PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
FEBRUARY 17, 2021

Pursuant to Section 19.85 and 59.094, Wis. Stats, notice is hereby given to the public that the regular meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** will be held **VIRTUALLY** on **Wednesday, February 17, 2021 at 7:00 p.m.**

The following matters will be considered:

Call to order at 7:08 p.m.
Invocation.
Pledge of Allegiance.

Opening Roll Call:

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Aye	26
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Aye	Nay	0
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Abstain	0
Chu	3	Aye	Landwehr	12	Aye	Schultz	21	Aye	Excused	0
Dorff	4	Aye	Dantinne, JR.	13	Aye	Peters	22	Aye		
Jacobson	5	Aye	Brusky	14	Aye	Suennen	23	Aye	Total	26
Lefebvre	6	Aye	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Aye					

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor Landwehr and seconded by Supervisor Kaster **"to approve agenda."** Vote taken. Motion carried unanimously.

No. 2 -- COMMENTS FROM THE PUBLIC:

Comments from the Public that were submitted via Email or Mail in compliance with the publicly noticed directions, were electronically provided to County Board Supervisors on the morning of the County Board Meeting.

No. 3 -- APPROVAL OF MINUTES OF JANUARY 20, 2021.

A motion was made by Supervisor Coenen and seconded by Supervisor Lefebvre **"to adopt minutes."** Vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Brusky spoke of her late husband Dr. John "Jack" Brusky and provided a testimonial of his life's work.

Supervisor Lefebvre thanked Supervisor Brusky for the wonderful tribute of her husband and commented on a WCA magazine regarding property taxes.

Supervisor Dantinne was appreciative of Dr. Brusky and the care he provided his parents over the years and also announced the passing of Mr. Jack Hill, who had leased his store located at the airport for the past fifty years.

No. 5 -- PRESENTATION OF COMMUNICATIONS FOR CONSIDERATION

LATE COMMUNICATIONS:

No. 5a -- FROM SUPERVISOR ERICKSON: I WOULD LIKE TO MAKE A MOTION THAT THE COUNTY INVESTIGATE ALTERNATIVE LOCATIONS FOR IN PERSON MEETINGS WHEN THE EXPO AND RESCH CENTER ARE UNAVAILABLE TO US.

Referred to Administration Committee.

No. 5b -- FROM SUPERVISORS BORCHARDT AND EVANS: "OPERATION COMMUNITY CARES (OCC) IS A 501(C)3 ORGANIZATION THAT FOCUSES ON THE NEEDS OF THE COMMUNITY IN AN EMERGENCY. SINCE ITS INCEPTION AT THE BEGINNING OF THE PANDEMIC IN MARCH OF 2020, OCC HAS DELIVERED FOOD AND OTHER ESSENTIAL ITEMS TO OVER 4800 HOMES, COVID-19 SITES, VETERANS' GROUPS, AND SENIOR CARE FACILITIES - WITH THE HELP OF VOLUNTEERS AND COLLABORATION WITH OTHER NON-PROFITS IN THE BROWN COUNTY AREA.

AFTER THE STAY-AT-HOME ORDER WAS LIFTED LAST SPRING, OCC HELPED ACQUIRE NEW CLOTHING FOR THOSE IN NEED. ALONGSIDE THE HOWE COMMUNITY RESOURCE CENTER, JAKE'S DIAPERS, UNITED WAY, AND SERVICE LEAGUE, OCC WAS ABLE TO PROCURE AND PROVIDE CLOTHING FOR ABOUT 500 LOW-INCOME FAMILIES. WHEN THERE WAS A NEED FOR HELP WITH THE DELIVERY OF SCHOOL MEALS TO HOMES WITHOUT TRANSPORTATION, OCC WAS THERE TO FULFILL THAT MISSION AND PREVENTED HUNDREDS OF CHILDREN FROM GOING HUNGRY EVERY DAY.

IN JANUARY OF THIS YEAR, THE STATE RECOGNIZED OCC'S NOVEL WORK AND THE ORGANIZATION WAS TASKED WITH ORGANIZING AND STARTING THE NORTH-EAST-CENTRAL VOAD/COAD REGIONAL PROGRAM (VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER (VOAD)/COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER (COAD). IN THIS CAPACITY, OCC WILL BE LEADING, AND ASSISTING 13 NEARBY COUNTIES IN THE CREATION OF THEIR COMPREHENSIVE EMERGENCY MANAGEMENT PLANS. THE MISSION IS TO ENSURE A SWIFT, COORDINATED EFFORT IN DISASTER RESPONSE, RELIEF, AND RECOVERY."

Referred to Human Services Committee.

No. 6 -- APPOINTMENTS BY COUNTY BOARD CHAIR.

None.

No. 7 -- CONFIRMATION/APPOINTMENTS BY COUNTY EXECUTIVE.

None.

No. 8a -- REPORT BY BOARD CHAIRMAN.

Chairman Buckley apologized for the vitual meeting setting this evening. More specifically that the unused area of the upper floor of the Resch Expo did not satisfy proper spacing for social distancing. He went on to explain the logistics of the past Expo event and the forthcoming event which was the basis for the vitual meeting. Chairman Buckley indicated that he received another call complimenting the County's Health Department for their professionalism and their facilitating of events throughout the Brown County. He provided his own thanks to the department.

No. 8b -- REPORT BY COUNTY EXECUTIVE.

Executive Streckenbach concurred with Chairman Buckley's comments regarding the excellent services the Brown County Health Department and staff have provided the populous. He went to discuss the Pulliam Plant resolution and provided his thanks to various individuals and entities. He went on to say that the upon passge there are great opportunities for the coal pile relocation and waterfront economic development. Executive Streckenbach also noted that UW-Green Bay was awarded the National Estuarine Research Reserve for setting criteria for site selection of a tourism center and other amenities. He invited interested County Supervisors who would like to work with him to advocate for the greater Green Bay area and waterfront and to please reach out to him. Executive Streckenbach also provided his condolences to Supervisor Brusky and family, the family of Jack Hill as well as to Supervisor Evans, whose mother Kay passed away recently. He also stated that Brown County Treasurer Paul Zeller's brother had also passed away and he provided condolences to Treasurer Zeller and his family.

No. 9 -- OTHER REPORTS.

None.

No. 10 -- Standing Committee Reports

No. 10a -- REPORT OF ADMINISTRATION COMMITTEE OF FEBRUARY 11, 2021.

1. Review minutes of:
   a. Rural Broadband Subcommittee of January 25, 2021. Receive and place on file.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
3. Resolution Regarding Table of Organization Change for the UW-Extension Department – LTE Hydroponics Program Assistant. To approve.

3a. Resolution to Change Date of Full Time Employee 2021 Wage Adjustments. Receive and place on file.

3b. Resolution to Change Date of Employee 2021 Wage Adjustments and Award Hazard Pay.
To change Hazard Pay to COVID Response Pay in the title and throughout the resolution.
To approve. See Resolution & Ordinances.

4. Child Support - Director's Report. Receive and place on file.
5. County Clerk - Budget Adjustment Request (21-007): Any increase in expenses with an offsetting increase in revenue. To approve.
6. Clerk's Report. Receive and place on file.
7. Treasurer - Discussion re: Treasurer's decision on collection of taxes by municipalities.
8. Treasurer's Report. To hold Items 7 & 8 for one month.
9. Technology Services - Director's Report.
    a. Attachment 1 – Proposal.
    b. Attachment 1a – CivicClerk.
    c. Attachment 1b – Granicus Legistar. To refer to the County Clerk to develop an RFP.
10. Admin and HR - Budget Adjustment Log. Receive and place on file.
11. Admin and HR - Director's Reports. Receive and place on file.
12. Corporation Counsel - Oral Report. Receive and place on file.
13. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Schadewald and seconded by Supervisor Murphy **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10b -- REPORT OF PUBLIC SAFETY COMMITTEE OF FEBRUARY 2, 2021

1. Review Minutes of:
    a. Crime Prevention Funding Board (November 17, 2020).
    b. Criminal Justice Coordinating Board (December 8, 2020).
    c. Local Emergency Planning Committee – LEPC (November 10, 2020 and January 12, 2021).
        i. Suspend the rules to take Item 1 a-c together.
        ii. Receive and place on file Items 1 a-c.
2. Public Safety Communications - Director's Report.
    a) COVID-19 Update – *Standing Item*. Receive and place on file.
3. Emergency Management - Director's Report.
    a. COVID-19 Update – *Standing Item*. Receive and place on file.
4. Clerk of Courts Report.
    a) COVID-19 Update – *Standing Item. No report; no action taken.*
5. District Attorney Report.
    a) COVID-19 Update – *Standing Item.* Receive and place on file.
6. Circuit Courts, Commissioners, Probate - Director's Report.
    a) COVID-19 Update – *Standing Item*. Receive and place on file.
7. Medical Examiner's Report.
    a) COVID-19 Update – *Standing Item*. Receive and place on file.
8. Sheriff - Update re: Jail Addition – *Standing Item. No action taken*.
9. Sheriff - Budget Adjustment Request (21-004): Any increase in expenses with an offsetting increase in revenue. To approve.
10. Sheriff - Budget Adjustment Request (21-009): Any increase in expenses with an offsetting increase in revenue. To approve.
11. Sheriff - Budget Adjustment Request (21-010): Any increase in expenses wit an offsetting increase in revenue. To approve.
12. Sheriff - Budget Adjustment Request (21-011): Any increase in expenses with an offsetting increase in revenue. To approve.
13. Sheriff - Discussion regarding RFP for body, squad and interview cameras. To recommend the Sheriff put out an RFP for body, squad and interview cameras.
14. Sheriff's Report.

a) COVID-19 Update – *Standing Item*. Receive and place on file.

15. Update regarding Mental Health Social Worker Position as referenced in October 13, 2020 Criminal Justice Coordinating Board Minutes. Receive and place on file.
16. Update re: Difficulty Getting Public Defenders Appointed as referenced in October 13, 2020 Criminal Justice Coordinating Board Minutes. To refer to next month's meeting for a presentation.
17. Audit of bills. To approve.

A motion was made by Supervisor Kaster and seconded by Supervisor Lund **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10c -- REPORT OF EDUCATION & RECREATION COMMITTEE OF FEBRUARY 3, 2021

1. Neville Public Museum Governing Board Minutes of January 11, 2021. *See action at Item 5 below*.
2. Museum – Budget Status Financial Report for November 2020 (unaudited). *See action at Item 5 below.*
3. NEW Zoo – Budget Status Financial Report for November 2020 (unaudited). *See action at Item 5 below.*
4. Parks – Budget Status Financial Report for November 2020 (unaudited). *See action at Item 5 below.*
5. Audit of the Bills. To approve Consent Agenda items.
6. Golf Course - Superintendent's Report. *No action taken*.
7. Museum - Director's Report. *No action taken.*
8. Parks Dept. - Director's Report. *No action taken.*
9. NEW Zoo and Adventure Park - Director's Report. *No action taken.*
10. Library Report/Director's Report.
    a. COVID-19 response update/re-opening plan status. *No action taken.*
11. Request for Approval – Project #2404 - Bid award for Barkhausen Viewing Platform to The Reese Group for $25,084. To approve the base bid and alternate bid of The Reese Group in the amount of $25,084.00 for Project Number 2404.
12. Resolution to Authorize Brown County to Apply to Retain Its "Bird City Wisconsin" Recognition Status and to Recognize International Migratory Bird Day. To approve. See Resolutions & Ordinances.
13. Request for Approval – Project #2411 - Replacement of Pump Station at Golf Course. To approve the base bid of Midwest Well Services, d/b/a Pumpstation Professionals in the amount of $195,370.00 for Project Number 2411.

A motion was made by Supervisor Borchardt and seconded by Supervisor Hopkins **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10d -- REPORT OF HUMAN SERVICES COMMITTEE OF JANUARY 27, 2021

1. Review Minutes of:
   a. Children with Disabilities Education Board of December 15, 2020.
   b. Criminal Justice Coordinating Board of December 8, 2020.
   c. Human Services Board of November 12 and December 10, 2020.

   Suspend the rules and take Items 1a, b & c together.
   Receive and place on file Items 1a, b & c.

2. Communication from Vice-Chair Borchardt re: Discussion regarding Mental Health Subcommittee and its Membership. To reestablish the Mental Health Subcommittee and the membership.
3. Veterans - Director's Report.
   a. COVID-19 Update. Receive and place on file.
4. Aging & Disability Resource Center - Director's Report.
   a. COVID-19 Update. Receive and place on file.
5. Syble Hopp - Director's Report.
   a. COVID-19 Update. Receive and place on file.
6. Health & Human Services Dept. - Budget Adjustment Request (20-099): Any increase in expenses with an offsetting increase in revenue. To approve.
7. Health & Human Services Dept. - Executive Director's Report.
   a. December 10, 2020.
   b. January 14, 2021.
   c. Discussion regarding COVID Vaccine/Distribution. Receive and place on file Items 7a, b & c.
8. Health & Human Services Dept. - Financial Report for Community Treatment Center and Community Services.
   a. December 10, 2020. Receive and place on file.
   b. January 14, 2021. Receive and place on file.
9. Health & Human Services Dept. - Statistical Reports.
   a. Monthly CTC Data.
      i. Bay Haven Crisis Diversion.
         1. November 2020.
         2. December 2020.
      ii. Nicolet Psychiatric Center.
         1. November 2020.
         2. December 2020.
      iii. Bayshore Village (Nursing Home).
         1. November 2020.
         2. December 2020.
      iv. CTC Double Shifts.
         1. November 2020.
         2. December 2020.
   b. Child Protective Services – Child Abuse/Neglect Report.
      i. November 2020.
      ii. December 2020.
   c. Monthly Contract Update.
      i. November 2020.
      ii. December 2020.

   Suspend the rules to take all of Item 9 together.
   Receive and place on file Item 9.
10. Health & Human Services Dept. - Request for New Non-Contracted and Contracted Providers.
    a. November 2020.
    b. December 2020.

    Suspend the rules to take all of Item 10 together.
    Receive and place on file Item 10.
11. Audit of bills. Acknowledge receipt of the bills.

