

**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, August 27, 2012 at ADVANCE, 2701 Larsen Road, Green Bay, Wisconsin

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**Present:** Chair Erickson, Supervisors Dantine, Kaster, Landwehr, Sieber

**Also Present:** Executive Streckenbach, Cathy Williquette, Aaron Schuette, Jim Wallen, Paul Van Noie, Doug Marsh, Tom Miller, Dean Haen, Robert Boseley

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**I. Call Meeting to Order:**

The meeting was called to order by Chairman Bernie Erickson at 5:55 p.m.

**II. Approve/Modify Agenda:**

**Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to approve with changes to move item 4 and 18 after item 5, although shown in proper format here.**

**Vote taken. MOTION CARRIED UNANIMOUSLY**

**III. Approve/Modify Minutes of July 23, 2012.**

**Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Review minutes of:**

- a. **Facility Master Plan Subcommittee (July 19, 2012).**
- b. **Planning Commission Board of Directors (June 6, 2012).**
- c. **Planning Commission Board of Directors Transportation Subcommittee (August 13, 2012-Draft and August 29, 2012).**
- d. **Solid Waste Board (June 18, 2012).**

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to suspend the rules and receive and place on file a, b, c, & d. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Communications:**

2. **Communication from Supervisor Evans re: Brown County provide adequate land on the County Campus, located by the Jail and CTC, to the Medical College of Wisconsin. *Held for one month.***

**Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to receive and place on file. Vote taken.**

**Ayes: Dantine, Kaster, Landwehr, Erickson**

**Nays: Sieber**

**MOTION APPROVED 4-1**

3. **Communication from Supervisor Fewell re: To reduce all fees for Senior Citizens that Brown County charges by 33% including golf course, zoo, museum, Frisbee golf, rental fees, Register of Deeds, Medical Examiner fees, all County Clerk fees, including boat launch fees to honor all Senior Citizens in Brown County. *Held for a month.***

This item was addressed by the Land Conservation Committee and a recommendation made to amend and reduce fees for senior citizens at boat launches only.

4. **Communication from Supervisor Dantine re: Allow the County to use the Unrestricted Funds from Port and Solid Waste for projects instead of bonding to save millions in interest and help Port and Solid Waste to keep tipping fees low. Referred from August County Board.**

Supervisor Dantine pointed out that money in the Unrestricted Funds account is paying only ½ percent, expressing concern that the County has been borrowing annually when they could use this money instead of paying 2.5% in interest.

Dean Haen suggested that a financial analysis be conducted to determine how such a transfer would work and what the ramifications would be. It was suggested that the matter be referred to Corporation Counsel and department staff for their evaluation and review.

**Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to refer to Corporation Counsel for legal evaluation and staff for further review. Vote taken. MOTION CARRIED UNANIMOUSLY**

#### **Register of Deeds**

5. **Budget Status Financial Reports for June and July, 2012.**

Register of Deeds Cathy Williquette reported that numbers for June and July have increased due to an increase in the economy, stating that home sales have picked up. There have been two retirements with one held open during 2012, and the other planned to be held until 2013.

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

#### **PUBLIC HEARING:**

#### **Obtain public comment regarding ordinance adopting the Brown County Farmland Preservation Plan.**

Principal Planner Aaron Schuette read the public hearing notice asking for public comment on the ordinance which would adopt the Brown County Farmland Preservation Plan. Schuette explained that adoption of this plan will allow qualified Brown County landowners to continue to apply for the Wisconsin Farmland Preservation Income Tax Credit.

Hearing Open to the Public – No Comments

Hearing Closed to the Public

#### **Planning and Land Services**

#### **Land Information (no items)**

#### **Planning Commission**

6. **Budget Status Financial Report for June, 2012.**

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

7. **Resolution Appointing Patrick Ford as County Surveyor to perform the duties under Wisconsin Statutes 59.45(1) and 59.74(2).**

Jim Wallen presented a resolution which would appoint Pat Ford as County Surveyor, informing the committee that Pat has been carrying out these duties over the past three years. He

indicated there are possible liability issues if this is not an appointed position and that Pat deserves recognition for his performance.

Kaster requested a bio sheet before this matter is brought before the County Board for approval.

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

**8. Resolution re: Adopting the Brown County Farmland Preservation Plan Ordinance.**

Aaron Schuette referred to the Resolution which would adopt the Brown County Farmland Preservation Plan Ordinance, explaining this is the first part of a two step process. The second step will be to approve the ordinance.

**Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to approve the Resolution adopting the Brown County Farmland Preservation Plan Ordinance. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

**9. Ordinance to create Chapter 42 of the Brown County Code adopting the Brown County Farmland Preservation Plan.**

**Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to approve the Ordinance to create Chapter 42 of the Brown County Code adopting the Farmland Preservation Plan. Vote taken. MOTION CARRIED UNANIMOUSLY**

**10. Budget Adjustment Request (12-66): Increase in expenses with offsetting increase in revenues.**

Mr. Schuette informed the committee that this budget request relates to a revenue increase from an annual donation in lieu of the gross receipts tax for wind turbines located in Brown County. The increase in expenses is to provide funds for wetlands delineation and preliminary costs for other environmental reviews at the Brown County Farm property.

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

**Property Listing**

**11. Budget Status Financial Report for June, 2012.**

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

**Zoning**

**12. Budget Status Financial Report for June, 2012.**

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

**Public Works – Facility Management**

**13. Summary of Operations.**

Paul Van Noie, Public Works Director, reported that operations of the Public Works Department appear to be in line with the planned budget after giving consideration to timing differences.

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

14. **Budget Adjustment Request (12-62): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund).**

This budget adjustment request is to re-allocate building maintenance dollars, originally budgeted in Facility Management for Work Release Center roof replacement, to Sheriff's outlay to cover the cost of electrical upgrades needed at the Sheriff facility for the installation of a car wash system. The Work Release roofing project came in under budget allowing the dollars to be re-allocated. The cost of car wash equipment is already in the Sheriff's budget for 2012.

Supervisor Landwehr asked the possibility of making a deal with a local gas station to wash cars questioning the cost of operating a car wash. Chairman Erickson pointed out that the County Board approved a car wash in the design of the new Sheriff's building over two years ago.

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

15. **Ordinance Amending Schedule A of the Brown County Code Entitled "Speed Limits".**

A memo from the Village of Suamico regarding traffic safety concerns on CTH M was addressed. After reviewing crash history and other factors, the Village of Suamico and Brown County Highway are recommending that the speed limit on CTH M be reduced to 35 mph from Lineville Road to Autumn Wood Trail. Changes to the ordinance amending Schedule A of the Brown County Code entitled "speed limits" are as follows:

Thirty-five miles per hour from its intersection with CTH "B" in the unincorporated place known as Flintville southerly for a distance of 0.52 of a mile.

Forty-five miles per hour from a point 0.52 miles south of CTH "B" to the intersection of Autumn Wood Lane.

Thirty-five miles per hour from the intersection of Autumn Wood Lane to the intersection of Lineville Road.

**Motion made by Supervisor Landwehr, seconded by Supervisor Sieber to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

16. **Alternative Position Request Project I.D. #1450-07-00 STH 29/CTH EA (1-43 to Willow Road).**

Mr. Van Noie explained there were four proposed corridor alternatives brought forward relative to this project. The Town of Ledgeview, Brown County, and the DOT preferred Alternative #2 – a straight line corridor between I-43 and Willow Road (\$6,268,000), while the Village of Bellevue preferred Alternative #4 – an extended semi-circular corridor between I-43 and Willow Road (\$7,909,000), a difference of \$1,641,000.

Because the affected municipalities preferred different alternatives, the DOT requested that the Brown County Board provide its position on a preferred alternative. On July 26, 2010, the PD&T Committee approved a resolution requesting that the Board adopt Alternative #4 even though it was more costly (conditioned on the State of Wisconsin absorbing any additional costs related to the construction of the preferred alternative). Adoption of this resolution failed at the County Board.

On July 5, 2012, the DOT informed Brown County that it would fully fund the construction costs of Alternative #2 for the southern portion of the project with the northern section the responsibility of the appropriate units of local government. Consequently, the County decided to pursue Alternative #4, with local government incurring the additional \$1,641,000.

The Public Works Director recommended in light of the failed Resolution and the funding letter from the DOT in 2012, that Brown County move forward with Alternative #2. If the Village of Bellevue will agree to pay for all additional costs related to Alternative #4 and bear any financial risks for failed efforts to secure necessary properties for this alternative, the County will work with the Village on the Alternative #4 proposal.

Supervisor Kaster pointed out that a decision had been tabled until an environmental impact study was completed by the DOT. Cole Runge, Brown County Planning Department, explained that such study was received in July of 2012. At this time, Kaster stated that although Ledgeview was initially opposed to Alternative #4, they are now in favor. Additional discussion by the committee resulted in the suggestion to have representatives from Ledgeview and Bellevue at the next PD&T meeting.

**Motion made by Supervisor Kaster, seconded by Supervisor Dantine to hold for 30 days to request Representatives from Ledgeview and Bellevue to be present at the next PD&T meeting. Vote taken. MOTION CARRIED UNANIMOUSLY**

17. **Director's Report.**

Public Works Director Van Noie distributed a report (attached) explaining that staff has been working jointly with Central Library maintenance staff on the planning and scoping of the Central Library project. He indicated that Raasch Engineers & Architects to has been hired to provide the appropriate specifications for project bidding. They are preparing Requests for Bids (RFB) and anticipate bid approvals by the 9-24-2012 PD&T committee meeting for elevator upgrades and heaved concrete replacements.

Project priorities are to replace the main disconnect switch, upgrade the elevator, address safety concerns, along with planned maintenance relative to the rooftop condensing unit, disconnect switch, book drop modifications, data/communications IDF enclosures, transfer switch installation, flooring replacements, etc. Estimated cost of these projects is \$451,200.

Van Noie reported there were no projects completed during this reporting period. Questions were asked relative to the report on 12 hour work days in July related to work on the Sturgeon Bay Bridge to which Van Noie replied that all hours were state reimbursed.

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

Although shown in proper format, Item #4 was taken at this time.

