal awards.
9. The provisions of 49 CFR Part 18.36 (DOT's procurement standards for grants) will apply to the extent that the Sponsor procures property and services in carrying out the approved grant project(s).

## **B. SPECIAL CONDITIONS**

1. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT's obligations hereunder, on 90 days' prior written notice, unless otherwise agreed between the Sponsor and DOT, if any of the following occurs:
  - a. The Sponsor fails to provide the local contribution as provided in its application, or alternatives approved by DOT;
  - b. The Sponsor fails to provide the in-kind contributions as provided in its grant application, or alternative in-kind contributions approved in writing by DOT;
  - c. The Sponsor does not meet the conditions and obligations specified under this Grant Agreement;
  - d. DOT determines that termination is in the public interest.
2. Either party may seek to amend or modify this Grant Agreement on 30 days' prior written notice to the other party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
3. At any time, on 30 days' prior written notice, the Sponsor may request termination of this Grant Agreement.
4. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, this Grant Agreement will expire on **December 31, 2014.**

## C. PROPOSAL SPECIFIC CONDITIONS

1. Legal Sponsor: The Brown County/Austin Straubel International Airport, designated by the community of Green Bay, Wisconsin, as the legal Sponsor under the Small Community Air Service Development Program, shall administer the Grant according to the conditions set forth in this Grant Agreement.

### **Sponsor Contact:**

Mr. Thomas Miller  
Airport Director  
Brown County/Austin Straubel International Airport  
2077 Airport Drive, Suite 18  
Green Bay, Wisconsin 54313-5596  
Phone: (920) 498-4800  
Email: miller\_tw@co.brown.wi.us

2. Project Goals and Objectives

- Secure year-round service to a large hub airport with substantial western market connectivity, thereby:
  - improving air service options to major western destinations;
  - providing additional air service competition and reducing fares in the airport's catchment area; and
  - mitigating the need to drive to and use alternative airports.

3. Funding

- a. Total Project Cash Costs: \$758,740 In-Kind Contribution: \$106,125  
Federal Share: \$500,000  
Local Share: \$258,740
- b. Payment by DOT shall not exceed \$500,000 for the Total Project Cash Costs, which include a revenue guarantee, start-up cost offsets, and a marketing campaign for the new service to a western hub airport.
- c. The community will provide the in-kind contributions as described in its application, or alternative in-kind contributions approved by DOT, toward implementation of the authorized grant project.
- d. The Sponsor shall pay the costs associated with the Project prior to seeking reimbursement from DOT. If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.
- e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Project set forth in paragraph b. above, and included in the Total Project Cash Costs set forth in paragraph a. above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a

monthly basis. DOT will reimburse the Sponsor on a monthly basis for **65.90 percent** of all valid expenditures submitted (Federal share of total project costs set forth in paragraph a. above), subject to paragraph f. below. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice.

- f. Payment of the final 10 percent of the Federal funding for the project will be made after receipt by DOT of the final report set forth in Section C.4. below.
- g. No reimbursement by DOT will be made until the Sponsor has provided DOT with a copy of the revenue guarantee/subsidy/financial incentive agreement, including the cost and revenue bases for the compensation required.
- h. At the sole option of DOT, funding may terminate 12 months after the Execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an air carrier for air service at Brown County/Austin Straubel International Airport, unless otherwise agreed between the Sponsor and DOT.
- i. At the sole option of DOT, funding may terminate within three months after execution of an agreement with an air carrier for service at the community if the marketing program to support the service has not been developed and implemented, unless otherwise agreed between the Sponsor and the DOT.
- j. At the sole option of DOT, funding under this agreement may terminate if no air service by an air carrier has commenced within 18 months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.
- k. If during the revenue guarantee/subsidy/carrier incentive period, the carrier stops providing the agreed-upon service, DOT will only provide reimbursement to the Grantee for actual service provided by the carrier under the agreement.
- l. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- m. All requests for reimbursement must be made by the Grantee within 60 calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
- n. All expenses for this Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
- o. Should this Grant Agreement be terminated prior to the expiration date provided herein, DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports

- a. Project reports, including progress on milestones as set forth in paragraph b. below, shall be reported to DOT on a quarterly basis, with reports due to DOT as follows: January 15 for the First Quarter, April 15 for the Second Quarter, July 15 for the Third Quarter, and October 15 for the Fourth Quarter. **The first project report is due on January 15, 2012.**
- b. Project reports shall include the following: (i) brief narrative detailing the status of the grant project and the progress being made towards the goals and objectives described in Section C.2.; (ii) status report on the hiring of any consultants in conjunction with implementation of the authorized grant project; (iii) status report on progress toward completion of the in-kind contributions committed to implementation of the authorized grant project, including documentation evidencing that in-kind contributions were made; (iv) status report on all marketing or promotional activities undertaken; (v) status report on contract negotiations with airlines, including any subsidy/revenue guarantee agreements; and (vi) status report on contract negotiations with other third parties.
- c. Final report (in a format to be provided by DOT) of the Sponsor's assessment of the project shall be made to DOT within three months after expiration of this Grant Agreement or conclusion of the grant project, whichever occurs earlier.