A motion was made by Supervisor Borchardt and seconded by Vice Chair Sieber **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF JANUARY 26, 2021

1. Review Minutes of:
   a. Harbor Commission (October 12 and December 14, 2020).
   b. Housing Authority (July 20, September 14, October 26 and November 16, 2020).
   c. Planning Commission Board of Directors (October 7 and December 2, 2020).
   Suspend the rules to take Items 1a, b and c together.
   Receive and place on file Items 1a, b and c.
2. Airport - Director's Report.
   a. November 2020 Unaudited Airport Financials.
   b. Open Position Report.
   c. 12+ Hour Shift Report.
   d. Projects Update.
   e. COVID-19 Update.
   To incorporate Items 2a-e together.
   Receive and place on file Items 2a-e.
3. Planning & Land Services - Budget Status Financial Reports (Planning, Property Listing, Zoning) for October and November 2020 – Unaudited. Receive and place on file.
4. Planning & Land Services - Director's Report. *No report, no action needed.*
5. Extension - Budget Status Financial Report for November 2020 – Unaudited. Receive and place on file.
6. Extension - Budget Adjustment Request (20-085): Any increase in expenses with an offsetting increase in revenue. To approve.
7. Extension - Budget Adjustment Request (21-003): Any increase in expenses with an offsetting increase in revenue. To approve.
8. Extension - Resolution Regarding Table of Organization Change for the UW-Extension Department – LTE Hydroponics Program Assistant. To approve. See Resolutions & Ordinances.
9. Extension - Director's Report. Receive and place on file.
10. Register of Deeds - Budget Status Financial Report for November 2020 - Unaudited. Receive and place on file.
11. Register of Deeds - Budget Adjustment Request (20-092): Any increase in expenses with an offsetting increase in revenue. To approve.
12. Register of Deeds - Director's Report.
    a. Presentation on Honor Rewards and Property Fraud Alert. Receive and place on file.
13. Port & Resource Recovery - Budget Adjustment Request (20-087): Any Increase in expenses with an offsetting increase in revenue. To approve.
14. Port & Resource Recovery - Budget Adjustment Request (20-088): Any allocation from a department's fund balance. To approve.
15. Port & Resource Recovery - Director's Report. Receive and place on file.
16. Public Works - ATV Policy Update. *No action needed.*
17. Public Works - Summary of Operations Report. Receive and place on file.
18. Public Works - Director's Report. Receive and place on file.
19. Resolution Establishing the Brown County Energy Commission.
    i. To substitute the resolution in the agenda packet with the resolution provided by Supervisor Suennen.
    ii. To amend the resolution to include in the last *BE IT FURTHER RESOLVED, to add which promotes and includes annual clean energy percentage increases.*
    iii. To send the amended resolution to County Board members for comments and bring back to PD&T in February for a final vote.

20. Acknowledging the bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Dantinne and seconded by Supervisor De Wane **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10ei -- REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF JANUARY 26, 2021

1. Budget Status Financial Report for November 2020 – Unaudited. Receive and place on file.
2. Director's Report.
    a. Cover Crops after Corn Silage Trials. *No action needed.*

A motion was made by Supervisor De Wane and seconded by Supervisor Borchardt **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10f -- REPORT OF EXECUTIVE COMMITTEE OF JANUARY 28, 2021

1. Review Minutes of:
    a. Supervised Release Committee of July 8, 2020. To approve.
2. Communication from Supervisor Deneys re: Amend Chapter 2 of the Brown County Ordinances to require that if a Chair of the County Board or Committee elects to have a meeting and allows for public comments via US postal service mail or email for said meeting, that said public comments received through these methods shall be read into the record by the Chair during the public comments section of the meeting. To hold until the subsequent Executive Committee meeting.
3. Communication from Supervisor Lefebvre: Please review and advise on the resolution from Health and Human Services Committee – "Racism as Health Issue". To take Items 3 & 4 together.
4. Communication from Supervisor Lefebvre re: I am asking the Human Service/County Board adopt the following NACO resolution the Executive Committee passed, urging the Federal Government to - Declare Racism a National Public Health Crisis -
    1- Assert that racism is a public health crisis affecting our entire country.
    2- Leverage a racial equity lens in evaluating federal policy.
    3- Develop relevant policies aimed at improving health and economic opportunity in communities of color and;
    4- Support local, state and federal initiatives that advance social justice.
        i. To amend the first Therefore, Be It Resolved to read: Therefore, Be It Resolved that the Brown County Board of Supervisors advocates for policies that eliminate health and opportunity gaps along racial lines and increase the success of all groups by distributing resources justly across all communities.
        ii. To change the first Whereas to state: Whereas race, unlike ethnicity, is a social construction with no biological basis.
        iii. To change the last Be It Further Resolved to read: Be It Further Resolved that the Executive Committee will form an ad hoc committee to address racial equity and support throughout Brown County.
        iv. To add the following to the resolution: Whereas, the Brown County Board of Supervisors asserts that racism is a public health crisis affecting our entire society.

v. To approve resolution as amended and forward to Corporation Counsel for review and Administration for fiscal review and bring back to the next Executive Committee meeting.

vi. To direct Corporation Counsel to draft a resolution to form an ad hoc committee with the following guidelines:

Name - Racial Equity Ad Hoc Committee
Purpose – To create an action plan to address strategies and recommendations to address racial equity and support concerns in Brown County
Number of Members – Nine members which will include three County Board Supervisors and six community members
Selection of Members – Will be done by the Executive Committee Chair
Term of Membership – Two Years
Selection of Officers – Standard Language

5. Internal Auditor - Discussion and possible action on Internal Auditor 2021 Work Plan. Receive and place on file.
6. Other - Discussion and possible action on changes to Chapter 2 of the Brown County Code of Ordinances. To hold until next Executive Committee meeting.
7. Audit of the bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Lund and seconded by Supervisor Borchardt **"to adopt."** Vote taken. Motion carried 25-1 (Nay - Murphy).

No. 10fi -- REPORT OF SPECIAL EXECUTIVE COMMITTEE OF FEBRUARY 17, 2021

1. Resolution of Standing Committee ("Executive Committee") To Create New Ad Hoc Committee or Sub-Committee Per Brown County Code Section 2.05(8) ("Racial Equity Ad Hoc Committee"). MOTION CARRIED 5 TO 2
2. Resolution Declaring That Racism is a Public Health Crisis. MOTION CARRIED UNANIMOUSLY

A motion was made by Supervisor Sieber and seconded by Supervisor Schadewald **"to adopt."** Vote taken. Motion carried 24-2 (Nays – Evans, Murphy).

No. 11 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

No. 11a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

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

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

20-085 UW-EXT	Brown County 4-H was selected to participate in the Give BIG Green Bay event, and received a total of $11,455 in 2020. Of this, $10,455 was budgeted for 2020 for increased programming, and $1,000 was carried into 2021. However, due to Covid-19 and external funding, none of the donation money allocated to 2020 was spent. This budget adjustment is a reversal of the addition of this donation money to the 2020 budget. Rather, it will be carried into 2021. **Fiscal Impact: $10,455**
20-087 RESOURCE RECOVERY	Resource Recovery Transfer Station has had additional customers resulting in additional expenses in contracted services with Outagamie County and also various contracted haulers but will be offset by increased revenues. Single Stream Recycling and Hazardous Material Recovery also had increases in contracted services costs which will be offset by increases in customer revenues. **Fiscal Impact: $1,421,000**
20-088 RESOURCE RECOVERY	Request to use Resource Recovery BOW Landfill fund balance to transfer funds to the BCCAN enterprise fund to offset costs associated with the South Landfill portion of the fiber construction. Budget Adjustment 20-073 has already approved the BCCAN expenditures of this project. This is the Resource Recovery offset of the fund transfer. **Fiscal Impact: $11,577**
20-092 REGISTER OF DEEDS	Increase in Register of Deeds contracted services due to more users accessing real estate data resulting in more costs from our online access provider. As a result of more users, we also have an offsetting increase in Charges and Fees Public Access revenue, as those provider fees get passed along to our customers. **Fiscal Impact: $12,000**
20-095 VETERANS	The Veterans Service Office received one small Grant of $1,000 and donations from stakeholders and private parties in 2020. These funds are used for Marketing VA benefits to connect veterans, their dependents, and survivors with their benefits and the funds are used for Support Services to assist needy veterans. **Fiscal Impact: $8,256**
20-098 HHS-CS	During 2020. the WI Dept of Children and Families has provided extra one-time payments to foster care providers caring for children in out of home placements. DCF also provided the funding to cover these payments. This budget adjustment increases both revenue and expense for this activity. There is a zero net impact on the overall bottom line. **Fiscal Impact: $180,000**
20-099 HHS-CS	There has been a significant increase in Children's Long Term Support program activity during 2020 based on the statewide initiative to eliminate waiting lists for eligible children. Because of this, both purchased services expense (to vendors paid by WPS the county's Third Party Administrator) and equal offsetting revenues from the state are much higher than originally anticipated in the budget. This request reflects the overall 2020 projected increase. **Fiscal Impact: $897,000**
21-003 UW-EXT	Brown County 4-H was selected to participate in the Give BIG Green Bay event, and received a total of $11,455 in 2020. Of this, $10,455 had initially been planned to be used in 2020 with the remaining $1,000 being budgeted for in 2021. None of the donation money was used in 2020 due to Covid-19 and external funding, so will instead be budgeted for 2021 for increased 4-H programming. **Fiscal Impact: $10,455**

21-004 SHERIFF	This 2021 budget adjustment is to increase non-governmental grant revenue and related supplies expense for a grant from the Greater Green Bay Community Foundation. Funds are earmarked to purchase a replacement K-9 dog. There is no specific match for this grant but funding does not include training expenses for the dog. **Fiscal Impact: $8,547**
21-007 CO CLERK	These funds were awarded to the County Clerk's Office in 2020 through available HAVA funding for the purpose of improving election security. This budget adjustment is being made in 2021 in order to fully utilize the remaining funds associated with the grant. the grant dollars will be going towards Multi Factor Authentication tokens for all county device users administered by Technology Services. **Fiscal Impact: $73,467**
21-009 SHERIFF	This request is to increase overtime and fringe benefits to reflect participation in the 2020-21 Local Alcohol Enforcement Task Force grant from the Wis. DOT BOTS Office. This grant passes through the Green Bay Police Dept. and is shared by other county agencies. Increased expenses for overtime patrols are offset by grant revenue. This is an annual grant program that has been provided to the County in prior years. However, it was not included in the 2021 budget because the amount had not been determined when the budget was created. This adjustment is for only the calendar year 2021 portion - $32 ,000 estimated Brown County share . **Fiscal Impact: $32,000**
21-010 SHERIFF	This request is to increase overtime and fringe benefits to reflect participation in the 2020-21 Click It or Ticket/Speed Enforcement Task Force grant from the Wis . DOT BOTS Office. This grant passes through the Green Bay Police Dept. and is shared by other county agencies. Increased expenses for overtime patrols are offset by grant revenue. This is an annual grant program that has been provided to the County in prior years. However, it was not included in the 2021 budget because the amount had not been determined when the budget was created. This adjustment is for only the calendar year 2021 portion - $21 ,000 estimated Brown County share. **Fiscal Impact: $21,000**
21-011 SHERIFF	This request is to increase overtime and fringe benefits to reflect participation in the 2020-21 OWI Enforcement Task Force grant from the Wis. DOT BOTS Office. This grant passes through the Green Bay Police Dept. and is shared by other county agencies. Increased expenses for overtime patrols are offset by grant revenue. This is an annual grant program that has been provided to the County in prior years. However, it was not included in the 2021 budget because the amount had not been determined when the budget was created. This adjustment is for only the calendar year 2021 portion - $25,000 estimated Brown County share. **Fiscal Impact: $25,000**

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

ADMINISTRATION COMMITTEE

HUMAN SERVICES COMMITTEE

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

21-012R
Authored by Administration
Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustments listed above.

A motion was made by Supervisor Deneys and seconded by Supervisor Borchardt **"to approve."** Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11A ON THE FOLLOWING PAGES

20-085

BUDGET ADJUSTMENT REQUEST

Category	Approval Level
☐ 1 Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☐ 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9 Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

Brown County 4-H was selected to participate in the Give BIG Green Bay event, and received a total of $11,455 in 2020. Of this, $10,455 was budgeted for 2020 for increased programming, and $1,000 was carried into 2021. However, due to Covid-19 and external funding, none of the donation money allocated to 2020 was spent. This budget adjustment is a reversal of the addition of this donation money to the 2020 budget. Rather, it will be carried into 2021.

Fiscal Impact*: $ 10,455

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

Increase	Decrease	Account #	Account Title	Amount
☐	☒	100.083.001.4901	Donations	$ 10,455
☐	☒	100.083.001.5100	Regular Earnings	$ 884
☐	☒	100.083.001.5110	Fringe Benefits	$ 93
☐	☒	100.083.001.5300	Supplies	$ 9,478
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Judith Knudsen Digitally signed by Judith Knudsen Date: 2020.11.25 10:25:55 -06'00'

Signature of Department Head

Department: Extension Brown County

Date: 11/25/2020

Troy Streckenbach

Troy Streckenbach (Dec 8, 2020 10:16 CST)

Signature of DOA or Executive

Date: Dec 8, 2020

11a

Revised 12/17/19

Submit Form

20-087

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board CW
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

The Resource Recovery Transfer Station has had additional customers resulting in additional expenses in contracted services with Outagamie County and also various contracted haulers but will be offset by increased revenues. Single Stream Recycling and Hazardous Material Recovery also had increases in contracted services costs which will be offset by increases in customer revenues.

Fiscal Impact*: $1,421,000

Increase	Decrease	Account #	Account Title	Amount
☒	☐	655.079.088.5700	Contracted Services-Single Stream	20,000
☒	☐	655.079.085.5700	Contracted services-Trans Station	162,000
☒	☐	655.079.085.5700.100	Contracted Services-Landfill	1,200,000 MW
☒	☐	655.079.087.5824	Household Sharps	3,000
☒	☐	655.079.087.5700.300	Contracted Serv-Household Hazard	36,000
☒	☐	655.079.085.4600.561	Charges and Fees	1,362,000

AUTHORIZATIONS

Signature of Department Head — Signature of DOA or Executive: Troy Streckenbach (Dec 18, 2020 10:42 CST)

Department: Port + Resource Recovery Dept Date: Dec 18, 2020

Date: 11-24-20

11a

Revised 12/3/18

Increase	Decrease	Account #	Account Title	Amount
☒	☐	655.079.088.4600.562	Charges and Fees Tipping –MRF	20,000
☒	☐	655.079.087.4600.565	Charges and Fees Hazardous Waste	39,000

Revised 12/3/18 11a

20-088

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☐ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☒ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

Request to use Resource Recovery BOW Landfill fund balance to transfer funds to the BCCAN enterprise fund to offset costs associated with the South Landfill portion of the fiber construction. Budget Adjustment 20-073 has already approved the BCCAN expenditures of this project. This is the Resource Recovery offset of the fund transfer.