**Port and Solid Waste**

18. **Resolution Establishing Solid Waste Management Services Agreements and Contracts.**

A resolution presented for approval to establish Solid Waste Management Services was addressed. This agreement is for the provision of long-term solid waste management services which would include storage, source separation, processing, treatment, recovery, and disposal of solid waste.

Dean Haen explained that in 2002 Brown County signed a 25-year agreement with Outagamie and Winnebago Counties to share landfill disposal services and to construct engineered sanitary landfills that would meet both federal design standards and Wisconsin DNR standards.

Brown County has established a tiered tipping fee system that provides a “preferred rate” (\$40/ton) to customers to provide economic incentives and utilize the Brown County facility. Those customers who do not participate in the agreement will receive a “gate rate” (\$43/ton). Haen explained the terms and responsibilities to Brown County.

Additional discussion by the committee related to length of the agreement, 5 years or 10 years, resulted in Haen stating he would prefer a 10 year term, although would be willing to consider 5 years. Overall consensus of the committee was to approve the agreement.

**Motion made by Supervisor Landwehr, seconded by Supervisor Kaster to approve. Vote taken.  
MOTION CARRIED UNANIMOUSLY**

19. **WI Dept. of Ag, Trade and Consumer Protection (DATCP) 2013 Unwanted Prescription Drug Grant –Request for Approval.**

The Department of Agriculture, Trade & Consumer Protection (DATCP) is requesting applications for a 2013 Unwanted Prescription Drug Grant. Grants distributed for the drug collection are handled under the umbrella of the Wisconsin Clean Sweep program. Approximately \$100,000 is available for municipalities to collect, transport, and dispose of unwanted prescription drugs. Funds will be disbursed as reimbursement for eligible expenses incurred. Staff recommendation is to approve.

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

20. **WI Dept. of Ag, Trade and Consumer Protection (DATCP) 2013 Household Hazardous Waste/Ag Program Grant – Request for Approval.**

This request for approval relates to the 2013 Wisconsin Clean Sweep Program with a goal to reduce the health and environmental risks posed by hazardous wastes and unwanted chemicals. Through a competitive process, DATP will provide funds to assist municipalities and involve as many residents as possible in collection events.

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

21. **Cat Island Stone Bid Update.**

Haen referred to quotes (not bids) in packet material for stone procurement at Cat Island received from Daanen & Janssen, Peters Concrete, and Michels Materials. He explained the cost to transport per ton was computed using a trucking cost including labor and an estimated load size of 19 tons/truck loads for armor stone and 21 tons/truck loads for core stone.

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

22. **Port Area and Solid Waste Area Budget Status Financial Reports for July, 2012.**

Haen reported that Port expenses are on track, noting they are somewhat lower since there is no Port Manager. Dollars for Cat Island are not shown at this time. On the Solid Waste side, Haen reported that expenses are on target.

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

22. **Director's Report.**

Haen reported activities during the last reporting period, providing aerial photos of dredging and operations at the Bayport site and at Renard Island. Within the next two years, it is expected that Renard Island will be complete.

A groundbreaking ceremony and events for Renard Island will be held on Friday, October 19<sup>th</sup>. Details as to location will be provided.

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

**Airport**

23. **Budget Status Financial Report for July, 2012.**

Airport Director, Tom Miller, reported that expenses at the airport are under budget for 2012. He indicated that an adjustment was made in the air conditioning system which resulted in a savings. Through the end of July, revenue improved significantly due to an accounting process with contractors in cooperation with the State.

Miller reported that passenger traffic is down compared to a year ago as a result of the economy and also because of the fare structure in Milwaukee.

Supervisor Landwehr stated he has heard that Oneida tribal members are allowed to hunt on airport property. Miller explained that hunting is allowed within a fenced area in an attempt to eradicate the deer herd. There is a Wildlife Management Plan through the USDA for the next 10 years which is monitored annually.

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

24. **Director's Report.**

Miller highlighted activities during the last reporting period as follows:

- Met Jet will begin service on October 7<sup>th</sup> from Green Bay to Orlando & Fort Myers (details attached).
- American Airlines has filed bankruptcy. They have, however, paid back rent and are no longer in arrears.
- Meetings have been held with the Chamber of Commerce and with the County Executive to discuss stimulation and expansion of air service in the area.
- Vice-President Joe Biden will be in Green Bay on Sunday, September 2<sup>nd</sup>. Particulars of the event will be announced.
- Two employees (electricians) worked 12 hours during a 24 hour time period in July to install equipment.

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

26. **Closed Session Pursuant to Wis. Stats. § 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (RFP)**

**Motion made by Supervisor Dantine, seconded by Supervisor Kaster to enter into closed session.  
Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to return to regular order of business. Vote Taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Kaster, seconded by Supervisor Dantine to move forward with RFP for project 16-10.**

**Ayes: Dantine, Kaster, Landwehr, Erickson**

**Nay: Sieber**

**MOTION CARRIED 4-1**

**Other**

27. **Audit of bills.**

**Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to pay the bills.  
Vote taken. MOTION CARRIED UNANIMOUSLY**

28. **Such other matters as authorized by law.**

Fred Monique distributed handouts relative to advancing economic development in Brown County, highlighting areas of current tenants and statistics regarding the revolving loan program, microloan program, culinary, and graduate numbers (see attached). Monique indicated that the total impact of the Advance economic programs totals \$55,716,721.

County Executive Streckenbach referred to his report in file material indicating that he has created a Brown County Economic Development Task Force comprised of key business leaders, technical experts, and local government officials with the objective of sustaining and growing jobs within the county. This overall effort, he stated, is centered around four individual committees that are focusing on core county infrastructures such as airport, port, rail, and waste stream to develop comprehensive plans aimed at meeting the current and future needs of area businesses while also providing potential tools to attract new companies to the area.

Streckenbach indicated that the Brown County Port/Rail Development group has adopted a primary short-term goal of determining the feasibility of re-establishing a rail ramp in our area to provide local companies alternative modes of cost efficient transportation for their freight. A survey was designed by this group to determine freight volume, transportation requirements, and destinations of freight for area manufacturers. This survey is being returned to Advance for review, compiling of feedback, and further reporting. Monique indicated that the goal is to receive comments from all manufacturers in Brown County and to get the Canadian National Railroad back on the railways. Follow-up is being done on those who have not yet responded.

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

**Motion made by Supervisor Dantine, seconded by Supervisor Sieber to adjourn at 8:53 p.m.  
Vote Taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Alicia A. Loehlein  
Recording Secretary



Summary:

- Outlying District (35 mph typical +/- 10 mph)
- 45 mph Existing Limit
- 35 mph Proposed Limit
- 1.86 Miles
- 4 Right Angle Corners
- 4 Advisory Speeds
- 10 Side Streets
- 16 Driveways



BROWN COUNTY  
PUBLIC WORKS DEPARTMENT

CTH M – Lineville Rd. to Autumn Wood Trail

CREATED: 8/14/12 PAGE NO:

REVISED: 1

# Memo

**To:** Randy Loberger, DPW  
**From:** Jim Kowalkowski  
**Date:** 08/10/12  
**Re:** CTH M Speed Limit Recommendation

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The Village of Suamico Health & Safety Committee met on July 10, 2012 in regards traffic safety concerns on CTH M. After reviewing crash history and other warranting factors, the Committee unanimously recommended that Brown County reduce the speed limit on CTH M to 35 mph from Linville Road to Autumn Wood Trail.

The Committee agrees with Brown County Highway that this speed reduction will improve the safety of this roadway.

Could you please forward this informational request to the appropriate County officials for them to review this recommendation.

Please give me a call at 676-9170 if you have any questions in this matter.

Sincerely,

Jim Kowalkowski #169

DEO II

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE  
GREEN BAY, WI 54303

PHONE (920) 662-2160 FAX (920) 434-4576  
EMAIL: bc\_highway@co.brown.wi.us

PAUL H. VAN NOIE  
DIRECTOR

Meeting: Planning, Development & Transportation Committee  
Meeting Date: 8/27/12  
Public Works Report

REPORT TO: PD&T Committee

REPORT FROM: Paul Van Noie  
Public Works Director

AGENDA ITEM: Project I.D. #1450-07-00, STH 29/CTH EA (I-43 to Willow Road)  
Alternative Position Request

ACTION REQUESTED: Motion to Approve Alternative #2

ISSUE: Brown County's recommendation for corridor selection of the above-mentioned project.

BACKGROUND INFORMATION: With regards to the above-mentioned project, there were four proposed corridor alternatives brought forward.

The Town of Ledgeview, Brown County, and The Wisconsin Department of Transportation (WisDOT) preferred Alternative #2, a straight line corridor between I-43 and Willow Road. The Village of Bellevue preferred Alternative #4, an extended semi-circular corridor between I-43 and Willow Road (see the attached diagrams showing the two alternatives). The estimated cost for each Alternative is as follows:

	<u>Alternative # 2</u>	<u>Alternative # 4</u>
CTH EA north of Kewaunee Road	\$1,957,900	\$2,570,000
STH 29 south of Kewaunee Road	\$4,310,100	\$5,339,000
<b>Total for Corridor</b>	<b>\$6,268,000</b>	<b>\$7,909,000</b>

The total additional cost for Alternative #4, compared to Alternative #2, is an estimated \$1,641,000.

Because the affected municipalities preferred different alternatives, WisDOT requested that the Brown County Board of Supervisors (Board) provide its position on a preferred alternative for the Subject project. On July 26, 2010, the Planning, Development & Transportation Committee approved a resolution entitled "Resolution Determining Connectivity of Wisconsin Highway 29 and County Highway EA" (Resolution) and voted to forward it onto the County Board of Supervisors for adoption at their August 18, 2010, meeting. This Resolution requested the Board adopt Alternative #4, which was estimated at \$1,641,000 more costly than Alternative #2.

It further set forth that the adoption of Alternative #4 was conditioned on the State of Wisconsin absorbing any additional costs related to the construction of the Board's preferred alternative. However the motion failed at the County Board level and the Resolution was not adopted.

On July 5, 2012, WisDOT informed Brown County Public Works that it would fully fund the construction costs of Alternative #2 for the southern portion of the Subject project; the northern section of the Subject project is the responsibility of the appropriate units of local government (see the attached letter from WisDOT). Consequently, if the County decides to pursue Alternative #4, these local government units would incur the additional \$1,641,000 set forth above.