5. Sponsor Obligations

- a. Within six months following the date of execution of an agreement with an airline for service at the community, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
- b. The Sponsor shall, within 15 calendar days after their execution, provide DOT with a copy of all agreements executed between the Sponsor and any consultants, air carriers, or other parties with respect to the Project. The Sponsor shall, within 15 calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.
- c. The Sponsor shall provide evidence on a quarterly basis as set forth in Section C.4. above, to demonstrate the progress that it has made toward securing the third party in-kind contributions per Section C.3.a. above and as described in its application, or alternative third party in-kind contributions approved by DOT.
- d. The Sponsor shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.

**D. ASSURANCES**

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto.

**E. DEFINITIONS**

**Agreement:** Any written or oral contract, obligation, commitment, or understanding between the Sponsor and/or all parties identified in the community's Grant Application.

**Application or Grant Application:** The complete document submitted by the community/sponsor to DOT in Docket OST-2011-0119, including any amendments.

**Carrier or Air Carrier or Airline:** A citizen of the United States undertaking, by any means, directly or indirectly to provide air transportation, including commuter air carriers and air taxi operators.

**Community:** All parties identified in the Grant Application as participating in the approved Grant Project, including the designated Legal Sponsor.

**DOT:** United States Department of Transportation.

**Execution of Grant Agreement:** Signing of the written Grant Agreement by DOT.

**Federal Share:** Federal funds authorized for use by the grant recipient in implementing the approved grant project.

**Grant Agreement:** The written agreement between DOT and the Sponsor for the Grant Project under the Small Community Air Service Development Program and DOT Order 2011-7-1, incorporating by reference, except to the extent otherwise inconsistent with the terms of the written agreement, the original application filed with Grants.gov on August 2, 2011, in Docket OST-2011-0119, including any amendments, as well as any material submitted in the Docket as Confidential Material.

**Grant Recipient/Grantee:** Community entity/entities receiving the SCASDP grant, including the Sponsor.

**Local Share:** Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding third party in-kind contributions.

**Party:** DOT and/or the Sponsor, as the context indicates.

**Project or Grant Project:** The authorized use of Federal and/or local funds to fulfill the goals and objectives detailed in the Grant Agreement.

**Proposal:** Project defined by the community in its Grant Application.

**Quarter or Quarterly:** Calendar quarter. Reports or other information required for submission on a quarterly basis are due no later than 15 calendar days after the close of the calendar quarter.

**Small Community Air Service Development Program (SCASDP):** A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21<sup>st</sup> Century (AIR-21), P.L. 106-181, as amended by Vision 100—The Century in Aviation Reauthorization Act, P.L. 108-176, and codified in 49 U.S.C. 41743.

**Sponsor Obligations:** Material responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (Definition of Grant Agreement).

**Sponsor or Legal Sponsor:** The designated representative of the Grantee to administer and oversee implementation of the Grant Agreement and fulfillment of the authorized grant project.

**In-Kind/Third Party In-Kind Contribution:** Property or services that benefit a federally-assisted project or program and that are contributed by non-Federal third parties without charge to the Grantee or a cost-type contractor under the Grant Agreement.

**Total Project Cash Costs:** Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding third party in-kind contributions.

**GRANT AWARD**

This Grant Award is made in accordance with 49 U.S.C. § 41743 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this 30<sup>th</sup> day of September, 2011.

(SEAL)

United States Department of Transportation

*Aloha Ley*

\_\_\_\_\_  
Aloha Ley  
Associate Director  
Small Community Air Service Development  
Program

**ACCEPTANCE**

The undersigned Sponsor agrees to accomplish each element of the Project in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Brown County/Austin Straubel International  
Airport  
Green Bay, Wisconsin

(SEAL)

By: \_\_\_\_\_  
Signature of Sponsor's Designated Official Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:  
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of \_\_\_\_\_.  
Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Assurances, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

\_\_\_\_\_  
Signature of Sponsor's Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Telephone

**OFFICE OF THE SECRETARY  
DEPARTMENT OF TRANSPORTATION**

**TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE  
BASIS OF DISABILITY IN FEDERALLY-ASSISTED PROGRAMS  
AND ACTIVITIES RECEIVING OR BENEFITING FROM  
FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the  
Air Carrier Access Act of 1986)

49 CFR Parts 21 and 27 and 14 CFR Parts 271 and 382

\_\_\_\_\_ (the Grant Recipient) HEREBY AGREES THAT,  
(Name of Grant Recipient)

I. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply: with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, section 21.7(a) and Title 14, Code of Federal Regulations, section 271.9(c).

II. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Air Carrier Access Act of 1986 (49 U.S.C. 1374(c)); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, Title 14, Code of Federal Regulations, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel; and other pertinent directives so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap in the provision of air transportation, or otherwise be subjected to discrimination under any program for which the Recipient receives Federal financial assistance

from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, section 27.9 and Title 14, Code of Federal Regulations, sections 271.9(c) and 382.9.

III. It will promptly take any measures necessary to effectuate this Grant Agreement. The Recipient further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

IV. These assurances obligate the Recipient for the period during which Federal financial assistance is extended. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

V. These assurances are given for the purpose of obtaining Federal grant assistance under the Small Community Air Service Development Program and are binding on the Recipient, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the Small Community Air Service Development Program. The person or persons whose signatures appear below are authorized to sign this Grant Agreement on behalf of the Grant Recipient.