Fiscal Impact*: $11,577

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	656.079.001.9003	Transfer Out	$11,577
☒	☐	656.079.3000	Fund Balance	$11,577
☐	☐			
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Signature of Department Head

Signature of DOA or Executive

Department: Port + Resource Recovery Dept

Date: 11-24-20

Date: Dec 18, 2020

11a

Revised 12/3/18

20-092

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board CW
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

Increase Register of Deeds contracted services due to more users accessing real estate data resulting in more costs from our online access provider. As a result of more users, we also have an offsetting increase in Charges and Fees Public Access revenue as those provider fees get passed along to our customers.

Fiscal Impact*: $12,000

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.072.001.5700	Contracted Services	$12,000
☒	☐	100.072.001.4600.310	Charges and Fees Public Access	$12,000 MW
☐	☐			
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Cheryl Bedford
Signature of Department Head

Department: Register of Deeds

Date: 12-16-20

Troy Streckenbach
Troy Streckenbach (Dec 23, 2020 10:13 CST)
Signature of DOA or Executive

Date: Dec 23, 2020

Revised 12/3/16

11a

20-095

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

The Veterans Service Office received a small grant as well as several small donations from community stakeholders and private parties in 2020. These funds are to be used for Marketing VA benefits to connect veterans, their dependents, and survivors with their benefits as well as Support Services to assist needy veterans.

Fiscal Impact*: $ 8,256

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.084.001.4900	Miscellaneous	$ 1,000
☒	☐	100.084.001.4901	Donation	$ 7,256
☒	☐	100.084.001.5370	Support Services	$ 400
☒	☐	100.084.001.5311	Marketing	$ 7,856
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Signature of Department Head

Signature of DCA or Executive: Troy Strockenbach

Department: Veterans Service Office

Date: 1/7/2020

Date: Jan 7, 2021

Revised 12/17/19

Submit Form

20-098

BUDGET ADJUSTMENT REQUEST

Category	Approval Level
☐ 1 Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board CW
☐ 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9 Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

During 2020 the WI Dept of Children and Families has provided extra one-time payments to foster care providers caring for children in out of home placements. DCF also provided the funding to cover these payments. This budget adjustment increases both revenue and expense for this activity. There is a zero net impact on the overall bottom line.

Fiscal Impact*: $ 180,000

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	201.076.140.144.4302.3619	State grant and aid revenue COVID-19 Foster Care	$ 180,000
☒	☐	201.076.140.144.7000.3619	Purchased Services Foster Care GH & RCC Covid Costs	$ 180,000
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			

BK

AUTHORIZATIONS

Erik Pritzl Digitally signed by Erik Pritzl Date: 2021.01.08 11:59:48 -06'00'

Signature of Department Head

Department: Health & Human Services

Date: 1/8/2021

Troy Streckenbach

Signature of DOA or Executive

Date: Jan 11, 2021

11a

Revised 12/17/19

Submit Form

BUDGET ADJUSTMENT REQUEST

20-099

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board GW
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

There has been a significant increase in Children's Long Term Support program activity during 2020 based on the statewide initiative to eliminate waiting lists for eligible children. Because of this, both purchased services expense (to vendors paid by WPS the county's Third Party Administrator) and equal offsetting revenues from the state are much higher than originally anticipated in the budget. This request reflects the overall 2020 projected increase.

Fiscal Impact*: $ 897,000

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	201.076.140.148.7000.TPAVEND	Purchased Services TPA Vendors	$ 897,000
☒	☐	201.076.140.148.4302.8100	State grant and aid revenue TPA Vendor	$ 897,000
☐	☐			
☐	☐			
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Erik Pritzl Digitally signed by Erik Pritzl Date: 2021.01.19 10:51:36 -06'00'

Signature of Department Head

Department: Health & Human Services

Date: 01/19/2021

Troy Streckenbach

Signature of DOA or Executive

Date: Jan 20, 2021

Revised 12/17/19

Submit Form

11a

21-003

BUDGET ADJUSTMENT REQUEST

Category	Approval Level
☐ 1 Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board CAW
☐ 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9 Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

Brown County 4-H was selected to participate in the Give BIG Green Bay event, and received a total of $11,455 in 2020. Of this, $10,455 had initially been planned to be used in 2020 with the remaining $1,000 being budgeted for 2021. None of the donation money was used in 2020 due to Covid-19 and external funding so will instead be budgeted for 2021 for increased 4-H programming.

Fiscal Impact*: $ 10,455

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.083.001.4901	Donations	$ 10,455
☒	☐	100.083.001.5100	Regular Earnings	$ 844
☒	☐	100.083.001.5110	Fringe Benefits	$ 93 EB
☒	☐	100.083.001.5300	Supplies	$ 9,478
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Judy Knudsen Digitally signed by Judy Knudsen Date: 2020.12.03 09:14:55 -08'00'

Signature of Department Head

Department: Extension Brown County

Date: 12/03/2020

Troy Streckenbach

Signature of DOA or Executive

Date: Dec 7, 2020

Revised 12/17/19

Submit Form

11a

21-004

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board CW OH
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

This 2021 budget adjustment is to increase non-governmental grant revenue and related supplies expense for a grant from the Greater Green Bay Community Foundation. Funds are earmarked to purchase a replacement K-9 dog. There is no specific match for this grant but funding does not include training expenses for the dog.

Fiscal Impact*: $8,547

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.074.001.4904	Grants	$8,547 DH
☒	☐	100.074.001.5395	Equipment non-outlay	$8,547
☐	☐			
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Signature of Department Head

Department: Sheriff

Date: 1-5-20

Troy Streckenbach
Troy Streckenbach (Jan 5, 2021 09:42 CST)

Signature of DOA or Executive

Date: Jan 5, 2021

Revised 12/3/18

11a

BUDGET ADJUSTMENT REQUEST

21-007

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

These funds were awarded to the County Clerk's Office in 2020 through available HAVA funding for the purpose of improving election security. This budget adjustment is being made in 2021 in order to fully utilize the remaining funds associated with the grant. The grant dollars will be going towards Multi Factor Authentication tokens for all county device users administered by Technology Services.

Fiscal Impact*: $ 73,467

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.019.014.4302	State grant and aid revenue	$ 73,467
☒	☐	100.019.014.9003	Transfer Out	$ 73,467
☒	☐	710.022.001.5395.003	Equipment - nonoutlay technology	$ 73,467
☒	☐	710.022.001.9002	Transfer In	$ 73,467
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Patrick W. Moynihan, Jr. — Digitally signed by Patrick W. Moynihan, Jr. Date: 2021.01.20 08:40:08 -06'00'

Signature of Department Head

Department: Brown County Clerk

Date: 01/20/21

Troy Streckenbach — Troy Streckenbach (Jan 27, 2021 08:26 CST)

Signature of DOA or Executive

Date: Jan 27, 2021

Revised 12/17/19

Submit Form

11a

21-009

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
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☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board cur
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

This request is to increase overtime and fringe benefits to reflect participation in the 2020-21 Local Alcohol Enforcement Task Force grant from the Wis. DOT BOTS Office. This grant passes through the Green Bay Police Dept. and is shared by other county agencies. Increased expenses for overtime patrols are offset by grant revenue.

This is an annual grant program that has been provided to the County in prior years. However, it was not included in the 2021 budget because the amount had not been determined when the budget was created. This adjustment is for only the calendar year 2021 portion - $32,000 estimated Brown County share.

Fiscal Impact*: $32,000

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.074.070.4301	Federal Grants	$32,000 DH
☒	☐	100.074.070.5103.000	Premium Overtime	$27,200
☒	☐	100.074.070.5110.100	Fringe benefits - FICA	$4,800
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Troy Streckenbach
Troy Streckenbach (Jan 27, 2021 09:26 CST)
Signature of DOA or Executive

Date: Jan 27, 2021

Signature of Department Head

Department: Sheriff

Date: 01-18-21

11a

Revised 12/3/18

BUDGET ADJUSTMENT REQUEST

21-010

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board cw
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

This request is to increase overtime and fringe benefits to reflect participation in the 2020-21 Click It or Ticket/Speed Enforcement Task Force grant from the Wis. DOT BOTS Office. This grant passes through the Green Bay Police Dept. and is shared by other county agencies. Increased expenses for overtime patrols are offset by grant revenue.

This is an annual grant program that has been provided to the County in prior years. However, it was not included in the 2021 budget because the amount had not been determined when the budget was created. This adjustment is for only the calendar year 2021 portion - $21,000 estimated Brown County share.

Fiscal Impact*: $21,000

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.074.070.4301	Federal Grants	$21,000
☒	☐	100.074.070.5103.000	Premium Overtime	$17,850 DH
☒	☐	100.074.070.5110.100	Fringe benefits - FICA	$3,150
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Signature of Department Head

Department: Sheriff

Date: 01-18-21

Troy Streckenbach
Troy Streckenbach (Jan 27, 2021 09:26 CST)
Signature of DOA or Executive

Date: Jan 27, 2021

Revised 12/3/18

11a

BUDGET ADJUSTMENT REQUEST

21-011

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
☐ 5	b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9	Any allocation from the County's General Fund *(requires separate Resolution)* *After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.*	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

This request is to increase overtime and fringe benefits to reflect participation in the 2020-21 OWI Enforcement Task Force grant from the Wis. DOT BOTS Office. This grant passes through the Green Bay Police Dept. and is shared by other county agencies. Increased expenses for overtime patrols are offset by grant revenue.

This is an annual grant program that has been provided to the County in prior years. However, it was not included in the 2021 budget because the amount had not been determined when the budget was created. This adjustment is for only the calendar year 2021 portion - $25,000 estimated Brown County share.

Fiscal Impact*: $25,000

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

Increase	Decrease	Account #	Account Title	Amount
☒	☐	100.074.070.4301	Federal Grants	$25,000
☒	☐	100.074.070.5103.000	Premium Overtime	$21,250
☒	☐	100.074.070.5110.100	Fringe benefits - FICA	$3,750
☐	☐			
☐	☐			
☐	☐			

AUTHORIZATIONS

Signature of Department Head

Department: Sheriff

Date: 01-18-21

Signature of DOA or Executive

Date: Jan 27, 2021

Revised 12/3/18

Human Services Committee

No. 11b -- RESOLUTION OF STANDING COMMITTEE ("HUMAN SERVICE COMMITTEE") TO CREATE NEW AD HOC COMMITTEE OR SUB-COMMITTEE PER BROWN COUNTY CODE SECTION 2.05(8) ("MENTAL HEALTH SUB-COMMITTEE").

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

Ladies and Gentlemen:

WHEREAS, a Brown County Standing Committee desires to create a new Ad Hoc Committee or Sub-Committee, as follows:

1. Name and Type of Ad Hoc Committee or Sub-Committee (NOTE: *Ad Hoc Committees* only meet and exist until their purpose is accomplished, typically by submission of Findings and/or a Report to the Standing Committee, while *Sub Committees* meet and exist for an extended and indefinite amount of time): **Mental Health Sub-Committee.**
2. Purpose of Committee: **To identify mental health needs of Brown County Residents, and to make recommendations to the Human Services Committee to address those identified needs.**
3. Number of Members: **Seven.**
4. Selection of Members: **Appointed by Human Services Committee Chair, Confirmed by Human Services Committee Members.**
5. Special Member Criteria: Required members include: 1) **Chair of Human Services Committee** or Designee; 2) **Two County Board Supervisors**; and 3) the rest of the committee shall be made up of **Members of the Public**, which may include off-duty Brown County employees.
6. Term of Members: **Three Years.**
7. Selection of Officers: 1) a ***Chair*** to set the Agenda and run the Sub-Committee or Ad Hoc Committee; 2) A ***Vice-Chair*** to act in the Chair's stead when needed; and 3) a ***Secretary*** to prepare the Agenda at direction of the Chair and to take Minutes, and to timely forward both to the County Clerk's Office, shall be **nominated and selected by majority vote of the Sub-Committee or Ad Hoc Committee** at its first meeting each calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Mental Health Sub-Committee is hereby authorized and approved to be created and act as described above in this Resolution.

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

Respectfully submitted,

HUMAN SERVICES COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

20-136R
Authored by: Corporation Counsel at Direction of Human Services Committee
Approved by: Corporation Counsel

A motion was made by Supervisor Borchardt and seconded by Vice Chair Sieber **"to adopt."** Vote taken. Motion carried 24-2 (Nays – Murphy, Suennen).

ATTACHMENT TO RESOLUTION #11B

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

David P. Hemery
Corporation Counsel

PHONE: **(920) 448-4006**
FAX: **(920) 448-4003**
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 12-15-2020

REQUEST TO: SPECIAL Human Services Comm, and Co Bd

MEETING DATE: 12-15-2020, 12-16-2020, 01-27-2021 and 02-17-2021

REQUEST FROM: Dave Hemery, per Human Services Comm
Corp Counsel

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

TITLE: **RESOLUTION OF STANDING COMMITTEE ("HUMAN SERVICE COMMITTEE") TO CREATE NEW AD HOC COMMITTEE OR SUB-COMMITTEE PER BROWN COUNTY CODE SECTION 2.05(8) ("MENTAL HEALTH SUB-COMMITTEE")**

ISSUE/BACKGROUND INFORMATION:

Human Services Committee desires to create a Mental Health Sub-Committee

ACTION REQUESTED:

Consideration and approval

FISCAL IMPACT:

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

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

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11b

Administration Committee and Planning, Development & Transportation Committee

No. 11c -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE UW-EXTENSION DEPARTMENT – LTE HYDROPONICS PROGRAM ASSISTANT.