Therefore, in light of the failed Resolution and the funding letter received from WisDOT in July 2012, it is my suggestion and recommendation to move forward with Alternative #2. However, should the Village of Bellevue agree to pay for all additional costs related to Alternative #4, and bear the financial risks for failed efforts to secure necessary properties for this alternative, the County will work with the Village on the Alternative #4 proposal.

**RECOMMENDATION ACTION BY COMMITTEE:** Recommend the PD&T Committee approve Alternative #2 above and forward to the County Board of Supervisors for approval.

**ALTERNATIVES:**

The Committee could take the following action:

- Table the recommendation
- Decline the recommendation
- Amend/change the recommendation

**FISCAL IMPACT:**

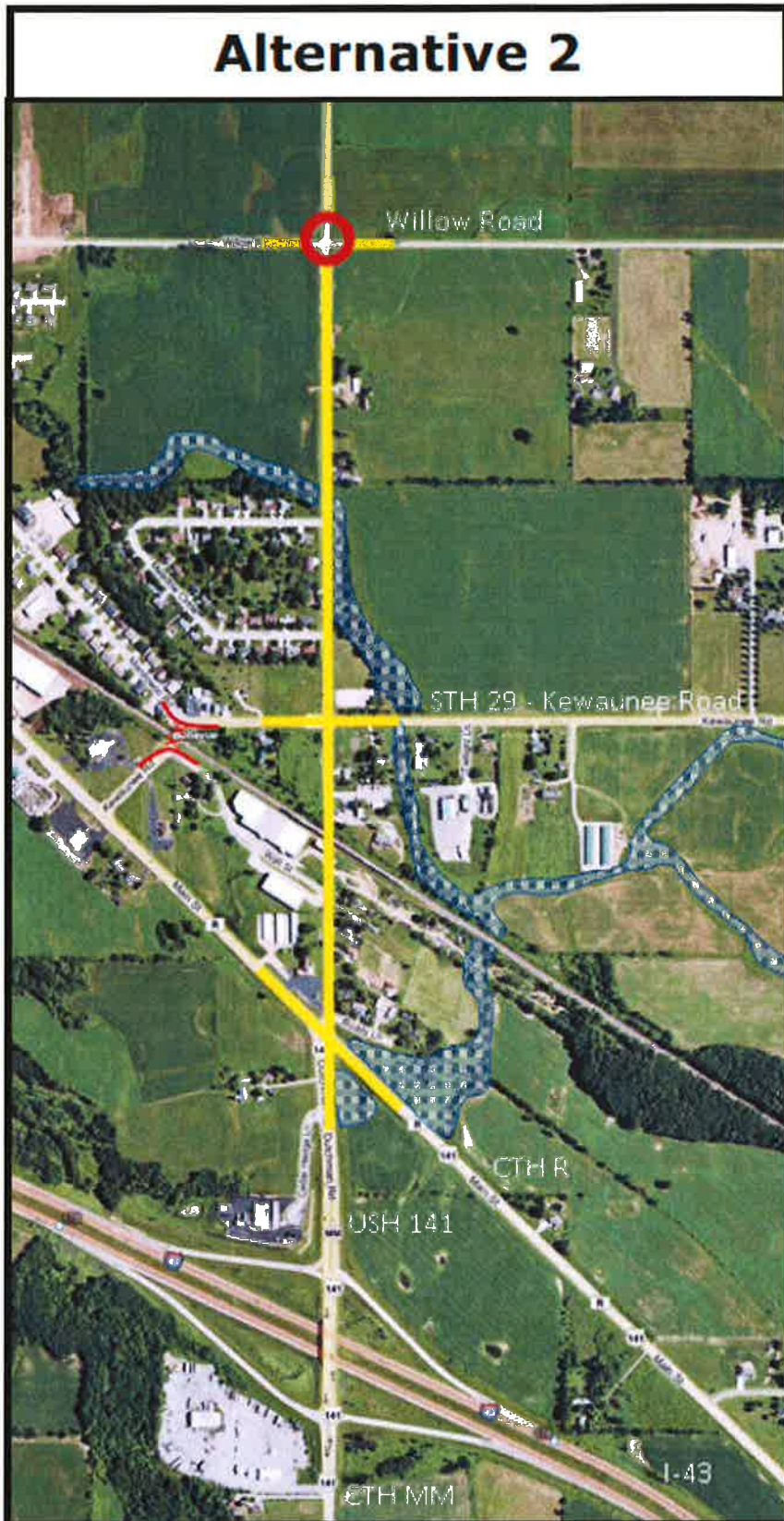
- |                              |   |
|------------------------------|---|
| 1. Is there a fiscal impact? | Yes   |
| 2. Is it currently budgeted? | No  |
| 3. If budgeted, which line?  | N/A   |
| 4. Amount?                   | Alternative #2 is \$1.64 million less than Alternative #4 |

**SUPPORTING INFORMATION:** See attached.



PROJECT CTH EA Connection to I-43		JOB NO.			
SUBJECT Alternative #2		SHEET NO. OF			
ORIGINATED BY WisDOT	DATE 2/11/10	CHECKED BY	DATE	CALC. NO.	REV. NO.

**PROJECT LOCATION MAP**





PROJECT  
CTH EA Connection to I-43

JOB NO.

SUBJECT  
Alternative #4

SHEET NO.  
OF

ORIGINATED BY  
WisDOT

DATE  
2/11/10

CHECKED BY

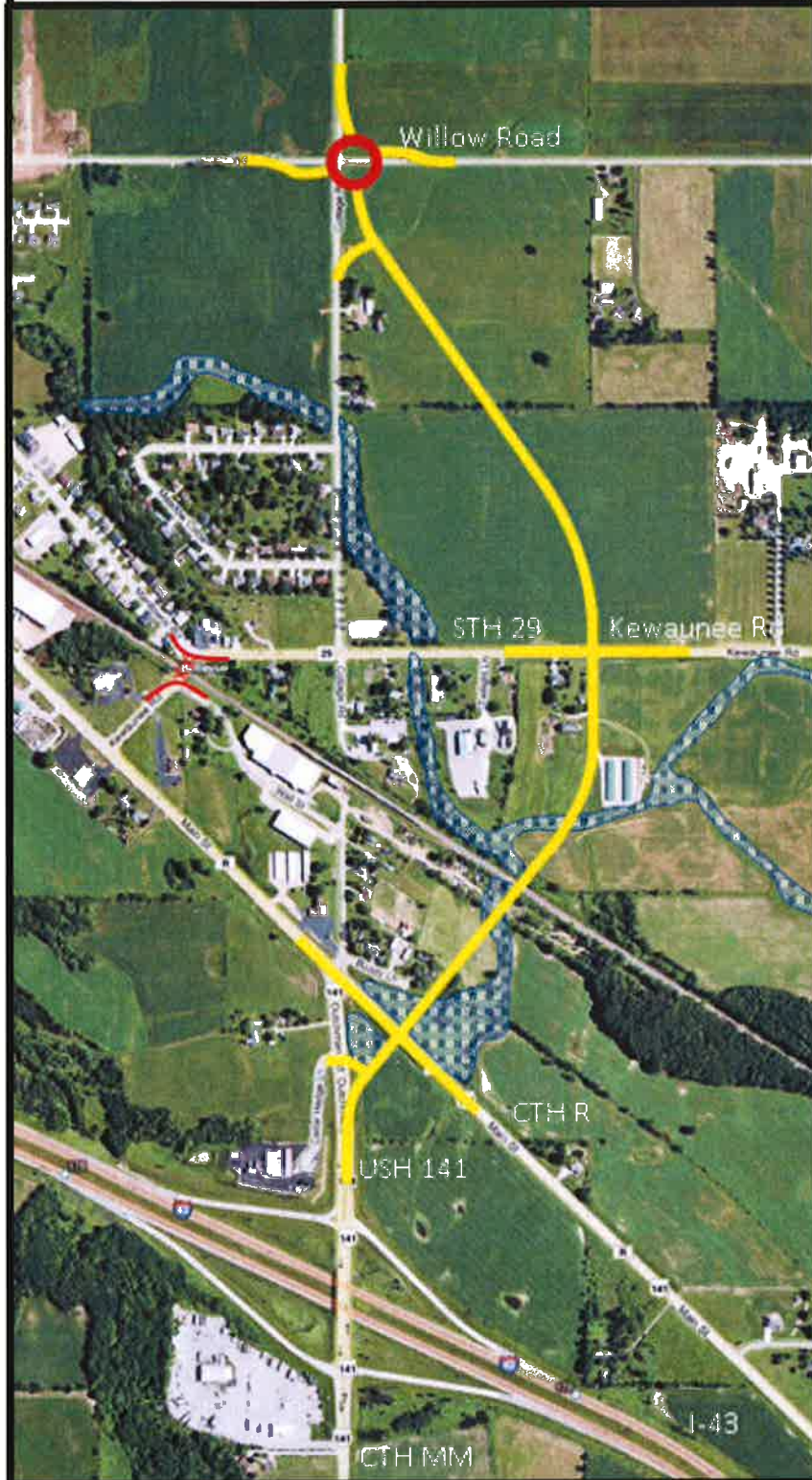
DATE

CALC. NO.

REV. NO.

PROJECT LOCATION MAP

# Alternative 4



# Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement and the Addenda (the "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port and Solid Waste Department and \_\_\_\_\_ (the "Customer"). Brown County and the Customer shall collectively be referred to herein as "the Parties." Capitalized terms used but not defined in this Agreement are defined in Section 1.

## WITNESSETH:

**WHEREAS**, Brown County desires to enter into an agreement with Customer for the provision of long-term solid waste management services on the terms and subject to the conditions provided herein, such services to include the storage, source separation, processing, treatment, recovery and disposal of Solid Waste ("Solid Waste Management Services"); and,

**WHEREAS**, Customer wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost and,

**WHEREAS**, in 1975 the Brown County Solid Waste Department and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to sufficient economically and 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 Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") 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**, Brown County has established a multi-tiered Tipping Fee system that provides a Preferred Rate to Customer to provide economic incentives to commit to utilizing the Brown County Solid Waste Management System; and,

**WHEREAS**, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate (not the Preferred Rate); and,

**WHEREAS**, Brown County has the legal responsibility to act as policy making body for the Solid Waste Department and "shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management" {§12.01(4) Brown County Code} and therefore Customer can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Department or the Brown County Solid Waste Board; and,

**WHEREAS**, Brown County and Customer agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County's Landfill, transfer station or designee for all Solid Waste generated by Customer and to guarantee the delivery of all Customer's Solid Waste to Brown County for disposal to justify such Preferred Rate; and,

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and the Customer agree as follows:

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

A. "Additional Services" means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Recycling Program, Recycling Education, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance and Scrap Metal Recycling.