VI. In addition to these assurances, the Recipient agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended, or the Air Carrier Access Act of 1986; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

\_\_\_\_\_

Date

\_\_\_\_\_

Legal Name of Grant Recipient

By:

\_\_\_\_\_

Signature of Authorized Official

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING INFLUENCING ACTIVITIES**

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Grant Recipient

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD  
UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM**

A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
- (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.

\_\_\_\_\_  
Grant Recipient Signature

\_\_\_\_\_  
Date

# SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

## GRANT ASSURANCES

**Certification.** The Grantee hereby assures and certifies, with respect to this grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this project, including, but not limited to the following::

### 1. General Federal Requirements.

#### Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq. Airport Assurances (9/99)
- c. Hatch Act - 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469a through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 92-583, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.1
- k. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- l. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- m. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- n. Power Plant and Industrial Fuel Use Act of 1978 - Section 403 - 42 U.S.C. 8373.
- o. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- p. Copeland Anti-kickback Act - 18 U.S.C. 874.
- q. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- r. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- s. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- t. Section 404 of the Clean Water Act, as amended.

#### Executive Orders

Executive Order 13513 – Text Messaging While Driving (see attached clause entitled “Financial Assistance Policy to Ban Text Messaging While Driving”)

Executive Order 11246 - Equal Employment Opportunity

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 – Flood Plain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs.

Executive Order 12898 - Environmental Justice

#### Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.

- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- d. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- e. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- f. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
- h. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- i. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.
- j. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

#### **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations
- c. A-102 - Grants and Cooperative Agreements with State and Local Governments.
- d. Any other applicable OMB Circular based upon the specific grant recipient.

The Sponsor shall ensure that any use of airport funds in conjunction with this project comply fully with all regulations and policies of the Federal Aviation Administration for use of those funds. Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in the grant agreement.

#### **2. Responsibility and Authority of the Grantee.**

It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**3. Funds Availability.** It has sufficient funds available for that portion of the project costs that are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement that it will own or control.

#### **4. Preserving Rights and Powers.**

a. It will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the DOT, and will act promptly to acquire, extinguish, or modify any outstanding rights

or claims of right of others that would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the DOT.

**5. Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records that fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7507).

b. It shall make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The DOT may require that a recipient conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement that involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141 et seq.), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**7. Economic Nondiscrimination.** In any agreement, contract, lease, or other arrangement under any project funded under this grant agreement and for which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the Grantee will insert and enforce provisions requiring the contractor to (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**8. Engineering and Design Services.** It will award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 1101-1104) or an equivalent qualifications-based requirement prescribed for or by the Grantee.

**10. Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**11. Buy America.** In accordance with DOT annual appropriations restrictions, funds provided under this award must be expended consistent with Sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c, popularly known as the "Buy American Act"). In accepting this award, the Grantee agrees to comply with such provisions and to review the provisions of the Act to ensure that all expenditures made under this award are consistent with such Act.

\_\_\_\_\_  
Grant Recipient

\_\_\_\_\_  
Signature of Authorized Grant Recipient Official

\_\_\_\_\_  
Date

## OFFICE OF THE SECRETARY OF TRANSPORTATION

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 49 C.F.R. Part 32

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered

transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters --  
Primary Covered Transactions**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name

---

Affiliation

---

Title

---

Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED  
TRANSACTIONS**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Affiliation

\_\_\_\_\_  
Date

### BUDGET ADJUSTMENT REQUEST

- | <u>Adjustment</u>                              | <u>Description</u>   | <u>Approval Level</u>            |
|--|--|----------------------------------|
| <input type="checkbox"/> Category 1            | Reallocation from one account to another <u>within</u> the major budget classifications.   | Department Head                  |
| <input type="checkbox"/> Category 2            | <input type="checkbox"/> a. Change in Outlay not requiring the reallocation of funds from another major budget classification.<br><input type="checkbox"/> b. Change in any item within Outlay account which requires the reallocation of funds from any other major budget classification or the reallocation of Outlay funds to another major budget classification.                           | County Executive<br>County Board |
| <input type="checkbox"/> Category 3            | <input type="checkbox"/> a. Reallocation between budget classifications other than 2b or 3b adjustments.<br><input type="checkbox"/> b. Reallocation of personnel services and fringe benefits to another major budget classification except contracted services, or reallocation to personnel services and fringe benefits from another major budget classification except contracted services. | County Executive<br>County Board |
| <input type="checkbox"/> Category 4            | Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund)   | County Board                     |
| <input checked="" type="checkbox"/> Category 5 | Increase in expenses with offsetting increase in revenue   | County Board                     |


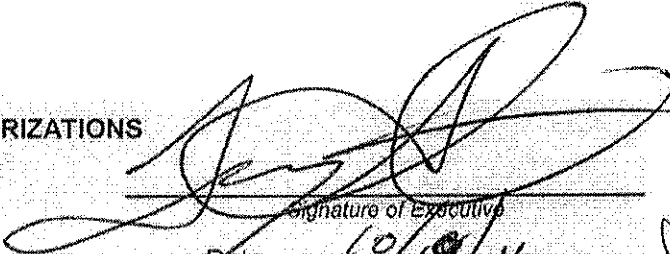
Increase	Decrease	Account #	Account Title	Amount
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

**Narrative Justification:**

Budget adjustment to increase Charges and Fees Solid Waste tipping fee revenue to cover offsetting expenditures in operations and maintenance, particularly repairs and maintenance—grounds, building and equipment, service fees, vehicle/equipment gas, oil etc., advertising, and contracted services.