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

Ladies and Gentlemen:

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

WHEREAS, the Department is beginning to implement an urban agriculture initiative and the first component of that project is growing produce on a monthly basis using hydroponics; and

WHEREAS, the Department needs a position to oversee the planting and harvesting of the produce as well as maintaining needed equipment; and

WHEREAS, the Department will decrease their travel expenses and apply a donation to cover the financial impact of this position; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department's table of organization: the addition of one (0.05 FTE) LTE Hydroponics Program Assistant position.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, the following changes to the Department's table of organization, as described above and below in the Budget Impact section of this resolution, are hereby approved: the addition of one (0.05 FTE) LTE Hydroponics Program Assistant position; and

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

Budget Impact: UW-Extension

Annual Budget Impact	**FTE**	**Addition /Deletion**	**Salary**	**Fringe**	**Total**
LTE Hydroponics Program Assistant $15.00/hr Position #TBD Hours: 91	.05	Addition	$1,365	$144	$1,509
Decrease in Travel Expenses					($800)
Knudson Farm Operations Donation					($700)
Annual Budget Impact					**$9**

Partial Budget Impact (3-1-21 to 12-31-21)	**FTE**	**Addition /Deletion**	**Salary**	**Fringe**	**Total**

LTE Hydroponics Program Assistant $15.00/hr Position #TBD Hours: 91	.05	Addition	$1,024	$120	$1,144
Decrease in Travel Expenses					($800)
Knudson Farm Operations Donation					($700)
Annual Budget Impact					**($106)**

Fiscal Note: This resolution does not require an appropriation from the General Fund. Personnel costs will be offset by donations and a reduction in travel expenses.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

21-006R
Authored by UW-Extension
Final Draft Approved by Corporation Counsel's Office

A motion was made by Supervisor Landwehr and seconded by Supervisor Kaster **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11C
ON THE FOLLOWING PAGE

Brown County

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

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 1-14-21

REQUEST TO: PD & T, Administration and County Board

MEETING DATE: 1/26/21, 2/4/21 & 2/17/21, respectively

REQUEST FROM: Judy Knudsen
Director

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

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE UW-EXTENSION DEPARTMENT – LTE HYDROPONICS PROGRAM ASSISTANT

ISSUE/BACKGROUND INFORMATION:

Extension is beginning to implement an urban agriculture initiative. One of the first components is to grow produce on monthly basis using hydroponics. Two vertical hydroponics growing units located at the STEM Innovation Center will be used to raise produce that will be donated to local food pantries. Produce will be harvested monthly. There is a need for a very part-time position to oversee the planting and harvesting of produce as well as maintaining equipment.

ACTION REQUESTED:

Add LTE Hydroponics Program Assistant

FISCAL IMPACT:

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

1. What is the amount of the fiscal impact? $9
2. Is it currently budgeted? ☐ Yes ☒ No ☐ N/A *(if $0 fiscal impact)*
   a. If yes, in which account?
      If no, how will the impact be funded? Reduction in travel expenses, increase in donations
   b. If funding is from an external source, is it one-time ☒ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11C

12/2/2018

Administration Committee

~~**No. 11d -- RESOLUTION TO CHANGE DATE OF FULL TIME EMPLOYEE 2021 WAGE ADJUSTMENTS.**~~

No. 11e -- RESOLUTION TO CHANGE DATE OF EMPLOYEE 2021 WAGE ADJUSTMENTS AND FOR COVID RESPONSE PAY.

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

Ladies and Gentlemen:

WHEREAS, on October 28, 2020, the Brown County Board of Supervisors authorized and directed a 1.56% wage increase for all Non-Union Brown County employees payable at the end of 2021 (retroactive to the beginning of 2021), because of the uncertainty caused by COVID; and

WHEREAS, the County has determined that it budgetarily has the funds to allow for the wage increase earlier in the year; and

WHEREAS, limiting the duration of retroactive payments will reduce the administrative burden on Administration and will be beneficial to County employees; and

WHEREAS, it is also desirable that County employees identified by Administration as holding an Emergency Responder position or a Health Care Provider position (see Attachment A), who were required to maintain staffing during the pandemic and were therefore **ineligible** for Federal Emergency Family and Medical Leave Act (EFMLA) pay **and not fully eligible** for Federal Emergency Paid Sick Leave (EPSL), be **eligible** for Brown County Essential Services COVID Response Pay in the amount of $400 for full-time employees (employees who work 37.5 or more hours per week), and $200 for less than full-time employees (employees who work less than 37.5 hours per week), as long as said employees worked hours for Brown County during the year 2020 and remain active Brown County employees at the time of payout.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs that the 1.56% wage increase be provided to all Non-Union Brown County employees (not including Limited Term nor Seasonal employees, nor Elected Officials) that received a satisfactory 2020 Performance Review and that are current County employees at the time the wage adjustment is made, and said wage increase shall be retroactive to January 1, 2021; and

BE IT FURTHER RESOLVED that Administration is authorized to approve of Union contracts with 2021 wage increases up to 1.56% for Union represented employees that received a satisfactory 2020 Performance Review and that are a current County employee at the time of the wage adjustment is made, and said wage increase shall be retroactive to January 1, 2021; and

BE IT FURTHER RESOLVED that County employees identified by Administration as holding an Emergency Responder position or a Health Care Provider position (see Attachment A) be eligible for Brown County Essential Services COVID Response Pay in the amount of $400 for full-time employees (employees who work 37.5 or more hours per week), and $200 for less than full-time employees (employees who work less than 37.5 hours per week), as long as said

employees worked hours for Brown County during the year 2020 and remain active Brown County employees at the time of payout; and

BE IT FINALLY RESOLVED that Administration is hereby authorized and directed to take any and all actions necessary to carry out the authorizations, intent and directives contained in this Resolution.

Fiscal Note: This resolution is reflected in the 2021 Adopted Budget, and sufficient funds of $386,663.20 are available for COVID Response Pay within the 2020 Budget.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

21-002R
Authored by Corporation Counsel
Approved by Corporation Counsel's Office

A motion was made by Supervisor Borchardt and seconded by Supervisor Schadewald **"to adopt."** Vote taken. Motion carried unanimously with no abstentions

Education & Recreation Committee

No. 11f -- RESOLUTION TO AUTHORIZE BROWN COUNTY TO APPLY TO RETAIN ITS "BIRD CITY WISCONSIN" RECOGNITION STATUS AND TO RECOGNIZE INTERNATIONAL MIGRATORY BIRD DAY.

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

Ladies and Gentlemen:

WHEREAS, Brown County, Wisconsin has a long history of supporting actions that support migratory birds and bird habitat through the protection, preservation and management of parks, natural areas, trail corridors and open space, including management of invasive species and tree planting, the sale of bird houses, installation of cavity nest boxes and creation of bluebird trails and other educational resources; and

WHEREAS, Brown County first established "Bird City Wisconsin" status in 2011, based on its effort to protect birds and their habitat, then Brown County received "High Flyer" status in 2013/14, one of 25 communities to receive this prestigious recognition and one of 111 "Bird City Wisconsin" communities in Wisconsin; and

WHEREAS, these migrant species also play an important economic role. A study conducted in 2014 from the U.S. Fish and Wildlife Service found Wisconsin to have the second highest birder rate in the nation. Furthermore, the study found birders in Wisconsin generate $13 billion in state and federal tax revenues, with a statewide economic impact of $106 billion; and

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, since 1993, International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds; and

WHEREAS, while International Migratory Bird Day officially is held each year on the second Saturday in May, its observance is not limited to a single day, and Brown County Parks will schedule activities on the dates best suited to the presence of both migrants and celebrants.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby proclaims May, 2021 as a time to celebrate International Migratory Bird Day in Brown County, Wisconsin and urges all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.
Fiscal Note: This resolution does not require an appropriation from the General Fund. The $125 application fee was approved in the Parks Department 2021 budget.

Respectfully submitted,

EDUCATION AND RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

21-007R
Authored by: Parks Department
Approved by: Corporation Counsel

A motion was made by Vice Chair Sieber and seconded by Supervisor Lund **"to adopt."** Vote taken. Motion carried unanimously with no abstentions

ATTACHMENT TO RESOLUTION #11F
ON THE FOLLOWING PAGE

PARKS

Brown County

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

PHONE: (920) 448-6242 FAX: (920) 448-4054

Matt Kriese
PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 01/18/2021

REQUEST TO: Education and Recreation Committee, County Board of Supervisors

MEETING DATE: 02/03/2021 and 02/17/2021, respectively

REQUEST FROM: Matt Kriese

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

TITLE: **RESOLUTION TO AUTHORIZE BROWN COUNTY TO APPLY TO RETAIN ITS "BIRD CITY WISCONSIN' RECOGNITION STATUS AND TO RECOGNIZE INTERNATIONAL MIGRATORY BIRD DAY**

ISSUE/BACKGROUND INFORMATION:

Since 2011, Brown County has held the "Bird City Wisconsin" status, one of 111 communities in the state. In order to be eligible to retain this status and recognize International Migratory Bird Day, a formal resolution is required.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

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

1. What is the amount of the fiscal impact? $125 application fee
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A *(if $0 fiscal impact)*
   a. If yes, in which account? 100.062.091.001.5305
   b. If no, how will the impact be funded?
   c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11-f

At this time, a motion was made by Supervisor Schadewald and seconded by Supervisor Sieber **"to suspend the rules and take Agenda Item #11h before Item #11g"** Vote taken. Motion carried 25-1 (Nay – Schultz).

ALTHOUGH SHOWN IN THE PROPER FORMAT HERE, ITEM 11H WAS TAKEN AT THIS TIME

Special Executive Committee

No. 11g -- RESOLUTION OF STANDING COMMITTEE ("EXECUTIVE COMMITTEE") TO CREATE NEW AD HOC COMMITTEE OR SUB-COMMITTEE PER BROWN COUNTY CODE SECTION 2.05(8) ("RACIAL EQUITY AD HOC COMMITTEE").

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

Ladies and Gentlemen:

WHEREAS, a Brown County Standing Committee desires to create a new Ad Hoc Committee or Sub-Committee, as follows:

8. Name and Type of Ad Hoc Committee or Sub-Committee (NOTE: *Ad Hoc Committees* only meet and exist until their purpose is accomplished, typically by submission of Findings and/or a Report to the Standing Committee, while *Sub Committees* meet and exist for an extended and indefinite amount of time): **Racial Equity Ad Hoc Committee.**
9. Purpose of Committee: **To create an action plan to address strategies and recommendations to address racial equity and support concerns in Brown County.**
10. Number of Members: **Nine.**
11. Selection of Members: **Appointed by Executive Committee Chair, Confirmed by Executive Committee Members.**
12. Special Member Criteria: Required members include: 1) **Three County Board Supervisors**; and 2) **Six Community Members**.
13. Term of Members: **Two Years.**
14. Selection of Officers: 1) a ***Chair*** to set the Agenda and run the Sub-Committee or Ad Hoc Committee; 2) A ***Vice-Chair*** to act in the Chair's stead when needed; and 3) a ***Secretary*** to prepare the Agenda at direction of the Chair and to take Minutes, and to timely forward both to the County Clerk's Office, shall be **nominated and selected by majority vote of the Sub-Committee or Ad Hoc Committee** at its first meeting each calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Racial Equity Ad Hoc Committee is hereby authorized and approved to be created and act as described above in this Resolution.

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

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

21-014R
Authored by: Corporation Counsel at Direction of Human Services Committee
Approved by: Corporation Counsel

A motion was made by Supervisor Coenen and seconded by Supervisor Borchardt **"to adopt."** Roll Call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Aye	25
Sieber	1	Aye	**Vander Leest**	10	Aye	**Erickson**	19	Aye	Nay	1
De Wane	2	Aye	**Buckley**	11	Aye	**Coenen**	20	Aye	Abstain	0
Chu	3	Aye	**Landwehr**	12	Aye	**Schultz**	21	Aye	Excused	0
Dorff	4	Aye	**Dantinne, JR.**	13	Aye	**Peters**	22	Aye		
Jacobson	5	Aye	**Brusky**	14	Aye	**Suennen**	23	Aye	Total	26
Lefebvre	6	Aye	**Murphy**	15	Nay	**Schadewald**	24	Aye		
Friberg	7	Aye	**Kaster**	16	Aye	**Lund**	25	Aye		
Borchardt	8	Aye	**Van Dyck**	17	Aye	**Deneys**	26	Aye		
Evans	9	Aye	**Hopkins**	18	Aye					

Motion carried.

No. 11h -- RESOLUTION ADVANCING RACIAL EQUITY AND SUPPORT THROUGHOUT BROWN COUNTY.

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

Ladies and Gentlemen:

WHEREAS, race, unlike ethnicity, is a social construction with no biological basis; and

WHEREAS, racism is a social system with multiple dimensions: individual racism is internalized or interpersonal; and systemic racism is institutional or structural, and is a system of structuring opportunity and assigning value based on the social interpretation of how one looks, that unfairly disadvantages some individuals and communities, unfairly advantages other individuals and communities, and saps the strength of the whole society through the waste of human resources; and

WHEREAS, racism causes persistent racial discrimination in housing, education, employment and criminal justice; and an emerging body of research demonstrates that racism is a social determinant of health; and

WHEREAS, more than 100 studies have linked racism to worse health outcomes; and

WHEREAS, in Wisconsin, the highest excess death rates exist for African American and Native Americans, at every stage in the life course, and our infant mortality rate for infants of non-Hispanic black women is the highest in the nation**;** and

WHEREAS, the American Public Health Association (APHA) launched a National Campaign Against Racism; and

WHEREAS, Healthiest Wisconsin 2020 states that, "*Wisconsin must address persistent disparities in health outcomes, and the social, economic, educational and environmental inequities that contribute to them.*"; and

WHEREAS, the Wisconsin Public Health Association has adopted in 2010 the resolution "Achieving Health Equity" and in 2014 the resolution "Promoting a Health in all Policies (HIAP) Framework to Guide Policymaking" and in 2017 convened a Racial Equity Workgroup; and

WHEREAS, the Brown County Board of Supervisors asserts that racism is a public health crisis affecting our entire society.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors advocates for policies that eliminate health and opportunity gaps along racial lines and increase the success of all groups ~~by distributing resources justly across all communities;~~ and

BE IT FURTHER RESOLVED that the Brown County Board of Supervisors encourages individual advocacy to dismantle systemic racism and recognizes that every Brown County employee is responsible for creating and maintaining a culture in which employees respect the diverse values, beliefs, and behaviors in the workplace and the community that they serve; and

BE IT FURTHER RESOLVED that the Brown County Board of Supervisors works to build alliances and partnerships with other organizations that are confronting racism, commits to engaging municipalities and institutions within the county to prioritize racial equity to address structural racism; and

BE IT FINALLY RESOLVED that the Executive Committee will form an ad hoc committee to address racial equity and support throughout Brown County.

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

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

21-015R
Authored by: Corporation Counsel at Direction of Executive Committee
Approved by: Corporation Counsel

**As amended by the Brown County Board of Supervisors on February 17, 2021

A motion was made by Supervisor Chu and seconded by Supervisor Dorf **"to adopt."**

A motion was made by Supervisor Evans **"to separate the BE IT FINALLY RESOLVED paragraph"** No second. Motion failed.

A motion was made by Supervisor Lund and seconded by Supervisor Evans **"to strike *'by distributing resources justly across all communities;'* in the NOW THEREFORE BE IT RESOLVED paragraph."**

A motion was made by Supervisor Coenen and seconded by Supervisor Lefebvre **"to refer to Executive Committee."**

After discussion, Supervisor Coenen withdrew her motion.

A vote was taken on Supervisor Lund's motion to amend. Motion carried 23 – 3. (Nays - Schultz, Kaster, Brusky).