- B. "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.
  - C. "Designated Drop Off Location" means the Landfill, Transfer Station or other final disposal destination designated by Brown County as the location for Waste to be delivered pursuant to this Agreement.
  - D. "Director" means the Director of the Brown County Port and Solid Waste Department or their designee.
  - E. "Force Majeure" means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; 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; changes in Federal or State laws, rules, regulations, permits, licenses or budgets.
  - F. "Gate Rate" means a Tipping Fee higher than the Preferred Rate, as provided in Addendum #1.
  - G. "Hazardous Waste" means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
  - H. "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 and operate a landfill or other solid waste treatment facilities.
  - I. "Host Community Agreement" means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
  - J. "Landfill" means the designated BOW landfill facility in use during the period of this Agreement.
  - K. "Plan of Operation" means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
  - L. "Preferred Rate" means the lowest rate among the multi-tiered Tipping Fee offered, as provided in Addendum #1.
  - M. "Solid Waste" means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.
  - N. "Solid Waste Reduction Measures" means recycling or other measures taken by Customer to reduce the amount of Solid Waste generated by the municipality.
  - O. "Tipping Fee" means the disposal rate on a per ton basis established by the Board for the disposal, salvage or beneficial use of delivered Solid Waste and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
  - P. "Transfer Station" means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- 2. AGREEMENT** - This Agreement supersedes all previous Solid Waste Management Services agreements between Customer and the Board.

3. **TERM** – The term shall be the one checked by the municipality

- The initial term of this Agreement will be ten (10) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.
  
- The initial term of this Agreement will be five (5) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 90 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

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

- A. Subject to the terms of this Agreement, Brown County agrees to accept for disposal all of the Customer's collected and/or contracted collections of residential, industrial and commercial Solid Waste, provided such waste is of a kind or nature that may be legally accepted at the Designated Drop Off Location. It is understood by the Parties that Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.
- B. The Transfer Station will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location, if an emergency condition warrants.
- C. Brown County will make available to Customer certain Additional Services which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- D. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- E. Brown County agrees to meet with Customers in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- F. Brown County agrees as part of its 2012 Strategic Planning effort to include Customers as stakeholders.
- G. Brown County and Customer shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and the Customer mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Customer. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and the Customer.
- H. In the event that Brown County, without the assistance of Customer, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation

of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.

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

- A. Unless otherwise authorized in writing by the Director, Customer agrees to deliver all collected and/or contracted collections of acceptable Solid Waste generated by Customer and its constituents or residents for the term of this Agreement to the Designated Drop Off Location. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Customer.
- B. Customer will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Customer shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop Off Location. If unacceptable waste is delivered to the Designated Drop Off Location, the Director or designee shall notify the Customer to have the waste removed, transported and disposed in accordance with all applicable laws. If the Customer is unable to remove the waste within six (6) hours, or the close of the same business day, whichever comes first, Brown County may, but is not obligated to, manage the waste at its discretion and at the Customer's sole expense. Customer is responsible for any and all costs associated with limiting the Designated Drop Off Location operation and/or for any other Designated Drop Off Location users' additional costs associated with the user's inability to use the Designated Drop Off Location due to unacceptable waste delivered to the Designated Drop Off Location by the Customer. Customer shall indemnify and hold harmless Brown County for any costs incurred as a result of Customer's failure to comply with this paragraph Five.
- D. The Customer shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Customer shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for the Customer.

**6. TIPPING FEE** – The initial Preferred Rate and the Gate Rate of the Tipping Fees for this Agreement shall be identified in Addendum #1. The Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted January 1 of each year in Brown County's discretion. 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). In addition to the CPI-W adjustment, the Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Customer for a Tipping Fee increase.

**7. TRANSFER STATION & LANDFILL OPERATING DAYS AND HOURS** –Brown County agrees to receive at the Designated Drop Off Location Customer's Solid Waste 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. Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Customers of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop Off Location during inclement weather, such as days with high winds or any day which makes the disposal of wastes under existing state law unacceptable to Brown

County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director's sole discretion. Customer may, with at least twenty-four (24) hours notice, request the Director to extend normal operating hours. Customer agrees to pay an hourly rate established by Brown County for extended hours.

8. **PENALTIES** –Customer is obligated to deliver all Solid Waste to Brown County, as provided in Paragraph 4. In the event that Customer diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Customer. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.
9. **FORCE MAJEURE** – Should Brown County or Customer 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, Brown County or Customer shall be excused from performing such obligations or conditions while Brown County or Customer is so delayed or prevented and for ten (10) days thereafter. The Director shall arrange for Customer's Solid Waste to be accepted for disposal at another landfill during any Force Majeure event which prevents normal operations at the Designated Drop Off Location. The costs associated with alternative disposal and transportation shall be the responsibility of Customer.
10. **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.
11. **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 its actual 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.
12. **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 \_\_\_\_\_
13. **DAMAGES** –Customer shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Customer's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Paragraph 4 hereof. The Customer shall also pay Brown County the penalties, if any, called for by Paragraph 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.
14. **TERMINATION** –This Agreement is null and void if Brown County determines not to renew the BOW for consecutive 25-year terms, or if the Landfill reaches capacity. Customer may terminate this agreement upon one (1) year written notice if Brown County raises Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.
15. **SEVERABILITY** – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement. The recitals above are non-enforceable as terms of this Agreement.

**16. APPLICABLE LAW** – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. The Customer and Brown County waive any sovereign immunity for purposes of enforcement of this Agreement and agree to sue and be sued in the appropriate municipal or state court with regard to enforcement of this Agreement or with regard to issues arising out of interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

**17. HOLD HARMLESS** – Brown County agrees to defend, indemnify, save and hold harmless Customer, its officials, officers, employees and agents, from and against any and all liability, damage, loss, claim, demand, and action arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. It is the intent of this clause that Brown County will defend or pay the defense expenses of Customer and reimburse Customer for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Customer when such claim or litigation is based upon the above. Nothing in this Paragraph 18 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law.

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

\_\_\_\_\_  
Troy Streckenbach

Municipality of \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

## **Addendum #1**

This Addendum #1 is incorporated into and made a part of the Agreement by this reference.

The Preferred Rate tipping fee for 2013 is \$40.00/ton; the Gate Rate is \$43.00/ton. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

## **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 Director 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 Director in writing
8. Incinerator residue, unless approved in advance, by the Director in writing
9. Contaminated soil, unless approved in advance, by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance, by the Director 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

## Addendum #2

This Addendum #2 is incorporated into and made a part of the Agreement by this reference.

This Addendum #2 shall only become effective, if the WASTE TRANSFER AND HANDLING AGREEMENT is executed by and between Brown County and Oneida Energy, Inc. (“OEI”) and the OEI waste gasification project becomes operational. This Addendum #2 shall only remain in effect so long as the OEI waste gasification project remains operational. All capitalized terms used herein but not defined in this Addendum #2 shall be defined as provided in the Agreement.

### 1. Definitions

- A. Infectious Waste means waste defined as infectious and medical waste as defined by sections 287.07(7)(c)1. c., and 299.51(1)(b) of the Wisconsin Statutes. Tissues, diapers, sanitary napkins, kitty litter and similar items commonly disposed of in ordinary household waste shall not be deemed to be Infectious Waste if included in small amounts customarily found in waste from residential sources so long as the disposal and processing of such material by OEI at the Facility is permitted by, and shall not cause or result in OEI being in violation of, applicable laws, statutes, rules, regulations, permits and orders of any and all governmental entities having jurisdiction over OEI and/or the Facility.
  - B. Non-Processable Waste means waste that cannot be processed or used for fuel at the OEI Facility, including but not limited to concrete, stone and other noncombustible inorganic materials.
  - C. OEI Facility means the waste gasification facility proposed for development 1230 Hurlbut St., Green Bay, Wisconsin.
  - D. Unacceptable Load means an entire truck load of Non-Processable Waste.
2. To the extent Customer is allowed by the Waste Transfer and Handling Agreement executed between Brown County and OEI to direct Solid Waste to the OEI Facility, then Customer shall not deliver to the OEI Facility any Hazardous Waste, Infectious Waste or an Unacceptable Load.
  3. Should Customer deliver to the OEI Facility Hazardous Waste, Infectious Waste or an Unacceptable Load, the cost of managing such delivery shall be allocated as follows:
    - A. If an Unacceptable Load is delivered to the Facility by Customer, and is rejected by OEI before Customer leaves the OEI Facility, the Unacceptable Load shall be reloaded onto Customer’s vehicle for delivery to the Designated Drop Off Location at Customer’s sole expense.
    - B. If an Unacceptable Load is delivered to the Facility by Customer, unloaded onto the tipping floor, and is rejected by OEI after the Customer leaves the OEI Facility, OEI shall be solely responsible for the cost to transport the Non-Processable Waste to the Designated Drop Off Location. The tipping floor is generally referred to as the location at disposal facility where waste is unloaded from the truck.
    - C. If an Unacceptable Load or other Non-Processable Waste delivered to the OEI Facility by Customer is determined to be Hazardous Waste or Infectious Waste, Customer shall be solely responsible for the cost to transport the Hazardous Waste or Infectious Waste to the Designated Drop Off Location.