Increase recycling rebate due to increased Charges and Fees MRF revenues. The revenues generated for resale of processed recycling materials allows greater revenue return to recycling customers through the recycling rebate which is also being increased.

**AUTHORIZATIONS**

 _____ Signature of Department Head	 _____ Signature of Executive
Department <u>Public Solid Waste</u> Date <u>10-18-11</u>	Date <u>10/19/11</u>

*Handwritten:* GMM  
10-19-11

Breakdown of Solid Waste Budget Changes

Increase	655.079.001.5307.300	Repairs & maintenance building	10,000
Increase	655.079.001.5392	Service Fees	30,000
Increase	655.079.085.4600.565	Charges and Fees Tipping	1,100,000
Increase	655.079.085.5305	Dues and memberships	1,150
Increase	655.079.085.5307.100	Repairs & maintenance equipment	7,500
Increase	655.079.085.5307.400	Repairs & maintenance grounds	6,000
Increase	655.079.085.5700.100	Contracted services landfill	190,000
Increase	655.079.086.5307.100	Repairs and maintenance equipment	101,000
Decrease	655.079.086.5700	Contracted services	75,000
Increase	655.079.087.5307.100	Repairs and maintenance equipment	4,000
Increase	655.079.087.5700.300	Contracted services	5,700
Increase	655.079.088.4600.562	Charges and Fees MRF	320,000
Increase	655.079.088.5308.100	Vehicle/equipment gas, oil, etc.	5,400
Increase	655.079.088.5310	Advertising and public notice	1,600
Increase	655.079.088.5700	Contracted services	4,000
Increase	655.079.088.5700.200	Contracted services - MRF	15,500
Increase	655.079.088.5825	Recycling rebate	500,000
Increase	655.079.089.5307.100	Repairs and maintenance equipment	5,000
Increase	655.079.089.5700	Contracted services	20,500
Decrease	655.079.089.5821	Closure	25,500

## **Municipal Solid Waste Management Agreement and Brown County Plan for Supplying Waste to the Oneida Energy, Inc Project**

### Background

The Brown County Port & Solid Waste Department has administered solid waste services for the municipalities and business of Brown County for 40 years. Through the years, Brown County municipalities and businesses have collaboratively enabled Brown County to provide you with reliable, cost effective, and environmentally friendly programs such as: solid waste disposal, household hazardous waste collection, single stream recycling services and other programs. These services are among the least expensive and most complete services offered by any county solid waste department in the State of Wisconsin. The Port & Solid Waste Department is proud to operate as an enterprise fund generating its own revenue through user fees to fund all of its services.

In the mid 1970's Brown County built two landfills for its municipalities and businesses through signed municipal agreements. In 1998, the municipalities of Brown County collectively signed solid waste disposal agreements supporting the continuation of the county solid waste management system. This collaboration of the solid waste management generated the support necessary for Brown County to commit to building and operating the future South Landfill upon closure of the East and West landfills.

In 2002, Brown County entered into a regional Brown, Outagamie & Winnebago (BOW) Tri-County Solid Waste and Recycling Partnership to consolidate services creating additional efficiencies through regional collaboration that have reduced disposal fees for all of our municipal and commercial users. The BOW partnership has saved/generated every municipality hundreds of thousands of dollars in landfill disposal fees and sale of recyclables and postponed the need for the South Landfill.

### Need for New Solid Waste Contracts

The South Landfill is estimated to begin construction in 2018. In order to continue our collaborative relationships and remain strong and stable together, Brown County is seeking new 10-year contracts for solid waste management services. Technologies and regulations have changed since the 1998 solid waste disposal agreements were signed and have resulted in some modifications to the new solid waste management agreement, as follows:

1. Brown County will explore and/or acknowledge alternatives to landfill disposal that are economically and environmentally beneficial to our customers.
2. Brown County has established a multi-tiered rate system that gives a preferential disposal rate to customers under contract as an economic incentive to contractually support the Brown County Solid Waste Management System.

Brown County believes the best way to manage municipal solid waste in the best interest of all Brown County residents, municipalities and business is for it to contract directly with OEI for supplying waste. This will allow Brown County customers to equally share in any savings generated from the opportunity and manage all the risk on behalf of our municipalities.

Brown County has negotiated a tentative contract with OEI that if *fully operational* covers all anticipated costs associated with OEI and Brown County Solid Waste Management System and returns significant savings to any municipality under contract willing to direct haul MSW to the facility.

If the facility is not *fully operational* the contract covers all anticipated costs and may or may not result in any savings for municipality under contract willing to direct MSW to the facility.

If the facility *fails to operate within its air or solid waste permits or closes for any reason*, the Brown County Solid Waste Management System and BOW regional system remain strong, intact for the benefit of all County municipalities.