Supervisor Lund requested a friendly amendment **"to change the word *'with'* to *'within'* in the second BE IT FURTHER RESOLVED."**

A motion was made by Vice Chair Sieber and seconded by Supervisor Lund to **"approve as amended."** Roll Call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Aye	17
Sieber	1	Aye	Vander Leest	10	Nay	Erickson	19	Aye	Nay	9
De Wane	2	Aye	Buckley	11	Nay	Coenen	20	Aye	Abstain	0
Chu	3	Aye	Landwehr	12	Aye	Schultz	21	Nay	Excused	0
Dorff	4	Aye	Dantinne, JR.	13	Nay	Peters	22	Nay		
Jacobson	5	Aye	Brusky	14	Aye	Suennen	23	Nay	Total	26
Lefebvre	6	Aye	Murphy	15	Nay	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Nay	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Nay	Hopkins	18	Aye					

Motion carried.

Committee of the Whole

No. 12a -- RESOLUTION TO AUTHORIZE THE PURCHASE AND DEVELOPMENT OF PROPERTY ON THE FORMER PULLIAM POWER PLANT SITE.

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

Ladies and Gentlemen:

WHEREAS, Brown County desires to expand and develop its Port; and

WHEREAS, Brown County desires to purchase, and then to lease and/or re-sell, certain parcels of land from Wisconsin Public Service Corporation (WPS) in an area in known as the former Pulliam Power Plant site, located at the northern mouth of the Fox River; and

WHEREAS, specifically, Brown County desires to purchase from WPS the Two Areas shown in Yellow on Attachment A to the WPS Real Estate Sale Agreement, attached to and made part of this Resolution by reference; and

WHEREAS, Brown County desires to sell part of the land it desires to purchase from WPS to GLC Minerals, as shown in Red on Exhibit A to the GLC Minerals Letter of Intent, attached to and made part of this Resolution by reference, and desires to lease the land (to another entity) as shown in Yellow on Exhibit A to the GLC Minerals Letter of Intent.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs County Administration, Officers, Agents and Employees to take any and all actions necessary: 1) to enter into a Real Estate Sale Agreement with WPS that contains terms and conditions acceptable to Corporation Counsel, and substantially similar to those in the attached Real Estate Sale Agreement (including **Attachments A through J**); and 2) to enter into a Letter of Intent with GLC Minerals that contains terms and conditions acceptable to Corporation Counsel, and substantially similar to those in the attached Letter of Intent (including **Exhibit A**).

Fiscal Note: This resolution does not require an appropriation from the General Fund. Funding for acquisition of the former Pulliam Plant parcels of $2,700,000 is available in the Port & Resource Recovery Acquisition and Siting Fund, and $500,000 is from the WEDC Idle Sites Grant. The sale to GLC will increase the Port & Resource Recovery Acquisition and Siting Fund by $876,600.

Respectfully submitted,

COMMITTEE OF THE WHOLE

Approved By: /s/ Troy Streckenbach Date: 02/22/2021

21-016R
Authored by Corporation Counsel
Approved by Corporation Counsel Office

A motion was made by Supervisor Landwehr and seconded by Supervisor Vander Leest **"to adopt."** Roll call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Aye	26
Sieber	1	Aye	**Vander Leest**	10	Aye	**Erickson**	19	Aye	Nay	0
De Wane	2	Aye	**Buckley**	11	Aye	**Coenen**	20	Aye	Abstain	0
Chu	3	Aye	**Landwehr**	12	Aye	**Schultz**	21	Aye	Excused	0
Dorff	4	Aye	**Dantinne, JR.**	13	Aye	**Peters**	22	Aye		
Jacobson	5	Aye	**Brusky**	14	Aye	**Suennen**	23	Aye	Total	26
Lefebvre	6	Aye	**Murphy**	15	Aye	**Schadewald**	24	Aye		
Friberg	7	Aye	**Kaster**	16	Aye	**Lund**	25	Aye		
Borchardt	8	Aye	**Van Dyck**	17	Aye	**Deneys**	26	Aye		
Evans	9	Aye	**Hopkins**	18	Aye					

Motion carried unanimously.

ATTACHMENTS TO RESOLUTION #12A ON THE FOLLOWING PAGES

WPS

12a

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

Attachment A

Wisconsin Public Service

12a

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "**Agreement**") is made as of the ____ day of _____, 2020 (the "**Effective Date**") by and between **BROWN COUNTY, WISCONSIN** ("**Buyer**"), and **WISCONSIN PUBLIC SERVICE CORPORATION** ("**Seller**").

RECITALS:

A. Seller owns the Property described in Section 1 below.

B. Buyer wishes to buy and Seller wishes to sell all of Seller's right, title, and interest in and to the Property, as defined below.

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Property.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy Seller's right, title, and interest in and to approximately ___ acres of real property (including lands below the ordinary high water mark) as identified by the areas labeled "Area 3," "Area 4" in **Exhibit A** attached hereto (the "**Property**").

(b) Buyer acknowledges that the Property is part of one or more parcels of land owned by the Seller (the "**Seller Land**"). Seller shall use commercially reasonable efforts to effect a legal land division (the "**Land Division**") sufficient to cause the Property to be legally separate from the remainder of the Seller Land. The legal description of the Property for all purposes of this agreement shall be as set forth in the instrument(s) effecting the Land Division.

2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be Two Million Seven Hundred Thousand Dollars ($2,700,000). The Purchase Price shall be paid as follows:

(a) Earnest money in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "**Deposit**") shall be paid to the Title Company, as hereinafter defined, within three (3) days after the Effective Date of this Agreement, to be applied toward the Purchase Price unless otherwise provided herein. The Deposit shall be held by the Title Company pursuant to its standard joint order escrow agreement.

(b) Buyer shall pay the remaining balance in cash at Closing by wire transfer of immediately available funds.

3. Title Evidence. Seller shall cause to be delivered to Buyer, within fifteen (15) days after the Effective Date, a commitment to issue ("**Title Commitment**") an ALTA owner's policy of title insurance for the Property in the amount of the Purchase Price ("**Title Policy**") issued by Bay Tile & Abstract, Inc. ("**Title Company**"). Buyer shall have fifteen (15) days after its receipt

of the Title Commitment to object in writing to any condition of title that is not a Permitted Encumbrance under this Agreement. Buyer's failure to so object shall constitute a waiver of any objections. Any matter specifically stated in the Title Commitment and not objected to by Buyer shall be deemed a "**Permitted Encumbrance**." Additionally, all municipal and zoning ordinances (and agreements entered under them), recorded easements for the distribution of utilities, general taxes for the year of Closing, and the matters set forth on **Exhibit C** shall be deemed Permitted Encumbrances and Buyer may not object to the same. If any objection is properly made, Seller shall have thirty (30) days thereafter in which to attempt to correct the condition. A condition shall be deemed cured if the Title Company agrees to insure against such condition. If the condition of title is not or cannot be corrected within the thirty (30) day period, Buyer may, as its sole remedy, either (i) terminate this Agreement, whereupon the Deposit shall be returned promptly to Buyer, or (ii) elect to accept such title as Seller is able to convey and proceed to Closing without adjustment of the Purchase Price. Seller shall not be required to correct any condition of title and Seller's failure to correct any condition of title shall not constitute a default by Seller hereunder. If Buyer does not, within fifteen (15) days after the expiration of the thirty (30) day period described above, elect either (i) or (ii) above, Buyer shall be deemed to have elected (ii) and Buyer shall proceed to Closing as required hereunder.

4. Seller Deliveries. Within fifteen (15) days of the Effective Date, Seller shall deliver to Buyer (or make available to Buyer through an electronic document portal) the items set forth on the attached **Exhibit B** (the "**Seller Deliveries**"). Seller delivers such items for Buyer's convenience only and makes no representations regarding the completeness or accuracy of the statements made in any Seller Deliveries.

5. Seller's Contingencies. Seller's obligation to conclude this transaction is contingent upon:

(a) Buyer paying the Purchase Price at Closing and complying with all other terms, conditions, and obligations of Buyer under this Agreement;

(b) Seller effecting the Land Division; and

(c) Seller obtaining, on or before April 15, 2021 all final corporate authorization that is necessary or desirable in Seller's sole discretion to close this Agreement and to convey the Property, with the terms "corporate approval" and "corporate authority" to include without limitation approval of Seller's corporate parent deemed necessary or desirable by Seller in its sole discretion.

If any of the above contingencies has not been satisfied or waived in writing Seller may by written notice delivered on or before Closing or, in the case of Section 5(c) on or before April 15, 2021, either (i) postpone Closing for a period sufficient to allow the satisfaction of such conditions, or (ii) terminate this Agreement by written notice to Buyer on or before the scheduled Closing Date (as defined below); provided, however, that if the failure to satisfy such conditions is due to a default by Buyer, Seller shall also be entitled to its remedies set forth herein. If Seller fails to terminate this Agreement by April 15, 2021, the contingency under Section 5(c) above shall be deemed waived and satisfied.

6. Buyer's Contingencies. Buyer's obligation to conclude this transaction is contingent upon:

(a) Seller complying with all other terms, conditions, and obligations of Seller under this Agreement;

(b) Seller providing sufficient evidence to Buyer of successful Land Division;

(c) Buyer receiving on or before April 15, 2021, conclusive approval from the Wisconsin Economic Development Corporation (WEDC) that Buyer will be awarded and receive the anticipated $500,000 in grant monies for use in purchasing the Properties; and

(d) Buyer receiving on or before April 15, 2021, sufficient assurances to the sole satisfaction of Buyer, from Canadian National Railway ("CN") that CN will allow Buyer and its agents, employees, customers, invitees, designees, licensees, leases, tenants and occupants to construct and use rail tracks as described in the Railway Easement (defined below).

If any of the above contingencies has not been satisfied or waived in writing Buyer may by written notice delivered on or before Closing or, in the case of Section 6(c) and 6(d) on or before April 15, 2021, (i) postpone Closing for a period sufficient to allow the satisfaction of such conditions, or (ii) terminate this Agreement by written notice to Seller on or before the scheduled Closing Date (as defined below), and such termination shall result in the return of the Deposit to Buyer with no other penalties nor consequences of any sort being incurred by Buyer; provided, however, that if the failure to satisfy such conditions is due to a default by Seller, Buyer shall also be entitled to its remedies set forth herein. If Buyer fails to terminate this Agreement by April 15, 2021, the contingency under Section 6(c) and Section 6(d) above shall be deemed waived and satisfied.

7. Closing.

(a) Closing of this transaction (**"Closing"**) shall take place on a date (the **"Closing Date"**) not later than December 31, 2021, provided, however, that Seller shall have the option to extend the date of Closing to a date on or before March 31, 2022. Closing shall take place at the offices of the Title Company and shall be conducted in escrow through the Title Company.

(b) At Closing:

(i) Deed. Seller shall deliver to Buyer a duly executed and acknowledged special warranty deed in the form attached hereto as **Exhibit D** conveying the Property to Buyer, free and clear of all matters created by Seller except for the Permitted Encumbrances.

(ii) Restrictive Covenant and Indemnity. Buyer and Seller shall execute and record against the Property the restrictive covenant and indemnity (the **"Restrictive Covenant"**) in the form attached hereto as **Exhibit E**;

(iii) Right of First Offer. Buyer and Seller shall execute, but not record, the right of first offer agreement regarding the approximately ___ acres of land on which the "shed" is located in the form attached hereto as **Exhibit F**.

(iv) Buyer Easement Agreement. Buyer and Seller shall execute and record the Easement Agreement (the "**Buyer Easement Agreement**") in the form attached hereto as **Exhibit G** granting Buyer an ingress and egress easement along portions of Seller's property as described therein;

(v) Right of First Offer. Buyer and Seller shall execute, but not record, the right of first offer agreement regarding the 'Fly Ash Area,' in the form attached hereto as **Exhibit H**.

(vi) Seller Easement Agreement. Buyer and Seller shall execute and record against the Property the Seller Easement Agreement (the "**Seller Easement Agreement**") in the form attached hereto as **Exhibit I** granting Seller an ingress and egress, railway, and utility easement along portions of the Property as described therein;

(vii) Railway Easement. Buyer and Seller shall execute and record the Easement Agreement (the "**Railway Easement**") in the form attached hereto as **Exhibit J** granting Buyer a railway easement along portions of Seller's property as described therein;

(viii) Title Policy. Seller shall, at Seller's expense, cause the Title Company to issue the title policy pursuant to the Title Commitment as required hereunder.

(ix) Possession. Possession of the Property shall be delivered to Buyer subject only to the Permitted Encumbrances.

(x) Affidavit. Seller shall execute and deliver to Buyer and Title Company an affidavit that evidences that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

(xi) Assignment and Assumption. Seller and Buyer shall execute an assignment and assumption agreement reasonably acceptable to Seller and Buyer whereby Seller shall assign and Buyer shall assume all rights and obligations under the Lease.

(xii) Title Documents. Seller shall execute and deliver to the Title Company such customary affidavits and statements concerning parties in possession of the Real Property or claims for mechanic's or construction liens or broker's liens, as may be required by Title Company in order to issue the title policy.

(xiii) Authority of Seller. Seller shall deliver to Title Company a copy of any and all documents reasonably required by Buyer or the Title Company authorizing and approving the sale by Seller and authorizing the person signing all documents for and on behalf of Seller.

(xiv) Closing Statement. Buyer and Seller shall execute and deliver a Closing statement setting forth a summary of the Purchase Price and adjustments thereto.

(xv) Transfer Return. Buyer and Seller shall each provide such information as may be required for the electronic filing of a Wisconsin Real Estate Transfer Return.

8. Prorations. The following items will be prorated and apportioned as of the Closing Date with income and expenses for the Closing Date accruing to Buyer:

(a) Net general real estate taxes for the year of Closing shall be prorated at the time of Closing on the basis of the net general real estate taxes actually levied against the Property for the prior year unless the real estate tax assessment for the year of Closing is known at the time of Closing, in which event the proration shall be based on the actual taxes for the year of Closing. If the Property is part of a larger parcel for real estate tax purposes, the taxes shall be prorated based upon a fraction, the numerator of which shall be the area of the Property, and the denominator of which shall be the area of the Seller Land. Buyer and Seller covenant and agree to be responsible for their pro rata portion of the real estate tax and assessment bill for the year of Closing allocable on an equitable basis to the portions of the Seller Land owned by each of them following Closing, it being acknowledged that the year 2021 real estate tax and assessment bill may not reflect the Land Division. In such event, (i) at Closing Buyer shall provide Seller with a credit for Buyer's prorated portion of such allocated real estate taxes and assessments for the year of Closing, (ii) within thirty (30) days after Seller's receipt of the actual tax bill for the year of Closing the parties agree to "true up" the allocation of taxes that was made at Closing (with an appropriate payment from Buyer to Seller, or Seller to Buyer (as appropriate), within such 30-day period), and (iii) Seller shall pay the real estate taxes and assessments for the year of Closing prior to delinquency and upon Buyer's request shall provide proof of such payment to Buyer. Each party agrees to indemnify, defend and hold the other harmless from and against any liability and costs arising from the failure of the indemnifying party to comply with the foregoing covenant, and the true-up, payment and indemnification obligations set forth in this Section 8(a) shall survive Closing.