4. Brown County agrees to use commercially reasonable efforts to secure indemnification protection from OEI for the disposal of Customer's wastes and shall, to the extent commercially reasonable, attempt to obtain OEI's agreement that such indemnification benefits flow to and benefit Customer.
5. If a mutually acceptable agreement is executed between Brown County and the OEI, beginning six months after the OEI Facility becomes fully operational, and every six (6) months thereafter, Brown County will conduct a financial review of savings realized by such an agreement. After each six (6) month financial review, Brown County agrees to rebate to Customers, on a per ton basis, any savings realized from supplying Solid Waste to the OEI Facility, less operating and management costs incurred by Brown County. Operation and management costs may include, but are not limited to, costs incurred by Brown County for Customers failure to perform pursuant to paragraph three (3) of this Addendum #2; any increased transfer station operation and hauling costs associated with delivering Solid Waste to OEI; and any failure by Brown County to deliver its 95% Solid Waste commitment to a landfill, as required by the BOW Agreement

The financial review shall include an evaluation of the difference between the Preferred Rate charged to the Customer and the rate paid to OEI by Brown County for supplying Solid Waste to the OEI Facility, Brown County's operation and management costs and the net savings realized by Brown County. The resulting net savings shall be distributed to Customers in proportion to each Customer's per ton contribution of Solid Waste as a percentage of the total tonnage delivered to the OEI Facility and Transfer Station.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

\_\_\_\_\_  
Troy Strechenbach

Municipality of \_\_\_\_\_

\_\_\_\_\_  
(Customer Official)

\_\_\_\_\_  
(Title)

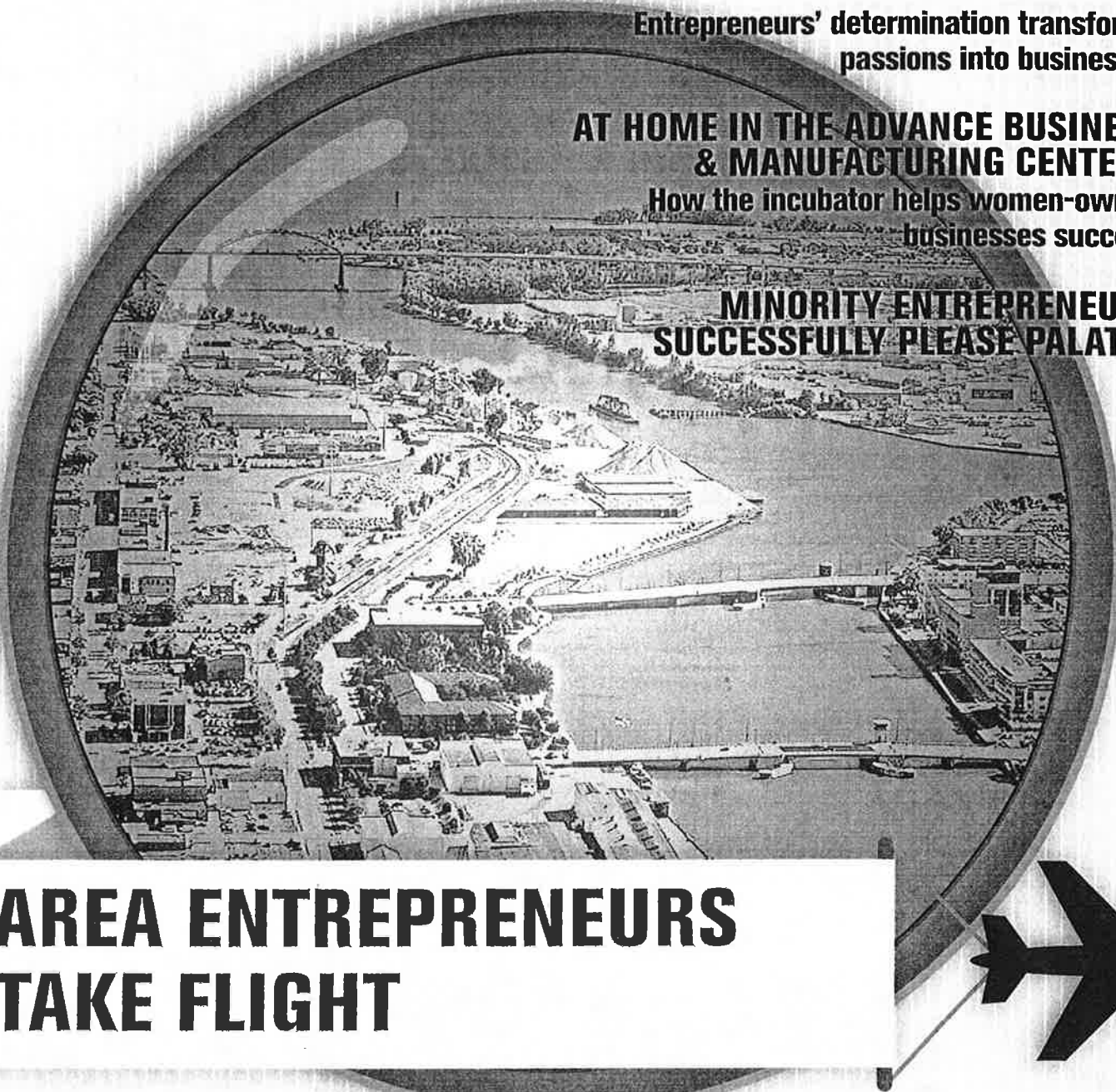
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# BBJ

B A Y B U S I N E S S J O U R N A L

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**DREAMS TAKE FLIGHT -**  
Entrepreneurs' determination transforms  
passions into businesses

**AT HOME IN THE ADVANCE BUSINESS  
& MANUFACTURING CENTER -**  
How the incubator helps women-owned  
businesses succeed

**MINORITY ENTREPRENEURS  
SUCCESSFULLY PLEASE PALATES**

**AREA ENTREPRENEURS  
TAKE FLIGHT**



GREEN BAY'S SUPERIOR BUSINESS MAGAZINE FOR MORE THAN A DECADE



(25)



COVER STORY

# METJET IS TAKING OFF

NANCY BARTHEL TEXT SUBMITTED PHOTOGRAPHY

So can you remember the last time you flew out of Austin Straubel in Green Bay to a prime destination — direct mind you — and your flight included not only free luggage but also an actual meal prepared by Great Harvest Bread Company in De Pere?

*"We're ready, and this is exciting." — Mike Heisman, CEO and founder, MetJet*

Well, your wait is almost over when tour operator MetJet (see [metjet.net](http://metjet.net)) takes to the sky in October to offer weekend flights direct to Orlando and midweek flights direct to Fort Myers, Fla.

MetJet is the creation of the dedicated aviation enthusiast and entrepreneur Mike Heisman. At 35 years old, MetJet's CEO and founder is only a couple months away from seeing his first customers step aboard its Sun Country charter flights to the Sunshine State.

"It's an area I absolutely love," says Heisman of aviation, and his business is a dream come true for this man who has spent much of his adult life working to create MetJet. His goal is to offer an underserved market like Green Bay the opportunity for direct service to a highly desired market like Florida. And what this means for Northeast Wisconsin is big, and Sun Country, well-known as a charter flight operator, has recognized this. It has redesigned its schedule of charter flights to service the Green Bay market.

Heisman has based MetJet in De Pere and the very visible location of 400 Reid St.

He already knew during college that he wanted to get into the field of aviation tour operations and decided when he graduated from Southern Georgia University in Statesboro, Ga., that he would give himself five years, working as hard as he could in his chosen field of logistics, before beginning his venture.

This community deserves MetJet, says Heisman, and his goal is to provide the highest level of customer service. Plus, he adds, "We're doing everything we can to keep our ticket prices low." And it will be less than traveling to Milwaukee and flying to Florida from there, he says.

Heisman caught the aviation bug early in his life. Numerous family members work in aviation, and though he is not a pilot, Heisman comes to his business with some heavy-duty credentials. A Georgia native, he fell in love with Wisconsin when he moved to Green Bay with Schneider National.

Known for his logistics savvy, he kept to his goal of creating MetJet, and for three years (from 2007 to 2010) he traveled every seven weeks from Green Bay to London, England, to study at Cranfield University where he earned an executive master's degree in supply chain/transportation. During his studies he had access to some of the best aviation minds in Europe as he prepared his thesis – and his business plan – for MetJet. It was a big decision to pursue this education, he says, using every credit card he had to finance his education there. Billboards for MetJet originally went up earlier this year. But that's when his well-prepared business plan hit a very unexpected snag – all due to an event beyond Heisman's control – within weeks before his first departure was set to take off in late May.



MetJet staff includes (from left) Anne Basten, Mike Heisman, Kim Boone and Nikki Zerjav.

Through no fault of his own, his credit card processor notified him in late April that it would stop servicing MetJet.

A business similar to MetJet called DirectAir shut down operations on March 12, with passengers being left stranded. That company ultimately went into bankruptcy. As a result, DirectAir's credit card processor became liable for millions of dollars. MetJet was among similar businesses to feel the ripple effect of the DirectAir situation, says Heisman.

With no way to process credit cards, Heisman and his board of directors – all of whom he says he specifically selected because of their unique expertise in various fields – decided to proactively cancel flights until Oct. 1. MetJet was able to smoothly refund all reservations, says Heisman, with its money in an escrow account until each passenger actually takes his or her flight.

It was a tough and embarrassing time Heisman readily admits. But, he says, "That thing that shut us down really made us stronger in the long run."

During the interim he not only brought on a new credit card processor, but also redid his reservation system and added the destination of Fort Myers to his business plan. The Wednesday departure means travelers can enjoy a week in the Fort Myers area or if they'd like, create a 10-day Florida vacation by flying back home from Orlando on a weekend.

"We're ready, and this is exciting," says Heisman. "Since we started, Fort Myers has been the number one requested destination particularly during the winter, and we're very happy to add this to our list of services."

Plus today he has more than 200 other individuals with skin in the game – together they own \$500,000 in MetJet stock, and Heisman plans to announce a second stock offering soon. For each 1000 shares an individual purchased at two dollars each, they receive two



When Heisman moved to Green Bay to work with Schneider in 2005 he had lived in 11 cities in five years. It is the people in the area that make all the difference, he says. "I've lived in big cities, I've lived in small cities ... this is really what I was looking for."

He wants everyone to realize that MetJet was specifically designed as it is now for the people of Northeast Wisconsin. Advertising is one thing, but, he says "we need word of mouth" to make MetJet successful. He says he routinely has other communities contacting him about expanding into their markets as well.