Brown County proposes to address the OEI project and any municipal savings as Attachment 1 of the Brown County Solid Waste Management Agreement signed between Brown County and each municipality.

# DRAFT

## Solid Waste Management Services Agreement

October 14, 2011

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Brown County Solid Waste Board ("Board") and the ("Customer") which may be a municipality (Town, Village or City), Tribe, business or other entity.

### WITNESSETH:

**WHEREAS**, Brown County, whose address is c/o Brown County Port and Solid Waste Director, 2561 South Broadway, Green Bay WI 54304, desires to enter into an agreement with \_\_\_\_\_ (Customer) for the purposes of long term solid waste management services; and,

**WHEREAS**, the purpose of this Agreement is a collaborative and collective commitment of many Customers for Solid Waste Management Services in an effort to continue to maintain efficient and economical solid waste management practices.

**WHEREAS**, in 1975 the Brown County Solid Waste Department ("Department") and Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to sufficient environmentally sound solid waste disposal capacity for solid waste generated within the Brown County Solid Waste Management system for municipalities of Brown County; and,

**WHEREAS**, Brown County in 2002 signed a 25-year Landfill disposal agreement with Outagamie and Winnebago Counties to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act (RCRA), Subtitle D and Wisconsin Department of Natural Resources standards; and,

**WHEREAS**, the Customer wishes to manage the waste generated in an environmentally sound manner and wishes to support the County's infrastructure designed and built to meet the needs of waste generators in Brown County; and,

**WHEREAS**, both parties agree that the mutual obligation and purpose of this Agreement is to establish a disposal rate (and subsequent increases) at the Board's landfill, transfer station or designee for all waste generated by the Customer and to guarantee the County a minimum volume of waste for disposal; and,

**WHEREAS**, Brown County is establishing a multi-tiered disposal rate system that gives a Preferential Rate to Customers to establish economic incentives to commit to the Brown County Solid Waste Management System; and,

**WHEREAS**, this Agreement supersedes all previous landfill disposal agreements between the Customer and the Board.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are acknowledged by each party for itself, the Board and the Customer agree to the following:

**1. DEFINITIONS** – For purposes of this Agreement, the following terms shall be defined as follows:

- A. "Director" means the Director of the Brown County Port and Solid Waste Department or his designee.

- B. "Force Majeure" means an act of God; strikes or other industrial disturbances; acts of public enemy; blockades; wars; insurrections or riots; epidemic; landslides; earthquakes; fires; storms; floods or washouts; arrests; governmental restraints; court orders, either Federal or State, civil or military; civil disturbances; explosions; inability to obtain necessary materials, including fuel, tires, supplies, labor or permits due to existing or future rules, regulations, orders laws or proclamations, either Federal or State, civil or military; and other causes beyond the control of the Board.
- C. "Hazardous Waste" means waste defined as hazardous waste and as amended in Chapter NR 600 Series of the Wisconsin Administrative Code.
- D. "Host Community" means the town of Holland (Stock Landfill site) in Brown County or , Outagamie or Winnebago designated disposal locations where the Board has received WDNR landfill siting approvals to build a landfill or other solid waste treatment facilities.
- E. "Host Community Agreement" means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- F. "Solid Waste" means waste defined as solid waste and as amended in Chapter NR 500 series of the Wisconsin Administrative Code.
- G. "Board" refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07 (135) (now Sec. 59.70 (2), Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- H. "Tipping Fee" means a tier of rates per ton established by the Board for the disposal, salvage or beneficial use of delivered regular solid waste. Other types of materials may have other Tipping Fees established for their disposal, salvage or beneficial use by the Board. The other types may include, but are not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris and other. Appliances, tires and batteries delivered to the landfill or transfer station may have other Tipping Fees established by the Board.
- I. "Preferential Rate" means the lowest rate among the multi-tiered Tipping Fee offered.
- J. "Sign-up Period" means the six (6) month period of time beginning on the Initial Offer Date in which a Customer can sign this Agreement with the Board and qualify for the preferential rate.
- K. "Transfer Station" means a building located at 3734 West Mason Street established to transfer solid waste to the receiving landfill.

**2. TERM** – The initial term of this agreement will be ten (10) years commencing on the date of signature by the Customer. At the end of the initial ten (10) year term this Agreement there shall be an opportunity for to renew for two (2) additional five (5) year terms or until the end of the new Brown County South Landfill, whichever longer.

**3. PURPOSE AND INVOLVEMENT** – The Board enters into this Agreement with the Customer in order to continue to make available a safe and reliable means of solid waste disposal, at reasonable tipping rates.

**4. BOARD RESPONSIBILITIES** – The Board agrees to the following:

- A. The Board agrees to explore and/or acknowledge emerging solid waste management technologies that are economically and environmentally beneficial to its customers. Any economic benefit that the board may realize will be returned to customers or used to reduce tipping fees.
- B. The Board agrees to accept all collected or contracted collections of residential, industrial and commercial solid waste. It is understood by both parties that the Board will accept only solid waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies and Wisconsin Administrative Code.