(b) Installments of special assessments, if any, due and payable prior to the Closing Date shall be paid by Seller. Installments of special assessments, if any, due and payable after the Closing Date shall be paid by Buyer.

(c) All rent paid under the Lease for the month of the Closing shall be prorated as of the Closing as a credit to the Purchase Price. All delinquent rents for periods prior to Closing and all uncollected rents for the month of Closing shall remain the property of the Seller and Buyer shall pay to Seller all such delinquent rents and uncollected rents, if and when collected by Buyer. Seller shall have no further right to collect any such delinquent rents or uncollected rents. It is understood and agreed that all rents collected by Buyer after Closing shall be applied first to current rents until paid in full and then to such delinquent and uncollected rents.

9. Closing Costs. Closing costs shall be paid as follows:

(a) Seller shall pay the real estate transfer fee.

(b) Seller shall pay all title insurance premiums for the owner's Title Policy and a gap endorsement, and Buyer shall pay the premiums for any other endorsements to the Title Policy that are requested by Buyer.

(c) All costs, fees or charges, except for all title insurance premiums, charged by the Title Company, including but not limited to escrow, Closing and wire transfer fees, shall be divided equally between Seller and Buyer.

(d) Each party shall pay its own attorneys' fees.

(e) Buyer shall reimburse Seller for the sum of $5,805.80, which sum is the cost of a Phase I Environmental Site Assessment prepared by Seller for Buyer.

(f) Buyer shall pay for all reports or studies ordered by it such as appraisals, engineering inspection reports or hazardous waste study reports, and all of its feasibility and inspection reports.

(g) Buyer shall pay the recording fees for the special warranty deed and Seller shall pay the recording fees for any satisfaction of its existing liens and encumbrances.

10. Default.

(a) Buyer Remedies.

(i) If Seller on or before the Closing Date, breaches its obligations hereunder and Seller fails to cure such breach for fifteen (15) days after notice to Seller by Buyer, then, Buyer may elect, as its sole and exclusive remedy, to either (i) waive such default and seek specific performance of this Agreement, or (ii) terminate this Agreement by giving written notice to Seller and Title Company, whereupon neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement. Immediately upon any termination by Buyer under this Section 9(a)(i), Title Company shall pay to Buyer, as Buyer's sole remedy, the Deposit. If Buyer elects to seek specific performance such remedy must be elected by Buyer, and a lawsuit filed by Buyer, no later than ninety (90) days following the scheduled Closing Date, otherwise Buyer shall be deemed to have elected the remedy set forth in Section (a)(ii).

(ii) After Closing, Buyer's sole remedy for a breach by Seller shall be to bring an action for actual damages not to exceed $200,000 resulting from any such breach, within ninety (90) days of the Closing Date. If for any reason Buyer does not bring an action within such time period, Buyer shall be deemed to have forever waived any and all claims against Seller. Further, Seller's maximum liability for any breach of this Agreement or any matter related to the Property after Closing shall be limited to $200,000.

(b) Seller Remedies. If Buyer shall breach its obligations hereunder and such breach remains uncured for fifteen (15) days after Seller has notified Buyer, Seller, as its sole and exclusive remedy, shall be entitled to receive the Deposit as liquidated damages (and not as a penalty) and to terminate this Agreement, whereupon neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement.

Nothing in this Section 9 shall be deemed in any way to limit, affect or impair any of Buyer's indemnities or obligations that survive the termination of this Agreement or limit or impair

Seller from pursuing any remedies available to Seller at law or in equity as a result of such indemnifications or other obligations of Buyer that survive the termination of this Agreement.

11. Assignment. Buyer may not assign its interest under this Agreement, without Seller's prior written consent, which may be withheld in Seller's sole and absolute discretion.

12. Condemnation. If, prior to the Closing Date, ten percent (10%) or more of the area of the Property is taken by exercise of the power of eminent domain, or any proceedings are instituted to effect such a taking, Seller shall immediately give Buyer notice of such occurrence, and Buyer may, within fifteen (15) days after receipt of such notice, elect either (a) to terminate this Agreement, in which event neither party shall have any further liability hereunder (except for the obligations and provisions which are expressly stated to survive the termination of this Agreement), and Buyer shall have no interest in or claim to the condemnation award or any damages collected or claimed with respect to such taking; or (b) to close the transaction contemplated hereby as scheduled, in which event Seller shall assign to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking, which in total amount do not exceed the Purchase Price. If prior to the Closing Date, less than ten percent (10%) of the area of the Property is taken by exercise of the power of eminent domain, or any proceedings are instituted to effect such taking, the parties shall close the transaction contemplated hereby as scheduled, and Seller shall assign to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking which in total amount do not exceed the Purchase Price.

13. Access For Buyer. Seller agrees to grant access to the Property to Buyer, its architects, engineers, contractors and agents at all reasonable times prior to Closing upon not less than two (2) days prior written notice for inspection, examination, non-destructive testing and planning. The notice must set forth the type of due diligence to be performed and the dates and times of entry and the personnel that will be present on the Property. Notwithstanding the foregoing, Buyer shall not be permitted to take any soil samples or conduct any invasive testing of the Property without Seller's prior written consent, which consent shall not be unreasonably withheld. Buyer shall repair and restore any damage to the Property caused by Buyer's investigations and shall indemnify and hold harmless Seller and its shareholders, members, officers, directors, agents, employees, representatives, successors and assigns (all of the foregoing collectively, the **"Seller Parties"**), and all tenants of the Property, from and against any damages, claims, or losses arising out of the actions of Buyer or Buyer's agents, employees, or contractors on or about the Property. All due diligence and tests performed shall be at Buyer's sole cost and expense. Buyer shall promptly deliver to Seller copies of any and all investigations, studies, findings or reports prepared for or obtained by Buyer. Buyer's obligations under this section shall survive the termination of this Agreement or Closing of this transaction (as applicable).

14. Seller Representations and Warranties; "As Is" Transaction. The only warranties and representations made by and binding upon Seller are those warranties and representations, if any, which are specifically set forth in this Agreement. Any other warranties or representations of any kind made either orally or in writing by any agent or representative of Seller or anyone purporting to be an agent or representative of Seller shall be of no force and effect unless specifically incorporated in writing in this Agreement. Buyer hereby acknowledges that it does

not rely upon any representation or warranty made by Seller or by Seller's agents and that none have been made, except as specifically set forth in writing in this Agreement.

Subject to the foregoing limitations and to the limitations set forth below, Seller represents and warrants to Buyer, as of the Effective Date, that:

(a) Possession. To Seller's knowledge and except as disclosed in the Title Commitment, no party has a right of possession in the Property other than GLC Minerals pursuant to a written lease agreement (the "Lease");

(b) No Other Rights. To Seller's knowledge Seller is the sole legal fee owner of the Property, and is not holding fee title as a nominee for any other person or entity; to Seller's knowledge, no person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein;

(c) Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code;

(d) Authority. Neither the execution, delivery, performance of or compliance with this Agreement and all other agreements contemplated hereby, nor the conveyance and sale of the Property to Buyer pursuant to this Agreement, will result in any breach or violation of, or constitute a default under, any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, award, statute, rule, regulation or restriction binding on Seller or to which Seller is a party, with respect to the Property, and there is no such provision in any such document which materially adversely affects or would materially adversely affect the operation of the Property.

EXCEPT FOR THE LIMITED REPRESENTATIONS SET FORTH IN THIS SECTION 13, SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED AND HAS MADE NO WARRANTIES OR REPRESENTATIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, IN ANY WAY RELATED TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY OR ANY OF ITS IMPROVEMENTS, FIXTURES OR SYSTEMS, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL(S) IN, AT, UNDER OR MIGRATING TO OR FROM THE PROPERTY, THE PROPERTY'S COMPLIANCE OR NONCOMPLIANCE WITH ANY LAWS OR REGULATIONS INCLUDING, WITHOUT LIMITATION, ANY LAWS OR REGULATIONS CONCERNING THE ENVIRONMENT, OR THE SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY IN ITS AS IS, WHERE IS CONDITION. BUYER HEREBY FULLY AND FOREVER WAIVES, RELEASES, DISCHARGES, AND ACQUITS SELLER FROM ANY AND ALL CLAIMS, ACTIONS, COSTS, DAMAGES, EXPENSES, FEES, FINES, LIABILITIES, LOSSES, OBLIGATIONS, PENALTIES, AND SUITS, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN (INCLUDING BUT NOT LIMITED TO, CLAIMS BASED ON CONTRACT, RIGHT OF

CONTRIBUTION, COMMON LAW AND/OR FEDERAL, STATE OR LOCAL STATUTE OR ORDINANCE), IN ANY WAY ARISING OUT OF, RELATING TO OR RESULTING FROM ANY MISREPRESENTATION, OR ANY OTHER TORT ALLEGED TO HAVE BEEN COMMITTED BY SELLER, SELLER'S MEMBERS, OR AGENTS IN CONNECTION WITH OR RELATED TO THE SALE OF THE PROPERTY TO BUYER, THE CONDITION OF THE PROPERTY, OR IN ANY WAY CONNECTED WITH BUYER'S ACQUISITION, OWNERSHIP, DEVELOPMENT OR USE OF THE PROPERTY. THE PURCHASE PRICE FOR THE PROPERTY TAKES INTO ACCOUNT AND SHALL SUFFICIENTLY COMPENSATE BUYER FOR ALL THE TERMS OF THE CONVEYANCE INCLUDING, WITHOUT LIMITATION, BUYER'S OBLIGATION TO ACCEPT THE PROPERTY IN AN "AS-IS" CONDITION AND BUYER'S WAIVER, RELEASE, DISCHARGE AND ACQUITTAL OF SELLER.

15. Environmental Matters.

(a) "**Environmental Laws**" means all federal and state laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, state or local) now or hereafter in effect relating to the environment, public health, environmental, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Real Property as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001, et seq.; the Clean Air Act, 42 U.S.C. §§ 7402 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq., the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; and any successor statutes and regulations to the foregoing).

(b) "**Hazardous Substances**" means (a) all chemicals, materials and substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls ("PCB's"), and substances and compounds containing PCB's.

(c) "**Claims**" means any and all claims at law or in equity, actions or causes of action, suits, demands, judgments, assessments, awards, damages, penalties, fines, sanctions, charges, costs, losses, obligations, liabilities (including without limitation sums paid in settlement

of claims), or other expenses (including without limitation reasonable fees and costs for attorneys, consultants, appraisers, accountants, witnesses, investigators and any other agents of the parties), fees, court costs and litigation expenses, and disbursements, and shall include, without limitation, claims for personal injury or death, property damage, natural resource damages, statutory or regulatory claims under Environmental Laws, claims for contribution, investigation of property conditions, and any clean-up, remedial, removal, or restoration work required by any federal, state, or local government authority or political subdivision, and citizen suits. In all cases, amounts under this paragraph shall be determined net of any refund or reimbursement of any portion of such amounts, including, without limitation, reimbursement by way of insurance, or third party indemnification.

(d) Buyer acknowledges that Seller has provided to Buyer the certain environmental studies, reports, and investigations regarding the Property (collectively, the "**Environmental Reports**"). Buyer acknowledges that Seller has provided the Environmental Reports solely as a convenience to Buyer and for Buyer's informational purposes only and that Buyer is not entitled to rely on the Environmental Reports for any purpose. SELLER DOES NOT AND SHALL NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE ACCURACY OF THE INFORMATION CONTAINED IN THE ENVIRONMENTAL REPORTS, THE COMPLETENESS OF THE ENVIRONMENTAL REPORTS.

(e) Buyer acknowledges and represents that at Closing, Buyer shall accept the Property with, and assumes and shall become solely liable and responsible for all conditions and the presence or suspected presence of Hazardous Substances at the Property, whether known or unknown by Buyer, and whether or not such conditions or Hazardous Substances have been disclosed in the Environmental Reports, or have been or will be discovered in the course of any environmental assessment or inspection activities or otherwise. Buyer also assumes responsibility and liability, at its sole cost and expense, for appropriately managing, in accordance with applicable Environmental Laws, any part of the Property that contains Hazardous Substances.

(f) As a material inducement for Seller to convey the Property to Buyer subject to the terms and conditions set forth in this Agreement, Buyer for itself, its successors, and assigns (to the maximum extent allowed by law, equity or contract), forever releases and covenants not to sue Seller with respect to any and all Claims (whether at law, contract or equity) or matters concerning, arising out of or related to: (i) any and all environmental, health or safety conditions of the Property and/or the presence or suspected presence of Hazardous Substances thereon or thereunder, regardless of whether such environmental, health or safety conditions of the Property or presence or suspected presence of Hazardous Substances is known or unknown at any time by Buyer or Seller, and regardless of whether such environmental, health or safety conditions of the Property or presence or suspected presence of Hazardous Substances is set forth in the Environmental Reports or otherwise; and (ii) any violation by Seller of Environmental Laws at, on, or about the Property.

(g) As a material inducement for Seller to convey the Property to Buyer subject to the terms and conditions set forth in this Agreement, Buyer (to the maximum extent allowed by law, equity or contract) covenants and agrees that, upon Closing, Buyer shall indemnify, defend, and hold Seller and the Seller Parties harmless from and against any and all Claims concerning, arising out of, or related to: (i) any and all environmental, health, or safety conditions of the

Property and/or the presence or suspected presence of Hazardous Substances thereon or thereunder, regardless of whether such environmental, health, or safety conditions of the Property or presence or suspected presence of Hazardous Substances is known or unknown at any time by Buyer or Seller, and regardless of whether such environmental, health or safety conditions of the Property or presence or suspected presence of Hazardous Substances is set forth in the Environmental Reports or otherwise; (ii) any act, omission, breach or violation by Buyer or its agents resulting in any violation of Environmental Laws at on or about the Property; and (iii) any act, omissions, breach or violation by Buyer of the obligations set forth in any closure letter or consent order affecting the Property including without limitation: (a) Case Closure letter from the WDNR dated August 4, 1998 regarding Case No 03-05-097914; (b) Case Closure letter from the WDNR dated August 27, 1996 regarding Case No 03-05-001646; (c) Case Closure letter from the WDNR dated June 18, 1997 regarding Case No 03-05-151068; and (d) that certain Access And Monitoring Cooperation Agreement dated as of May 17, 2019, by and among Seller and Georgia-Pacific Consumer Products LP, a Delaware corporation.