"I have spent my entire adult life building this," says Heisman. And as he built the business model he not only looked to his education, work experience and pure desire, but he never forgot what he learned during an internship at Walt Disney World where he had the opportunity to learn from Disney Masters at their on-site school. "The thing that I learned is that it doesn't take a lot of money to create a positive experience," he says. Plus, "If you're going to do it, do it right, and if not, don't do it."

That's one of the reasons he decided to offer meals on all departures from Green Bay. He thought about who his customer is going to be, and that will include children. A selection of sandwiches from Great Harvest Bread Company in De Pere will also include one of their famous cookies. The children's meals will include fruit. The goal is to make for a happier flight for everyone and help fill the time while in flight. Passengers will grab their meals as they board their flight.

***"I have no doubt that MetJet will be profitable. I believe in the concept, always have, and I have always believed in Mike Heisman." — Jerry W. Wilson, Ph.D., College of Business Administration at Georgia Southern University***

And working with a local provider like Great Harvest Bread Company, "It tells the story of how we're trying to do things in Green Bay," says Heisman.

"He embodies all the positive attributes of an entrepreneur," says Monique, adding that the support he has from local business and the community will be part of what makes MetJet successful.

"Many times you see a great business plan, fewer times you meet a great entrepreneur. This time I saw both together," adds Chaplin. "He also has an unshakeable belief that all successful entrepreneurs possess."

"It takes a commitment over nearly everything else in the short run to get it off the ground and keep it alive in infancy," says Chaplin. "Mike has that plus great knowledge and experience in the logistics, transportation and airline business. He has withstood criticism and setbacks that were not even remotely related or knowable that threatened to kill his business — and he has prevailed." 🐦

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\*Any group of 4 or more that are traveling under the same confirmation number on MetJet flights to/from Orlando this October, November, December will receive one FREE round-trip ticket for future travel for every 4 tickets purchased for their group. Ticket will be issued after travel is completed.



# ADVANCING ECONOMIC DEVELOPMENT IN BROWN COUNTY

2011-2012 ADVANCE Program Highlights and Economic Impact

ADVANCE INCUBATOR	
<p><b>Current Tenant Stats</b>            Total tenants: 36            Jobs created: 111.5*            Total tenants' payroll: \$4.98 Million*</p> <p><b>Economic Impact of Current Tenants</b>            Estimated spending: \$8.3 million*            Est. county sales and other tax: \$35,644            Est. county property tax (homes): \$76,212</p> <p><b>TOTAL IMPACT: \$8.4 M</b></p>	<p><b>Graduate Stats**</b>            Graduates surveyed: 20            Jobs created: 683            Payroll: \$26.5 million</p> <p><b>Economic Impact of Incubator Graduates**</b>            Estimated spending: \$44.1 million            Est. county sales and other tax: \$218,341            Est. county property tax (homes): \$466,844            County property tax (business): \$136,990</p> <p><b>TOTAL IMPACT: \$44.9 M</b></p>

ADVANCE LOAN PROGRAMS	
<p><b>Microloan Program Stats</b>            Loan recipients: 16            Total amount loaned: \$520,000            Jobs created/retained: 20            Total payroll: \$214,153</p> <p><b>Economic Impact of Microloan Recipients</b>            Estimated spending: \$355,494            Est. county sales and other tax: \$6,394            Est. county property tax (homes): \$13,670            Est. county property tax (businesses): \$8661***</p> <p><b>TOTAL IMPACT: \$384,219</b></p>	<p><b>Revolving Loan Program Stats</b>            Loan recipients *: 4            Total amount loaned: \$510,000            Jobs created/retained: 55            Total payroll: \$1.12 million</p> <p><b>Economic Impact of Revolving Loan Recipients</b>            Estimated spending: \$1.9 million            Est. county sales and other tax: \$17,582            Est. county property tax (homes): \$37,593            Est. county property tax (businesses): \$14,968</p> <p><b>TOTAL IMPACT: \$1.10 M</b></p>

ADVANCE BROWN COUNTY CULINARY KITCHEN*
<p><b>Current Processors</b>            Total tenants: 15            Jobs created: 15*            Total tenants' payroll: \$8,000*</p> <p><b>Economic Impact of Current Processors</b>            Estimated spending: \$13,280*            Est. county sales and other tax: \$4,795            Est. county property tax (homes): \$10,253</p> <p><b>TOTAL IMPACT: \$28,328</b></p>


BASED ON DATA FROM DWD AND IMPLAN MODELING SOFTWARE  
 \*= Loans brought in by Advance  
 \*Not all data was available or provided by the companies surveyed  
 \*\* Data on 20 out of 148 total incubator graduates. The incubator has served over 250 businesses.  
 \*\*\*4 out of the 10 MicroLoan clients are current incubator tenants and one operates from home.

TOTAL ADVANCE PROGRAM ECONOMIC IMPACT	
JOBS CREATED BY PROGRAM PARTICIPANTS(*) (**): <b>884.5</b>	
Estimated spending:	<b>\$54,668,774</b>
Estimated county sales and other tax:	<b>\$282,756</b>
Estimated county property tax (homes):	<b>\$604,572</b>
Estimated county property tax (businesses):	<b>\$160,619</b>
<b>TOTAL IMPACT: \$55,716,721</b>	

## Phosphorus Committee Update August 2012

Public-private partnership including representatives from the industrial & agricultural sector, along with educational institutions.

**Brown County Executive Troy Streckenbach**  
Fred Monique, Bill Hafs, Tom Sigmund, Cristina Duch,  
Jessica Schultz, Jim Ostrom, Jim Resick, Jodi Witter, John Katers,  
Judy Knudsen, Lee Hoffmann, Lisa Bauer Lotto, Mike Mleziva,  
Patrick Pelky, Lisa Harmann.




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## Vision Statement

*What is being done to improve the water quality of Wisconsin  
The commitment that is being made to ensure the agricultural  
industry, business and residents of Wisconsin*

**Phosphorus Committee**  
Began meeting in March 2012

- Identify and develop collaborative model that works between systems of the state's agricultural industry and water quality issues in several landscapes.
- Develop an overall strategy that will implement a long-term solution to a complex and ongoing phosphorus problem and a state.
- A successful outcome will be for a partnership between industry and agriculture to find more cost-effective ways of reducing phosphorus to reach the EPA's maximum TMDL.

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## Major Issues Identified

- Ensuring a "win-win" for all stakeholders
- Cost feasibility for all stakeholders – public & private
- Technology assessment
- Cost to private sector
- Regulatory expectations/meeting water quality standards
- Nutrient trading and adaptive management
- Stakeholder communication
- Land use – decreased cropland acres/increased nutrients on the land
- Keep measures sustainable





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**SWOT Common Themes**

*SWOT Analysis Completed For Each of the Nine Major Issues*

- Collaboration, communication and political effectiveness.
- Science and measurement.
- Cost benefits analysis for various stakeholders.
- Regulatory disconnect.
- Adaptive management/nutrient trading.
- Funding needs, sources and opportunities.




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**GOALS ESTABLISHED**  
SHORT-TERM

- Design process for on-going communication.
- Launch adaptive management pilot program in fourth quarter 2012.
- Identify and adapt best management practices for phosphorus management beginning in fourth quarter 2012.
- Build on-going organizational capacity for phosphorus initiative to be sustainable.
- Build political effectiveness to work with stakeholders, in order to reduce regulatory disconnect, build relationships at all levels of government, establish alignment of expectations, and seek flexibility in implementation.

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**GOALS ESTABLISHED**  
MEDIUM-TERM

- Reduce phosphorus by 25,000 pounds per year by 2015/2016.
- To identify and put in place measurements that verify changes have positive effect, use best science practices, centralize data, and are easily communicated to stakeholders and have DNR evaluate Brown County's practices and efforts.
- Implement a Brown County Working Lands Initiative plan in concert with phosphorus reduction goals.
- Identify and leverage all possible external funding sources.

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## GOALS ESTABLISHED

LONG-TERM

- All Brown County farms will have an approved nutrient management plan and will be compliance by 2017.
- All Brown County farms with 300 animal units will have approved long-term manure storage plans by 2017.
- All Brown County cropland will have a conservation plan by 2017 and will be in compliance by 2020 with highest priority placed on highly erodible land.
- Brown County will be a model for implementation of best management practices.
- Conduct fiscal analysis (budget, water quality); cost assurances of DNR buying into this.
- Proposal to DNR – certainty, assurance – what would it take to reduce phosphorus in agriculture (land conservation goal)

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### Next Steps:

To create action items for each goal.

Begin composing a White Paper which will be completed by December 2012


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## Waste Stream Committee Update

August 2012

An advisory body, with non-decision making authority that will make recommendations to the various governing bodies as well as private industrial entities.

**Brown County Executive Troy Streckenbach**  
 Fred Monique, Jim Resick, John Katers, Andrew Nickodem, Amy Kox, Bill Seleen, Dean Haen, Joe Vanrossum, and Lisa Harmann.




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**Scope & Purpose**

Zero Waste Initiatives Currently Exist In Other Cities

- Establish an attainable business plan with a long-term strategy including built-in milestones of redirecting the amount of waste going into landfills into marketable, saleable materials.
- Attempt to identify beneficial reuse opportunities for existing waste to enable Brown County to simultaneously be environmentally sustainable and economically beneficial.




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**Goals/Tasks**

- Inventory all of the positive things we are doing in this area related to beneficial reuse of waste and expand on these opportunities
- Inventory each level of the state's waste management hierarchy
  - Identify where technology exists to address each of the areas in the hierarchy
- Where are we and where do we want to be in the future?

- Showcase local companies to assist in branding Brown County as a leader.
- Analyze current Brown County waste stream composition to identify potential areas for involvement of entrepreneurial companies or currently out-of-area solutions.
  - Possibly look at organics as one of the next steps and create an organics management plan.
- Revisit West landfill as an opportunity to both utilize existing methane as energy source and reclamation of waste products.




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**Currently...**





- After consideration, committee decided to use the DNR 2010 waste characterization study as it was felt Brown County wouldn't deviate more than 1-2% from the data.
- Two UWGB interns are working on a Market Development Directory of all companies involved in re-use, re-storing, processing, manufacturing, and re-purposing waste. This will identify potential gaps in beneficial re-use of our waste stream.
- Investigating the top 10 leading organics recycling companies in the world and the projects they are working on. Will use this to determine if projects may be transferable to Brown County.
- Drawing up draft vision for the South landfill utilizing as features like the existing pipeline and 1900 acres. Would create a Resource Recovery Park recycling everything from animal waste to food waste and more.