- C. The Board will provide a solid waste transfer station at 3734 West Mason St. to accept solid waste for transport to the receiving landfill or a temporary alternative disposal drop-off location if an emergency condition warrants.
- D. The Board will provide additional services to the Customer which the Board deems necessary to augment solid waste disposal. All or part of the cost of any additional service may be subsidized by landfill disposal tipping fees at the Board's discretion. Additional services may be added or deleted by the Board as may be permitted by other written agreements between the Customer and the Board. Customers not signing this Agreement may be required to pay unsubsidized user fees for other solid waste services offered by the Board, at the Board's discretion, unless the Board deems otherwise. Services that are currently or have in the past been funded by landfill tip fees are: Household Hazardous Waste, Recycling Program, Recycling Education, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance and Scrap Metal Recycling,
- E. The Department shall provide a certified scale for billing purposes on a per ton basis.
- F. Other customers may be subject to additional fees for solid waste management services if solid waste is not part of the Brown County system.

**5. CUSTOMER RESPONSIBILITIES** – The Customer agrees to the following:

- A. The Customer hereby agrees to delivery of all collected and/or contracted collections of acceptable solid waste generated within Municipality or by the Customer for the term of this Agreement to the Board's landfill, transfer station or to other facility as directed: the Customer hereby warrants that in every agreement, written or oral for solid waste services of residential waste, refuse and garbage, that the Customer, contractor, or other party, shall deliver all solid waste generated within the Municipality or by the Customer to the Board's landfill, transfer station or to other facility as directed. Acceptable solid waste types are shown in Exhibit A. Construction debris and excavation material generated by a municipal agreement with a private vendor that may use the material as fill elsewhere is exempt.
- B. The Customer will pay tipping fees on a per ton basis. Other types of waste may be disposed of on a different fee per ton, per cubic yard or on a per unit basis. The disposal rates are established by the Board.
- C. The Customer shall be responsible for disposal and all associated costs for handling unacceptable solid waste delivered to and rejected by the landfill or transfer station. If unacceptable solid waste is delivered, the Director or designee shall notify the Customer to have the waste removed, transported and disposed within all applicable laws. If the Customer is unable to remove the waste within three (3) hours or the end of the day, whichever comes first, the Board may manage the waste at the Customer expense. The Customer is responsible for any and all costs associated with limiting the landfill operation and/or for any other landfill users' additional costs associated with the user's inability to use the landfill because of unacceptable solid waste delivered to the landfill by the Customer.
- D. The Customer shall require that all vehicles transporting solid waste to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the waste with a secure tarpaulin. No person may permit or fail to adequately prevent any waste material from falling out or off of, or blowing out or off of, any vehicle transporting solid waste.
- E. Annually, the Customer must bring to the Transfer Station at a minimum 80% of the previous years waste by weight in order to qualify for the current year's Preferential Rate. A variance from the 80% rule may be given by the Board if the Customer can prove it did not produce the required amount of waste during the year.

6. **TIPPING FEE** – Brown County has established a multi-tiered rate system that gives a Preferential Rate to the Customer to provide economic incentives to commit to the Brown County Solid Waste Management System. The Sign-up Period will be six (6) months from the initial offer date to approve the agreement so Brown County can plan financially and logistically for the future. Addendum One shall be implemented if the Oneida Energy, Inc. (OEI) waste gasification project become operational. Addendum One shall remain in effect only during OEI operation.

The initial Preferential Rate of the Tipping Fees for this Agreement shall be \$40. The Tipping Fees may be adjusted January 1 of each year. The Tipping Fees may annually increase by not more than the annual change from June to June of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). If the tipping fee is not increased by the amount allowable under this agreement in any one year, the unused portion of CPI-W percentage may be added to the following year's tipping fee increase. The tipping fee may also increase in addition to the CPI-W as a direct result of a Federal or State mandated capital project, State imposed tipping fee surcharges, or an act or event beyond the reasonable control of the Board, due to fees associated with the Host Community Fees, or with an increase or decrease in tonnage at the transfer station. In the event there is a major capital construction project not planned for, Brown County has the ability to approach the Customer for a rate increase.

7. **TRANSFER STATION & LANDFILL OPERATING DAYS AND HOURS** - The board agrees to receive solid waste from Customers during regular operations. Regular hours are Monday – Friday 7:30 am – 4:00 pm, Saturday 7:30 am – 2:00 pm April 1 – November 30, Saturday 7:30 am – 12:00 pm December 1 – March 31. The Board reserves the right to alter the regular operating hours as deemed necessary by the Board.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of landfill or transfer station time to accommodate the holiday. Nothing in this section shall preclude the Director from closing the landfill or transfer station during inclement weather, such as days with high winds or any day which makes the disposal of wastes under existing State Codes untenable to the Board. The parties agree that the Director may extend or limit the aforementioned hours at the Director's sole discretion. The Customer may, with at least twenty-four (24) hours notice, request the Director to extend normal operating hours. The Customer agrees to pay an hourly rate established by the Board for extended hours.

8. **PENALTIES** - The Customer is obligated to deliver tonnage as quantified in Section 5.