(h) The covenants, terms and conditions of this Section 15 shall survive the Closing of this transaction indefinitely.

16. Time. Time is of the essence with regard to the Closing Date and all other dates and time periods in this Agreement. If the deadline for performance of any obligation under this Agreement shall fall on a weekend or federal holiday, such deadline shall be extended to the next day that is not a weekend or federal holiday.

17. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended; or as of the day when delivered if by electronic mail to the addresses set forth below; or one business day after deposit with a nationally recognized overnight commercial courier service, airbill prepaid, addressed by name and address to the party or person intended as follows:

To Buyer: _____
_____
_____
Attn: _____
Email: _____

To Seller: Wisconsin Public Service Corporation
c/o WEC Energy Group – Business Services
231 W. Michigan Avenue, P129
Milwaukee, WI 53203
Attn: Dawn M. Neuy
Email: dawn.neuy@wecenergygroup.com

With a copy to: Quarles & Brady LLP
411 E. Wisconsin Avenue, Suite 2350
Milwaukee, WI 53202
Attn: Bernard J. Kearney III
Email: bernard.kearney@quarles.com

18. Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

19. Severability of Provisions. If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

20. Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

21. Binding Effect. The terms and conditions of this Agreement shall be binding upon and benefit the parties hereto and their respective successors and assigns. Except as otherwise set forth herein, all of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing, and shall survive Closing for a period of one (1) year.

22. Entire Agreement. This writing constitutes the entire agreement between the parties hereto, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated. This Agreement may be modified or amended only by written instrument signed by both parties.

23. Attorneys' Fees. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs, out-of-pocket expenses and reasonable attorneys' fees from the unsuccessful party.

24. Email Signatures and Counterparts. Signatures transmitted via electronic mail shall be binding on the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but which altogether shall constitute one and the same instrument.

25. Independent Consideration. In any case in which Buyer may terminate this Agreement, so long as such termination is not caused by a default by Seller, then nevertheless Buyer shall pay One Hundred and No/100 Dollars ($100.00) to Seller, such amount belonging to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely within the discretion or control of Buyer for any time period.

26. Brokers. Each party represents and warrants to the other than there are no brokerage or finder's fees or commission that are or may be due in connection with the transaction contemplated by this Agreement. Buyer and Seller shall each indemnify, defend and hold the other party, and their respective members, agents, employees, representatives, successors and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs,

liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representation and warranty set forth in the preceding sentence. Officers, members and/or affiliates of Seller are licensed real estate brokers in the State of Wisconsin.

27. Confidentiality. Seller and Buyer both acknowledge and agree that Buyer, as a Wisconsin governmental entity, is subject to Wisconsin Public Records Laws (WPRL) and to Wisconsin Records Retention Laws (WRRL), as they currently exists and as they may be amended in the future, and that if any part of this Agreement conflicts with Buyer's obligations under the WPRL and WRRL, the WPRL and WRRL shall control, and there shall be no penalty nor consequence of any kind under this Agreement resulting from Buyer following the directives of WPRL and WRRL. Seller and Buyer each agree not to disclose to any other person the terms of this Agreement, and Buyer acknowledges that any non-public information heretofore or hereafter furnished by Seller not previously know or disclosed to Buyer with respect to the Property or any tenant thereof has been and will be so furnished on the condition that Buyer maintain the confidentiality thereof. In the event that the Closing does not occur or this Agreement is terminated, Buyer shall promptly return to Seller all copies of the Seller Deliveries and other documents containing any such non-public information, and Buyer shall not retain any copies thereof. Notwithstanding anything to the contrary set forth in this section, Buyer and Seller may disclose the information referenced herein (a) on a need-to-know basis to its employees, consultants and advisors, (b) to any governmental agency in order to comply with applicable laws, and (c) to the extent that such information is a matter of public record.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Dated: _____

BUYER:

BROWN COUNTY, WISCONSIN

By:_____
Print Name:_____
Title:_____

Dated: _____

SELLER:

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Print:_____
Title:_____

EXHIBIT A
TO
REAL ESTATE SALE AGREEMENT

DEPICTION OF PROPERTY

To Be Determined...

EXHIBIT B
TO
REAL ESTATE SALE AGREEMENT

SELLER DELIVERIES

[LIST SPECIFIC DOCUMENTS WHICH SELLER WILL DELIVER TO BUYER]

EXHIBIT C
TO
REAL ESTATE SALE AGREEMENT

PERMITTED ENCUMBRANCES

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Property.
4. The lien of the general real estate taxes for the year of Closing and thereafter.
5. The lien of any special assessments, taxes or charges.
6. Rights of the public in that portion of the within described premises lying within the limits of public roads and public rights of way.
7. Rights of easements, if any, in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon or appurtenant to the Property
8. Easement to Wisconsin Valley Electric Company recorded in Vol. 13 Miscellaneous Records, Page 277 as Doc. No. 143110. Easement Assignment to Wisconsin Public Service Corporation in Deed recorded in Vol. 196 Deeds, Page 300 as Doc. No. 145931. Easement Assignment to American Transmission Company LLC recorded as Doc. No. 1788439.
9. Easement for sewer purposes recorded in Vol. 103 Miscellaneous Records, Page 523 as Doc. No. 558817.
10. Easement to Wisconsin Public Service Corporation in deed recorded in Jacket 9838 Records, Image 32 as Doc. No. 1070601. Easement Assignment to American Transmission Company LLC recorded as Doc. No. 1788439.
11. Drainage Easement to City of Green Bay recorded in Vol. 7 Miscellaneous Records, Page 569 as Doc. No. 88412.
12. Easement to Wisconsin Michigan Power Company recorded in Jacket 1616 Records, Image 30 as Doc. No. 873460. Easement Assignment to American Transmission Company LLC recorded as Doc. No. 1788445.
13. Easement recorded in Vol. 65 Miscellaneous Records, Page 170 as Doc. No. 405788.
14. Grant of Substation, Transmission Line and Access Easements recorded as Doc. No. 1788437.
15. Easement to Wisconsin Public Service Corporation in Deed recorded in Vol 7 Miscellaneous Records, Page 389 as Doc. No. 86350. Easement Assignment to American Transmission Company recorded as Doc. No. 1788439.
16. Easement to Chicago & Northwestern Railroad Company recorded in Vol. 49 Miscellaneous Records, Page 547 as Doc. No. 335641.
17. Easement to City of Green Bay recorded in Jacket 9804 Records, Image 1 as Doc. No. 1069744.

18. Transmission Line Easement recorded as Doc. No. 1788438.

19. Resolution vacating portion of Bylsby Street recorded as Doc. No. 2395717.

20. Easement to Wisconsin Public Service Corporation in deed recorded in Vol. 65 Miscellaneous Records, Page 157 as Doc. No. 405732. Easement Assignment to American Transmission Company recorded as Doc. No. 1788439.

21. Easement to Green Bay Metro Sewer District recorded in Jacket 239 Records, Image 20 as Doc. No. 831878.

22. Easement to Wisconsin Michigan Power Company recorded in Jacket 469 Records, Image 7 as Doc. No. 838221. Easement Assignment to American Transmission Company LLC recorded as Doc. No. 1788445.

23. Gas Pipe Line Easement recorded as Doc. No. 1951487.

24. Easements to F. Hurlbut Company recorded in Vol. 30 Miscellaneous Records, Page 162 as Doc. No. 260964 and in Vol. 30 Miscellaneous Records, Page 165 as Doc. No. 260965.

25. Easement to Wisconsin Telephone Company recorded in Vol. 30 Miscellaneous Records, Page 231 as Doc. No. 262067.

26. Railroad Deed recorded in Vol. 231 Deeds, Page 543 as Doc. No. 262068.

27. Easement to Cities Services recorded in Vol. 43 Miscellaneous Records, Page 524 as Doc. No. 313409. Assigned to Wisconsin Cooperative recorded in Vol. 47 Miscellaneous Records, Page 527 as Doc. No. 327907.

28. Easements to Northwest Cooperative recorded in Vol. 45 Miscellaneous Records, Page 186 as Doc. No. 318605 and in Vol. 45 Miscellaneous Records, Page 189 as Doc. No. 318606.

29. Easement to Greenfield Land Company recorded in Vol. 62 Miscellaneous Records, Page 621 as Doc. No. 393542.

30. Award of Damages recorded in Vol. 1090 Records, Page 250 as Doc. No. 799035.

31. Easement to City of Green Bay recorded in Jacket 4589 Records, Image 22 as Doc. No. 955132.

32. Sanitary Sewer Easement recorded as Doc. No. 2331790.

33. Easement to Green Bay Metro Sewer District recorded in Jacket 20 Records, Image 6 as Doc. No. 825366.

34. AT&T-Wisconsin General Easement recorded as Doc. No. 2841079.

35. Easement to Wisconsin Michigan Power Company recorded in Vol. 68 Miscellaneous Records, Page 295 as Doc. No. 424737.

36. Easement to West Shore Pipe Line Company recorded in Vol. 110 Miscellaneous Records. Page 377 as Doc. No. 578916.

37. Easement to West Shore Pipe Line Company recorded in Vol. 600 Records, Page 545 as Doc. No. 591817.

38. Easement to West Shore Pipe Line Company recorded in Vol. 647 Records, Page 426 as Doc. No. 610462.

39. Easement contained on deed recorded in Vol. 1090 Records, Page 442 as Doc. No. 799168.

40. Easement Assignment to American Transmission Company LLC recorded as Doc. No. 1788439.

41. Access Restriction contained on deed recorded in Vol. 1116 Records, Page 210 as Doc. No.

Exhibit C-2

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42. Easement to Wisconsin Bell Inc. recorded in Jacket 9032 Records, Image 5 as Doc. No. 1050081.

43. Transmission Line Easement Agreement recorded in Jacket 18302 Records, Image 17 as Doc. No. 1284616. Easement Assignment to American Transmission Company LLC recorded as Doc. No. 1788439.

Exhibit C-3

02/15/21

EXHIBIT D
TO
REAL ESTATE SALE AGREEMENT

FORM OF SPECIAL WARRANTY DEED

EXHIBIT E
TO
REAL ESTATE SALE AGREEMENT

FORM OF RESTRICTIVE COVENANT

02/15/21

EXHIBIT F
TO
REAL ESTATE SALE AGREEMENT

FORM OF RIGHT OF FIRST OFFER FOR "SHED" PROPERTY

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02/15/21

EXHIBIT G
TO
REAL ESTATE SALE AGREEMENT

FORM OF BUYER EASEMENT AGREEMENT

EXHIBIT H
TO
REAL ESTATE SALE AGREEMENT

FORM OF RIGHT OF FIRST OFFER

02/15/21

EXHIBIT I
TO
REAL ESTATE SALE AGREEMENT

FORM OF SELLER EASEMENT AGREEMENT

02/15/21

EXHIBIT J
TO
REAL ESTATE SALE AGREEMENT

RAILWAY EASEMENT

State Bar of Wisconsin Form 6-2003

SPECIAL WARRANTY DEED

Document Number | Document Name

D

THIS DEED, made between WISCONSIN PUBLIC SERVICE CORPORATION ("Grantor," whether one or more), and BROWN COUNTY, WISCONSIN ("Grantee," whether one or more). Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Brown County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See the attached Exhibit A.

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

This is not (is) (is not) homestead property.

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor alone, except: the Permitted Encumbrances matters set forth on the attached Exhibit B.

Dated as of _____, 2021.

WISCONSIN PUBLIC SERVICE CORPORATION

_____(SEAL) By: _____(SEAL)

* _____ * _____

_____(SEAL) _____(SEAL)

* _____ * _____

AUTHENTICATION

Signature(s) _____

_____

authenticated on _____

_____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(if not, _____ authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Bernard J. Kearney, Esq.

Quarles & Brady LLP

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

_____ COUNTY)

Personally came before me on _____, the above named _____

_____

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____

* _____

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

SPECIAL WARRANTY DEED **FORM NO. 6-2003**

*Type name below signatures.

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EXHIBIT A
TO
SPECIAL WARRANTY DEED

DESCRIPTION OF PROPERTY

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EXHIBIT B
TO
SPECIAL WARRANTY DEED

PERMITTED ENCUMBRANCES

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Document Number	Document Title
	INDEMNITY AGREEMENT

E

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

THIS RESTRICTIVE COVENANT AND INDEMNITY AGREEMENT (**"Agreement"**) is made this _____ day of _____, 2021 (the **"Effective Date"**) by and between **BROWN COUNTY, WISCONSIN** (the **"Owner"**), and **WISCONSIN PUBLIC SERVICE CORPORATION** (**"WPSC"**) (singularly a **"Party,"** and collectively the **"Parties"**).

RECITALS:

A. Owner has acquired from WPSC fee simple absolute title to certain property located in the City of Green Bay, County of Brown, State of Wisconsin, which property is more particularly described on Exhibit A attached to and incorporated into this Agreement (the **"Property"**).

B. In connection with the purchase of the Property, Owner has agreed to assume responsibility for any and all Hazardous Materials at the Property and other matters as set forth herein.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms shall have the meanings set forth below:

(a) "Environmental Laws" means all federal and state laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, state or local) now or hereafter in effect relating to the environment, public health, environmental, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Property as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001, et seq.; the Clean Air Act, 42 U.S.C. §§ 7402 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq., the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials

Transportation Act, as amended, 49 U.S.C. §§ 1801, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; and any successor statutes and regulations to the foregoing).

(b) "**Hazardous Substances**" means (a) all chemicals, materials and substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (b) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls ("PCB's"), and substances and compounds containing PCB's.

(c) "**Claims**" means any and all claims at law or in equity, actions or causes of action, suits, demands, judgments, assessments, awards, damages, penalties, fines, sanctions, charges, costs, losses, obligations, liabilities (including without limitation sums paid in settlement of claims), or other expenses (including without limitation reasonable fees and costs for attorneys, consultants, appraisers, accountants, witnesses, investigators and any other agents of the parties), fees, court costs and litigation expenses, and disbursements, and shall include, without limitation, claims for personal injury or death, property damage, natural resource damages, statutory or regulatory claims under Environmental Laws, claims for contribution, investigation of property conditions, and any clean-up, remedial, removal, or restoration work required by any federal, state, or local government authority or political subdivision, and citizen suits. In all cases, amounts under this paragraph shall be determined net of any refund or reimbursement of any portion of such amounts, including, without limitation, reimbursement by way of insurance, or third party indemnification.