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## Port/Rail Development Committee August 2012

**Purpose:** A container shipping feasibility study for the port of Green Bay has been conducted, the results of which will be the charge of this committee to identify a strategy and business plan by the end of 2012 which will contain recommendations regarding a rail ramp in the short term, and an intermodal port facility in the long term.



Committee Members:

**Brown County Executive Troy Streckenbach**  
Fred Monique, Thomas Kilmek, Paula Fineout, Mark Walter, Paul Snider, Dave Nelson, Dean Haen and Lisa Harmann.

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## History

- Green Bay area had a rail ramp until about 2002
- On-going investigations into re-establishing the rail ramp
- Local companies feeling disadvantaged
- Study alternatives to CN
- Research shows interest by local companies
- CN needs 50,000 lifts per year




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## Status

Survey instrument was created to gather data.  
Catchment area was defined as the following counties:

Brown Kewaunee Florence Langlade Menominee Shawano	Door Oconto Marinette Waupaca Portage Marathon
Wood Lincoln Ontonagon Vilas Baraga Cty, MI Houghton Cty, MI	Forest Manominee, MI Dickinson, MI Iron Cty, MI Marquette Cty, MI Ontonagon Cty, MI

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## Airport Development Committee August 2012

**Purpose:** To develop a comprehensive business plan to attract new business enterprises to the airport in the retail, commercial, industrial, and aeronautical sectors that will compliment surrounding communities. A compliment to this business plan will be a detailed marketing plan used by various organizations to directly solicit targeted businesses.

Committee Members:  
**Brown County Executive Troy Streckenbach**  
 Bruce Bressler, Elaine Willman, Joanie Buckley, John Reed, Todd DeVillers,  
 Mike Aubinger, Fred Monique and Lisa Harmann.




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### Vision Statement



Development of Austin Straubel International Airport, with focus on the Highway 172 corridor, in order to fund a self-sustaining enterprise operation. Within this overriding statement a number of related issues to attainment of this stated end goal, including:

- Creating a sub-committee to look at wetlands on the property for potential trade with other land owned in Brown county to facilitate commercial development on prime lots.
- Multi-jurisdictional TIF for Highway 172 Corridor Collaborative efforts required by municipalities, airport, and Oneida Tribe to accomplish objectives.




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### SWOT Common Themes

**Next Steps:**

John and Tom will provide for our next meeting a map containing specific developable parcels with delineation of wetlands to create a long-term master plan that will guide development of the properties and begin to form the basis of a marketing piece to begin interacting with potentially interested parties for development.

- International airport
- Freight capacity
- Business park focus
- Raw property
- Communication/collaboration/partnerships/multiple players/intergovernmental interagency opportunities
- Useable land
- Marketing plan




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## EXECUTIVE



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

**Troy Streckenbach**

PHONE (920) 448-4001 FAX (920) 448-4003

BROWN COUNTY EXECUTIVE

Re: Completion of Shipper's Survey

Recently, I've created a Brown County Economic Development Task Force comprised of key business leaders, technical experts, and local governmental officials with the primary objective of sustaining and growing jobs within our county. This overall effort is centered around four individual committees that are focusing on core county infrastructures such as airport, port, rail, and waste stream to develop comprehensive plans aimed at meeting the current and future needs of area businesses while also providing potential tools to attract new companies to our area.

One of these committees, the Brown County Port/Rail Development group, has adopted a primary short-term goal of determining the feasibility of re-establishing a rail ramp in our area to provide local companies alternative modes of cost efficient transportation for their freight. Accordingly, I'm attaching a Shipper's Survey designed by this group to determine freight volume, transportation requirements, and destinations of inbound and outbound freight for area manufacturers, distributors, warehousing, and logistics providers.

To ensure we accurately capture total freight movement to and from the Brown County area, I am making a personal appeal for you or your company's designated logistics personnel to complete our survey with as much detail as possible. Your company can either complete the attached version and return it to the Advance Organization located at 2701 Larsen Road in Green Bay, WI 54303; or, complete the electronic version located at the <http://www.surveymonkey.com/s/85TXLH2> website. If you choose the electronic version there is another link (<http://www.titledown.org/media/1876/shippermap2.pdf>) that you have to also open to complete question #13 Shipment Destination by Mode.

All responses will be completely anonymous, and the information received will be kept confidential. If, however, you would like us to share the results of the survey with you, please identify yourself on either the electronic or hard copy versions of the survey.

I not only encourage your participation in this broad based initiative to develop a comprehensive infrastructure development plan for Brown County, but also want to take this opportunity to thank you for assisting us by completing the survey.

Sincerely,

A handwritten signature in cursive script that reads "Troy Streckenbach".

Troy Streckenbach – Brown County Executive

Attachment: Shipper's Survey

## Shippers Survey

Exit this survey

**1. Please check the category that best describes the Product(s) your company ships. (Please check all that apply.)**

- Wood products
- Paper and pulp products
- Sub-assemblies that are being shipped into or out of your plant for use at another location
- Consumer goods
- Agricultural goods
- Ferrous products, including value-added products such as pig iron
- Basic materials (concrete, clays)
- Petroleum products, chemicals

Other (please specify)

**2. What percentage of your cargo is shipped in ISO containers, TOFC or COFC?**

- 0%
- 1% to 25%
- 26% to 50%
- 51% to 75%
- 76% to 100%

**3. In tons, or other industry measurement (example: board feet), what was the quantity of outbound goods your company shipped over the period of Jan. 1, 2011 through Dec. 31, 2011?**

**4. If more appropriate, what was the number of outbound containers/trailers your company shipped over the period of Jan. 1, 2011 through Dec. 31, 2011?**

**5. In tons, or other industry measurement standards (example: board feet), what was the quantity of inbound goods your company received over the period of Jan. 1, 2011 through Dec. 31, 2011?**

6. If more appropriate, what was the number of inbound containers/trailers your company received over the period of Jan. 1, 2011 through Dec. 31, 2011?

**7. Transportation modes**

Intermodal denotes the movement of cargo between transportation modes using ISO containers, TOFC or COFC.

Based on your response to questions 3 and/or 4, fill in the blank with the percentage of your total outbound shipments that are transported by each of the following modes. \* Total cannot exceed 100%.

Intermodal %	<input type="text"/>
Rail %	<input type="text"/>
Vessel %	<input type="text"/>
Truckload (TL) %	<input type="text"/>
Less-than-truckload (LTL)%	<input type="text"/>

**8. What percentage of outbound shipments are paid by:**

- Shipper %
- Consignee %

**9. What percentage of outbound freight is controlled by: (Total cannot exceed 100%.)**

- Shipper %
- Consignee %
- Third Party %

**10. Based on your response to questions 5 and/or 6, fill in the blank with the percentage of your total inbound shipments that are transported by each of the following modes. (\*Total cannot exceed 100%.)**

- Intermodal %
- Rail %

- Vessel %
- Truckload (TL) %
- Less-than-truckload (LTL) %

**11. What percentage of inbound shipments are paid by (\* Total cannot exceed 100%)**

- Shipper %
- Consignee %

**12. What percentage of inbound freight is controlled by (\*Total cannot exceed 100%.)**

- Shipper %
- Consignee %
- Third party %

**13. Shipment Destination by Mode**

Intermodal denotes the movement of cargo between transportation modes using ISO containers, TOFC or COFC. The regional map available here (<http://www.titletown.org/media/187616/shippermap2.pdf>) is used by the Intermodal Association of North America (IANA) in research and we would appreciate your using it to identify regions you ship to when answering subsequent questions 13 and 14.

Please copy and paste this link (<http://www.titletown.org/media/187616/shippermap2.pdf>) into a new window so you can view the map as you answer this and the following questions.

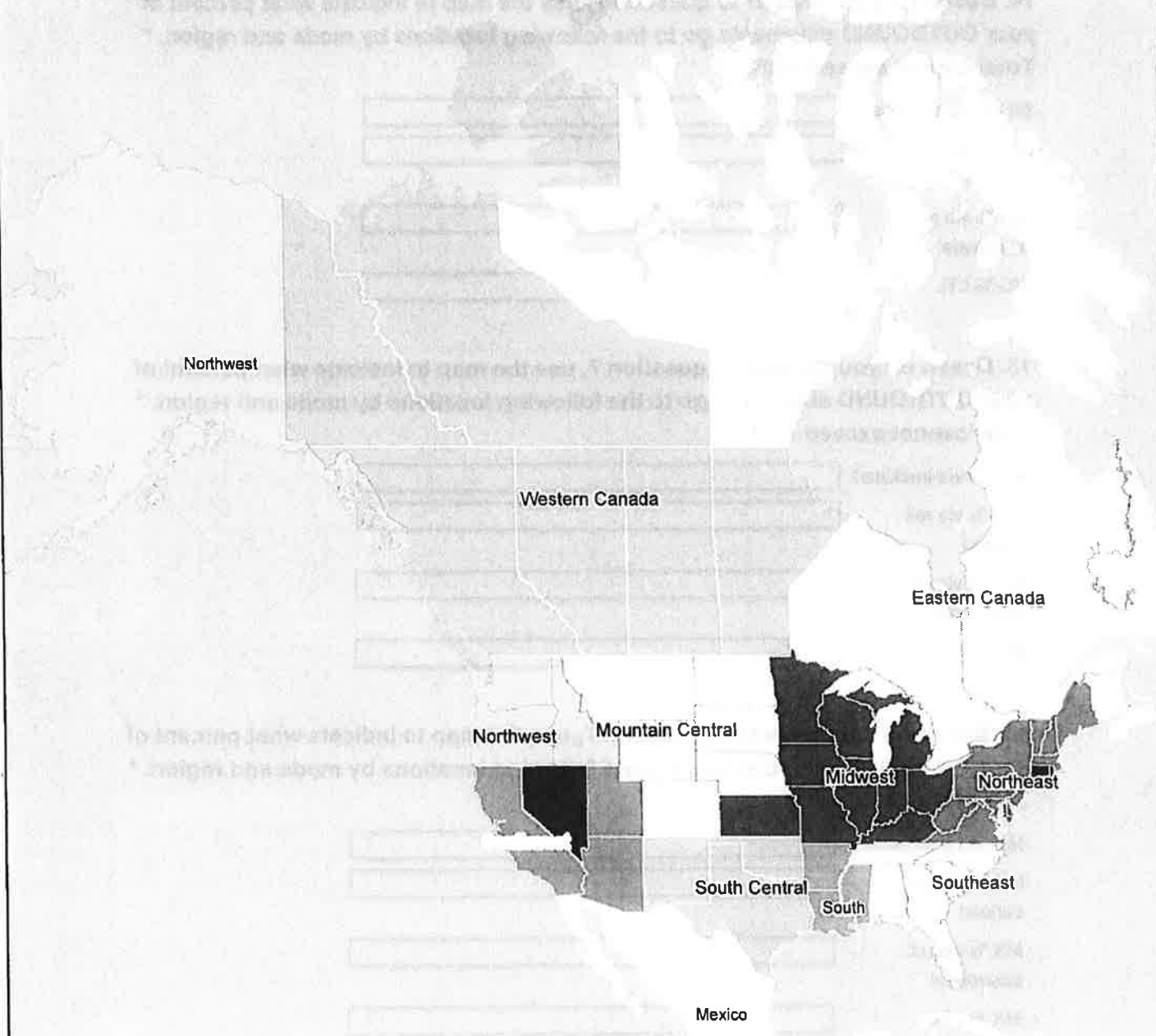
Based on your answer to question 7, use the map to indicate what percent of your **OUTBOUND** shipments go to the following locations by mode and region. \* Total cannot exceed 100%.