A. In the event that Customer voluntarily decides to divert the committed tonnage of waste elsewhere, and does not deliver the committed tonnage, the penalty shall be calculated as the total amount of revenue that Board would have been paid had the committed tonnage been delivered. This penalty shall begin one month after Customer begins diverting waste to an alternative disposal or other use. Calculation of the total penalty each month shall be based on the difference in tons delivered for the month in question and the historical quantity of tons delivered in previous months in the previous calendar year times the Preferential Tipping fee rate.

B. In the event that Customer is unable to collect the tonnage of waste committed for reasons beyond the control of the Customer and the shortfall results in delivery below 80% of the waste as committed to in Section 5, the penalty shall be calculated as the difference between the amount of actual revenue paid on the tonnage delivered and the amount of revenue that would have been paid if 80% of the committed tonnage was delivered. This penalty will be assessed at the end of each agreement year.

9. **CHANGE IN GOVERNMENTAL REGULATIONS** – The adoption or change in any Federal, State or local laws, rules, regulations, ordinances, permits, or license, or change in the interpretation of any of the preceding by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement, provided such adoption or change materially affects the performance or costs of performance of either party, is considered an act or event beyond the reasonable control of either affected party.

A suspension, order, judgment, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the construction, operation, maintenance or reconstruction of the landfill, if such act is not the result of willful or negligent action or inaction of the party relying thereon, is considered an act or event beyond the reasonable control of that party.

10. **FORCE MAJEURE** – Should the Board be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any force majeure, the Board shall be excused from performing such obligations or conditions while the Board is so delayed or prevented and for ten (10) days thereafter. The Director shall arrange for the Customer's waste to be accepted for disposal at another landfill during any force majeure. The cost associated with alternative disposal and transportation shall be the responsibility of the Customer.

11. **ASSIGNMENT** – Customer shall not assign or transfer any interest or obligation in this Agreement, whether by Assignment or notation, without the prior written consent of the Director. The Board shall not assign or transfer any interest or obligation in this Agreement, whether by Assignment or notation, without the prior written consent of the Customer.

12. **DEFAULT** – Should either party fail to carry out any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The defaulting party must cure the default within ten (10) working days of notice of default or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the default.

13. **NOTICE** – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port and Solid Waste Department  
2561 South Broadway  
Green Bay, WI 54304

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **DAMAGES** – The Customer shall reimburse the Board for any damages, costs, penalties, fines, etc. assessed against the Board as a result of the Customer's delivery of materials which fail to meet the Wisconsin Department of Natural Resources' Plan of Operation and any modification thereafter for solid waste types shown in Exhibit A of this Agreement.

# Addendum One

Addendum One shall become effective, if the Oneida Energy, Inc. (OEI) waste gasification project become operational and Addendum One shall remain in effect only during its operation.

Parties to this Agreement understand the best way to manage Municipal Solid Waste (MSW) in the best interest of all Brown County residents, municipalities and business is for Brown County to contract directly with OEI for supplying waste. This will allow Brown County municipalities to equally share in any tipping fee savings generated from the opportunity and allow Brown County to manage all the risk on behalf of its customers.

Brown County has or will negotiate a contact with OEI, that if the facility is fully operational covers all anticipated costs associated with OEI and Brown County Solid Waste Management System and returns significant savings to any municipality under agreement willing to direct haul MSW to the facility.

If the facility is not fully operational the OEI agreement covers all anticipated costs and may or may not result in any savings for any municipality under agreement willing to direct MSW to the facility.

If the facility fails to operate within its air or solid waste permits or closes for any reason, the Brown County Solid Waste Management System and BOW regional system will remain strong and intact for the benefit of all County municipalities.

Parties to this Agreement agree Brown County will direct MSW to the OEI facility. Those municipalities agree to pay the same Tipping Fee as MSW delivered to the transfer station. Beginning in May 2012 and November 2012, a six (6) month financial review will be conducted determining the cost and benefits of the OEI facility. After each six (6) month financial review, Brown County agrees to rebate any tipping fees savings (on a per ton basis) from supplying waste to the OEI facility to all municipalities agreeing to deliver MSW to the OEI facility. The total tipping fee savings will be based on each municipality's solid waste as a percentage of the total 54,750 tons agreeing to be delivered to OEI annually.

## **Exhibit A**

### **Acceptable Solid Waste - Transfer Station and/or Landfill**

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

## **Exhibit B**

### **Unacceptable Solid Waste**

1. Liquid waste
2. All industrial process waste unless approved in advance, by the Department in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance, by the Department in writing
8. Incinerator residue, unless approved in advance, by the Department in writing
9. Contaminated soil, unless approved in advance, by the Department in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance, by the Department in writing
11. Radioactive, biological or infectious waste

## **Exhibit C**

### **Solid waste accepted at Transfer Station or Landfill for recycling**

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

**Option 1 Tipping Fee \$40**

Tonnage assumption **54750**

**Municipalities**

Revenue		Tons	Rate	Total
To BC	MSW	54750	\$ 40.00	\$ 2,190,000
				\$ 2,190,000

Expense		Tons	Rate	Total
To OSG	MSW	54750	\$ 28.00	\$ 1,533,000
				\$ 1,533,000

Gross Profit	\$ 657,000
BC Est. hauling and TS costs \$1.5/ton x 90,000	\$ (135,000)
BOW penalty and rebate audit estimate	\$ (200,000)
<b>Net Savings</b>	<b>\$ 322,000</b>

Signing Priority	Municipalities Delivering to OI	Tons	%	Savings
1	Green Bay	26,500	48%	\$ 155,854
	DePere	5300	10%	\$ 31,171
	Howard	4100	7%	\$ 24,113
	Ashwaubenon	4400	8%	\$ 25,878
	Suamico	3300	6%	\$ 19,408
	Allouez	3,800	7%	\$ 22,349
	Oneida	1400	3%	\$ 8,234
	Wrightstown	1200	2%	\$ 7,058
	Rockland	400	1%	\$ 2,353
	Morrison	500	1%	\$ 2,941
	Bellevue	3850	7%	\$ 22,643
		<b>54,750</b>		<b>\$ 322,000</b>

Municipal Savings	
Tipping Fee	\$ -
Rebate (Estimated)	\$ 5.88
<b>Total Savings</b>	<b>\$ 5.88</b>

**Option 1 Tipping Fee \$40**

Tonnage assumption **40000**

Municipalities

Revenue		Tons	Rate	Total
To BC	MSW	40000	\$ 40.00	\$ 1,600,000

Expense		Tons	Rate	Total
To OSG	MSW	40000	\$ 28.00	\$ 1,120,000

Gross Profit	\$	480,000
BC Est. hauling and TS costs \$1/ton x 105,000	\$	(105,000)
BOW penalty and rebate audit estimate	\$	(200,000)
<b>Net Savings</b>	<b>\$</b>	<b>175,000</b>

**Signing**

Priority	Municipalities Delivering to OI	Tons	%	Savings
1	Green Bay	26,500	48%	\$ 84,703
	DePere	5300	10%	\$ 16,941
	Howard	4100	7%	\$ 13,105
	Ashwaubenon	4400	8%	\$ 14,064
	Suamico	3300	6%	\$ 10,548
	Allouez	3,800	7%	\$ 12,146
	Oneida	1400	3%	\$ 4,475
	Wrightstown	1200	2%	\$ 3,836
	Rockland	400	1%	\$ 1,279
	Morrison	500	1%	\$ 1,598
	Bellevue	3850	7%	\$ 12,306
		<b>54,750</b>		<b>\$ 175,000</b>

Municipal Savings	
Tipping Fee	\$ -
<u>Rebate (Estimated)</u>	<u>\$ 3.20</u>
<b>Total Savings</b>	<b>\$ 3.20</b>

**Option 1 Tipping Fee \$40**

Tonnage assumption **30000**

Municipalities

Revenue		Tons	Rate	Total
To BC	MSW	30000	\$ 40.00	\$ 1,200,000

Expense		Tons	Rate	Total
To OSG	MSW	30000	\$ 28.00	\$ 840,000

Gross Profit	\$	360,000
BC Est. hauling and TS costs \$0.75/ton x 115,000	\$	(86,250)
BOW penalty and rebate audit estimate	\$	(200,000)
Net Savings	\$	73,750

Signing Priority	Municipalities Delivering to OI	Tons	%	Savings
1	Green Bay	26,500	48%	\$ 35,696
	DePere	5300	10%	\$ 7,139
	Howard	4100	7%	\$ 5,523
	Ashwaubenon	4400	8%	\$ 5,927
	Suamico	3300	6%	\$ 4,445
	Allouez	3,800	7%	\$ 5,119
	Oneida	1400	3%	\$ 1,886
	Wrightstown	1200	2%	\$ 1,616
	Rockland	400	1%	\$ 539
	Morrison	500	1%	\$ 674
	Bellevue	3850	7%	\$ 5,186
		54,750		\$ 73,750

Municipal Savings	
Tipping Fee	\$ -
Rebate (Estimated)	\$ 1.35
Total Savings	\$ 1.35

**Option 1 Tipping Fee \$40**

Tonnage assumption **20000**

**Municipalities**

Revenue		Tons	Rate	Total
To BC	MSW	20000	\$ 40.00	\$ 800,000

Expense		Tons	Rate	Total
To OSG	MSW	20000	\$ 28.00	\$ 560,000

Gross Profit	\$	240,000
BC Est. hauling and TS costs \$0.50/ton x 125,000	\$	(62,500)
BOW penalty and rebate audit estimate	\$	(200,000)
Net Savings	\$	(22,500)

**Signing  
Priority**

Municipalities Delivering to OI	Tons	%	Savings
1 Green Bay	26,500	48%	\$ (10,890)
DePere	5300	10%	\$ (2,178)
Howard	4100	7%	\$ (1,685)
Ashwaubenon	4400	8%	\$ (1,808)
Suamico	3300	6%	\$ (1,356)
Allouez	3,800	7%	\$ (1,562)
Oneida	1400	3%	\$ (575)
Wrightstown	1200	2%	\$ (493)
Rockland	400	1%	\$ (164)
Morrison	500	1%	\$ (205)
Bellevue	3850	7%	\$ (1,582)
	54,750		\$ (22,500)

Municipal Savings	
Tipping Fee	\$ -
Rebate (Estimated)	\$ (0.41)
Total Savings	\$ (0.41)