EC % via truckload	<input type="text"/>
EC % via rail carload	<input type="text"/>
EC % via rail intermodal	<input type="text"/>



# Regional Map

Map created by:  
Brown County Planning Commission  
5/8/2012  
DWT



## Legend

### Regions

	(EC) Eastern Canada	ND NE NG ON PE PD
	(MW) Midwest	IL IN IA KY KS MI MN MO OH WI
	(MC) Mountain Central	CO MT NE ND SD WY
	(NE) Northeast	CT DC DE ME MD VA NH NJ NY PA RI VT WV
	(NW) Northwest	AK ID OR WA
	(SO) South	AR LA MS
	(SC) South Central	NM OK TX
	(SE) Southeast	AL FL GA NC SC TN
	(SW) Southwest	AZ CA NV UT
	(WC) Western Canada	AB BC MN NWT SK
	(MX) Mexico	



EC % LTL

**14. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

MC % via truckload

MC % via rail  
carload

MC % via rail  
intermodal

MC % LTL

**15. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

MW % via truckload

MW % via rail  
carload

MW % via rail  
intermodal

MW % LTL

**16. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

MX % via truckload

MX % via rail  
carload

MX % via rail  
intermodal

MX % LTL

**17. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

NE % via truckload	<input type="text"/>
NE % via rail carload	<input type="text"/>
NE % via rail intermodal	<input type="text"/>
NE % LTL	<input type="text"/>

**18. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

NW % via truckload	<input type="text"/>
NW % via rail carload	<input type="text"/>
NW % via rail intermodal	<input type="text"/>
NW % LTL	<input type="text"/>

**19. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SC % via truckload	<input type="text"/>
SC % via rail carload	<input type="text"/>
SC % via rail intermodal	<input type="text"/>
SC % LTL	<input type="text"/>

**20. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SO % via truckload	<input type="text"/>
SO % via rail carload	<input type="text"/>
SO % via rail intermodal	<input type="text"/>
SO % LTL	<input type="text"/>

**21. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SE % via truckload	<input type="text"/>
SE % via rail carload	<input type="text"/>
SE % via rail intermodal	<input type="text"/>
SE % LTL	<input type="text"/>

**22. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SW % via truckload	<input type="text"/>
SW % via rail carload	<input type="text"/>
SW % via rail intermodal	<input type="text"/>
SW % LTL	<input type="text"/>

**23. Based on your answer to question 7, use the map to indicate what percent of your OUTBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

WC % via truckload	<input type="text"/>
WC % via rail carload	<input type="text"/>
WC % via rail intermodal	<input type="text"/>
WC % LTL	<input type="text"/>

**24. Shipment Destination by Mode**

**Intermodal denotes the movement of cargo between transportation modes using ISO containers, TOFC or COFC. The regional map on the following page is used by the Intermodal Association of North America (IANA) in research and we would appreciate your using it to identify regions you ship to when answering subsequent questions 13 and 14.**

**Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

EC % via truckload

EC % via rail carload

EC % via rail intermodal

EC % LTL

**25. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

MC % truckload

MC % rail carload

MC % rail intermodal

MC % LTL

**26. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

MW % truckload

MW % rail carload

MW % rail intermodal

MW % LTL

**27. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

MX % truckload

MX % rail carload

MX % rail intermodal

MX % LTL

**28. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

NE % truckload   
NE % rail carload   
NE % rail intermodal   
NE % LTL

**29. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

NW % truckload   
NW % rail carload   
NW % rail intermodal   
NW % LTL

**30. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SC % truckload   
SC % rail carload   
SC % rail intermodal   
SC % LTL

**31. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SO % truckload   
SO % rail carload   
SO % rail intermodal

SO % LTL

**32. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SE % truckload

SE % rail carload

SE % rail

intermodal

SE % LTL

**33. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

SW % truckload

SW % rail carload

SW % rail

intermodal

SW % LTL

**34. Based on your answer to question 7, use the map to indicate what percent of your INBOUND shipments go to the following locations by mode and region. \* Total cannot exceed 100%.**

WC % truckload

WC % rail carload

WC % rail

intermodal

WC % LTL

**35. What percentage of your outbound freight goes to foreign countries other than Canada or Mexico?**

**36. List the gateway ports used for foreign outbound cargo and the percentage of your cargo that goes through these ports. \* Total cannot exceed 100%.**

Seattle/Portland

Long Beach/Los Angeles	<input type="text"/>
New Orleans	<input type="text"/>
Norfolk	<input type="text"/>
Prince Rupert	<input type="text"/>
Oakland/San Francisco	<input type="text"/>
New York/New Jersey	<input type="text"/>
Houston	<input type="text"/>
Jacksonville	<input type="text"/>
Vancouver, BC	<input type="text"/>
Halifax	<input type="text"/>
Savannah	<input type="text"/>
Miami	<input type="text"/>
Other (Please specify)	<input type="text"/>

**37. Factors that influence shipping modes**

**When using a transportation company either a carrier or third-party provider such as an intermodal marketing company (IMC), do you specify the mode that they must use to move the freight?**

- Yes
- No

**38. On a scale of 1-10, with 10 being very important and 1 being not important, please circle the number that best describes how important the following requirements are to your choice of OUTBOUND shipping mode. (Select number)**

	10	9	8	7	6	5	4	3	2	1
Claims/Damage History										
Choice of Rail Carrier										
Ease of Doing Business										

	10	9	8	7	6	5	4	3	2	1
Equipment Availability										
53' Equipment										
Final Customer Satisfaction										
Reliability of Service										
Same Day Pick-up/Delivery										
Scheduled Service										
Total Transit Time										
Transport Costs										
Other (please specify)										
<input type="text"/>										

**39. On a scale of 1-10, with 10 being very important and 1 being not important, please circle the number that best describes how important the following requirements are to your choice of INBOUND shipping mode. (Circle number)**

	10	9	8	7	6	5	4	3	2	1
Claims/Damage History										
Choice of Rail Carrier										
Ease of Doing Business										
Equipment Availability										
53' Equipment										
Final Customer Satisfaction										
Reliability of Service										
Same Day Pick-up/Delivery										
Scheduled Service										

10 9 8 7 6 5 4 3 2 1

Total Transit Time

Transport Costs

Other (please specify)

**40. Please mark all days of the week that you load or unload equipment at your facility.**

- Sunday
- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday

**41. Please list your hours of operation for loading and unloading equipment at your facility.**

**42. Shipping requirements and intermodal service choices**

Intermodal denotes the movement of cargo between transportation modes using ISO containers, TOFC or COFC.

If scheduled intermodal service were offered in the Green Bay area, please select the number that best describes how much you agree or disagree with the following statement with 10 being strongly agree and 1 being strongly disagree.

- 10
- 9
- 8
- 7
- 6
- 5
- 4

- 3
- 2
- 1

Please explain

**43. Would you like to learn more about intermodal service?**

- Yes
- No

**\*44. Please answer this question EVEN IF YOU DO NOT CURRENTLY ship your freight intermodally.**

**Assuming that an intermodal service in the Green Bay area could provide cost-effective scheduled intermodal service that meets your customer requirements, how many intermodal units do you think your company could annually ship through a Green Bay area intermodal terminal? (Specify the number of each.)**

ISO containers 20-foot	<input type="text"/>
ISO containers 40-foot	<input type="text"/>
ISO containers 48-foot	<input type="text"/>
Tank containers	<input type="text"/>
TOFC 48/53 foot	<input type="text"/>
Other	<input type="text"/>

**\*45. What changes do you foresee occurring in your transportation requirements during the next five years? Please check all that apply.**

- An increase in inbound shipments
- A decrease in inbound shipments
- An increase in outbound shipments
- A decrease in outbound shipments
- A change of principal market sourcing locations
- A change in principal transportation mode

- An increase in importing foreign products
- An increase in exporting to foreign markets
- A decrease in importing foreign products
- A decrease in exporting to foreign markets

Other changes you foresee

**46. Please include other comments or information you think would be valuable. If referring to a question, please write the question number in your comments.**

You may also send us your comments by emailing [monique@titletown.org](mailto:monique@titletown.org).

**47. Would you be willing to provide additional information if we contact you?**

Yes

No

**48. If yes, please list your name, title and company**

**49. Do you prefer to be contacted by phone or email?**

Phone

Email

**50. Company phone number where we can reach you**

**51. What is the best time to call you if you would us to contact you by phone.**

**52. Company email address**

**53. Would you like a copy of the final report based on this survey's findings?**

Yes

No

Done

Powered by **SurveyMonkey**  
Create your own [free online survey](#) now!