2. **Assumption of Liability**. Owner agrees and acknowledges, on behalf of itself, its successors, and assigns, that the Owner shall accept the Property with, and assumes and shall become solely liable and responsible for all conditions and the presence or suspected presence of Hazardous Substances at the Property, whether known or unknown by Owner, and whether or not such conditions or Hazardous Substances have been disclosed in the Environmental Reports, or have been or will be discovered in the course of any environmental assessment or inspection activities or otherwise, including, without limitation, any Hazardous Substances introduced into the Property by WPSC or its predecessors. Buyer also assumes responsibility and liability, at its sole cost and expense, for appropriately managing, in accordance with applicable Environmental Laws any part of the Property that contains Hazardous Substances.

In addition to and not in limitation of the foregoing, the Owner agrees that from and after the date hereof the Owner shall be solely responsible for carrying out all obligations of WPSC under all closure letters, consent orders, and other agreements with the Wisconsin Department of Natural Resources ("**WDNR**") or the United States Environmental Protection Agency regarding Hazardous Substances at the Property including but not limited to any such matters relating to the following:

(a) Case Closure letter from the WDNR dated August 4, 1998 regarding Case No 03-05-097914;

(b) Case Closure letter from the WDNR dated August 27, 1996 regarding Case No 03-05-001646;

(c) Case Closure letter from the WDNR dated June 18, 1997 regarding Case No 03-05-151068; and

(d) that certain Access And Monitoring Cooperation Agreement dated as of May 17, 2019, by and among Seller and Georgia-Pacific Consumer Products LP, a Delaware corporation.

3. **Waiver of Claims and Release**. Owner, on behalf of itself, its successors and assigns, forever releases and covenants not to sue WPSC, its affiliates, officers, employees, successors or assigns (collectively, the "**WPSC Parties**") with respect to any and all Claims (whether at law, contract or equity) or matters concerning, arising out of or related to: (i) any and all environmental, health or safety conditions of the Property and/or the presence or suspected presence of Hazardous Substances thereon or thereunder, regardless of whether such environmental, health or safety conditions of the Property or presence or suspected presence of Hazardous Substances is known or unknown at any time by Owner or WPSC; including, without limitation, any Hazardous Substances introduced into the Property by WPSC or its predecessors; or (ii) any violation by Seller of Environmental Laws at, on, or about the Property. The foregoing waiver of claims shall be binding on the Owner any and all persons who take subsequently title to the Property.

4. **Indemnity**. Owner, on behalf of itself, its successors and assigns, covenants and agrees that the Owner shall indemnify, defend, and hold the WPSC Parties harmless from and against any and all Claims concerning, arising out of, or related to: (i) any and all environmental, health, or safety conditions of the Property and/or the presence or suspected presence of Hazardous Substances thereon or thereunder, regardless of whether such environmental, health, or safety conditions of the Property or presence or suspected presence of Hazardous Substances is known or unknown at any time by Owner or WPSC, including, without limitation, any Hazardous Substances introduced into the Property by WPSC or its predecessors; (ii) any act, omission, breach or violation by Owner or its agents resulting in any violation of Environmental Laws at on or about the Property; and (iii) any act, omissions, breach or violation by Owner of its obligation in this Agreement. The foregoing indemnity shall be binding on the Owner any and all persons who take subsequently title to the Property.

5. **Restrictive Covenant.** The following activities are prohibited on the Property, unless (i) prior written approval has been obtained from the WDNR, and (ii) at least thirty (30) days advance written notice of such activities has been provided to WPSC:

(a) construction or installation of any residential buildings, structures or other improvements (all future owners and users of the Property acknowledging and agreeing that the use of the Property shall be non-residential);

(b) construction or installation of any water supply well or similar installation;

(c) any other activities that are restricted or prohibited under any closure letter or similar agreement with the WDNR, including, without limitation, the letters and items identified in Section 2 above; and

(d) construction activities in the Pulliam Slip or North Inlet in such a manner as to damage any engineered cap located at the Property,

6. Term. The agreements, rights, and obligations established hereby shall be perpetual.

7. Default. If Owner shall default in its obligations hereunder, WPSC shall be entitled to all rights and remedies available at law or in equity, including not limited to specific performance. In addition, if Owner shall fail to perform any of its obligations under Section 2 above, WPSC shall have the right to cure such failure at Owner's cost. Owner hereby grants to WPSC a perpetual easement to enter from time to time upon such portions of the Property as WPSC may deem reasonably necessary in order to carry out the obligations of Owner set forth herein and the right to construct, install, maintain, and place on the Property such monitoring wells and other improvements as may be required by the WDNR or other governmental authorities from time to time, in such locations as may be reasonably acceptable to the WDNR.

8. Binding Effect; Amendment. The covenants contained in this Agreement shall bind all fee simple titleholders of the Property or any portion thereof; shall constitute covenants that run with the Property; and shall be amended, modified, or terminated, if at all, only by the written agreement of all parties holding (at the time of such amendment, modification, or termination) fee simple absolute title to any part of the Property and WPSC. For the sake of clarity and not in limitation of the foregoing, each person who takes title to the Property shall be deemed, by accepting such title, to have made and agreed to all agreements, indemnities, and waivers set forth herein as if such person were the original party to this Agreement. Notwithstanding the foregoing, the transfer of title of the Property shall in no way release Brown County from the primary obligations hereunder, it being understood and agreed that Brown County shall at all times remain primarily liable to WPSC for the performance of the obligations of Owner hereunder.

9. Miscellaneous.

9.1 Notices. All notices required under this Agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: On receipt, if delivered by hand or by facsimile; on the second (2nd) business day after mailing in the United States mail, postage prepaid, certified mail, return receipt requested; or on the first (1st) business day after depositing with United Parcel Service, for delivery by UPS Next Day Air®; in each instance addressed to the other Party as follows:

If to Owner: _____
_____
_____
_____

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If to WPSC: _____
_____
_____
_____

or to such other address as a Party may, by the giving of notice as provided herein, designate from time to time.

9.2 Exhibits. The attached Exhibits to this Agreement, are incorporated by reference into and made part of this Agreement.

9.3 Time Period. Time is of the essence in the performance of each Party's obligations hereunder.

9.4 Severability. If any provision, clause, or part of this Agreement, or any application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

9.5 Governing Law. This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9.6 Relationship of the Parties. The Parties acknowledge that neither Party is an agent for the other Party and that no Party shall or can bind or enter into agreements for the other Party.

9.7 Entire Agreement. This Agreement and the documents referred to in this Agreement and to be delivered pursuant to this Agreement constitute the entire agreement among the Parties regarding the easements created hereunder.

9.8 Waiver. No waiver by any Party with respect to performance or satisfaction of any covenant, condition, or obligation arising under this Agreement shall be valid unless in writing, and the same shall not be considered a waiver by such Party of any other covenant, condition, or obligation hereunder or of any other untimely performance of the covenant, condition, or obligation so waived.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Name:_____
Title:_____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Wisconsin Public Service Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of such corporation.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

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BROWN COUNTY, WISCONSIN

By:_____
Name:_____
Title:_____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Brown County, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This instrument drafted by:

_____
_____
_____

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INDEX TO EXHIBITS

EXHIBIT A	Legal Description of Property

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Exhibit C-1

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(F)

RIGHT OF FIRST OFFER

THIS RIGHT OF FIRST OFFER (this "Agreement") is entered into this ____ day of _____, 2021, by and between **WISCONSIN PUBLIC SERVICE CORPORATION** ("**Grantor**") in favor of **BROWN COUNTY, WISCONSIN** ("**Grantee**").

RECITALS:

A. Grantor holds fee simple title to certain real estate and improvements located in Brown County, Wisconsin, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Grantor has agreed to grant to Grantee the right of first offer to purchase the Property as described herein.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right of first refusal to purchase the Property on the following terms and conditions:

1. Grant of Right of First Offer. If at any time during the term of this Agreement, Grantor elects to sell the Property to an Unrelated Third Party, Grantor shall give Grantee written notice of Grantor's intention to sell the Property, or any portion thereof, the proposed price and the terms and conditions for such sale (the "Grantor Offer to Sell"). The parties shall then have a period of thirty (30) days from the date of such written notice within which to negotiate and execute a purchase and sale agreement. Grantor shall have the right, in its sole discretion, to accept or reject any offer by Grantee. If the parties, for any reason, do not execute a purchase and sale agreement for the relevant portion of the Property subject to the Grantor Offer to Sell within such thirty (30) day period, this Agreement shall terminate and Grantor shall be permitted to sell the same. At the request of Grantor, Grantee shall sign a written confirmation that the thirty-day period has passed and that this Agreement has terminated.

2. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one business day after deposit with a nationally recognized overnight commercial courier service, airbill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To Grantee: _____

_____

To Grantee: Wisconsin Public Service Corporation
231 West Michigan Street
Milwaukee, WI 53203
Attn: Manager of Real Estate Management

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3. Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

4. Term. The term of this Agreement shall be ____ years.

5. Time of the Essence. Time is of the essence with regard to all of terms of this Agreement.

6. Waiver. No waiver by any Party with respect to performance or satisfaction of any covenant, condition, or obligation arising under this Agreement shall be valid unless in writing, and the same shall not be considered a waiver by such Party of any other covenant, condition, or obligation hereunder or of any other untimely performance of the covenant, condition, or obligation so waived.

7. Entire Agreement. This writing constitutes the entire agreement between the parties hereto as to the subject matter set forth herein and may be modified or amended only by written instrument signed by both Grantor and Grantee, or their respective successors or permitted assigns.

Entered into as of the date first above written.

GRANTOR:

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Name:_____
Title:_____

GRANTEE:

BROWN COUNTY, WISCONSIN

By:_____
Name:_____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION

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EASEMENT AGREEMENT

Document Number

Document Title

G

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

THIS EASEMENT AGREEMENT (**"Agreement"**) is made this _____ day of _____, 2021 (the **"Effective Date"**) by and between **WISCONSIN PUBLIC SERVICE CORPORATION** (**"Grantor"**), and **BROWN COUNTY, WISCONSIN** (**"Grantee"**) (singularly a "Party," and collectively the **"Parties"**).

RECITALS:

A. Grantor owns fee simple absolute title to certain property located in the City of Green Bay, County of Brown, State of Wisconsin, which property is more particularly described on Exhibit A attached to and incorporated into this Agreement (the **"Grantor Parcel"**); and

B. Grantee owns fee simple absolute title to certain property located in the City of Green Bay, County of Brown, State of Wisconsin, which property is more particularly described on Exhibit B attached to and incorporated into this Agreement (the **"Grantee Parcel"**); and

C. The Parties desire to create a non-exclusive, perpetual easement for ingress and egress to the Grantee Parcel, upon, over, across, under, and through the Grantor Parcel, for the benefit of and appurtenant to the ownership of title of the Grantee Parcel or any portion thereof.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants for the benefit of the Grantee Parcel the following easement of record: A non-exclusive right of ingress and egress for vehicular and pedestrian access to the Grantee Parcel upon, over, across, under, and through such private street improvements (the **"Private Street Improvements"**) as exist on the Effective Date within the easement area depicted on the Exhibit C attached to and incorporated into this Agreement (the **"Easement Area"**). The easement granted herein is for the benefit of the owner of the fee title to the Grantee Parcel or any portion of the Grantee Parcel, and its agents, employees, customers, invitees, designees, licensees, tenants and occupants of the Grantee Parcel or any portion thereof (collectively, the **"Beneficiaries"**).

2. **Maintenance, Repair, and Operation.**

(a) Grantee hereby covenants, at its sole cost and expense, at all times to maintain (including repairing, replacing, and improving, as Grantor and Grantee agree are reasonably necessary) all of the Private Street Improvements in a condition sufficient to permit safe passage upon, over, across and through the Easement Area at all times by the Beneficiaries.

(b) Upon termination of this Agreement, Grantee shall restore the Easement Area to the same condition as existed on the date of this Agreement, ordinary wear and tear alone excepted.

3. **Continued Use.**

(a) Grantor hereby expressly retains all right, title, and interest in and to the Grantor Parcel, subject only to the rights established under Sections 1 and 2 above.

(b) Grantee shall not unreasonably interfere with the rights retained by Grantor under this Agreement. Further, Grantee shall comply with all Laws and Regulations applicable to Grantee's rights or obligations hereunder or to the Easement Area.

4. **Term.** The easements and all other rights and obligations established hereby shall be perpetual.

5. **Binding Effect; Amendment.** The covenants contained in this Agreement and the easement established under this Agreement: shall bind and inure to the benefit of all fee simple absolute titleholders of the Grantor Parcel and the Grantee Parcel, or any portion thereof, and to their respective successors and assigns; shall constitute covenants that run with the Grantor Parcel and the Grantee Parcel; and shall be amended, modified, or terminated, if at all, only by the written agreement of all parties holding (at the time of such amendment, modification, or termination) fee simple absolute title to any part of the Grantor Parcel or the Grantee Parcel.

6. **Miscellaneous.**

6.1 **Definition**. For purposes of this Agreement, the following term(s) shall have the stated definition(s):

(a) **Laws and Regulations** shall mean every law, regulation, order, rule, judgment, or consent agreement, including, without limitation, those relating to: zoning; building; use and occupancy; fire safety; health; sanitation; air, water, or soil pollution; environmental protection; hazardous or toxic materials, substances, or wastes; conservation; parking; architectural barriers to the handicapped; or restrictive covenants or other agreements affecting title to the Grantor's Parcel or the Grantee's Parcel.

6.2 **Indemnity and Waiver**. In addition to (and in no way in lieu of) other indemnities specifically set forth elsewhere in this Agreement, each Party (for purposes of this Agreement, an "**indemnitor**") agrees to indemnify, defend, and hold harmless the other Party and its agents, officers, directors, employees, tenants, and licensees from and against any and all

liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorney's fees) arising in connection with the indemnitor's rights or obligations arising under this Agreement, including those arising from any injury (including death) or damage to any person or property sustained on or about such indemnitor's Parcel and resulting from (i) the negligent or intentionally wrongful act or omission of such indemnitor, its agents, employees, tenants, invitees, or licensees, or (ii) the failure of such indemnitor to perform its obligations under this Agreement; provided, however, that such indemnitor's obligations hereunder shall not apply to the extent any such injury or damage results from the negligent or intentionally wrongful act or omission of the Party seeking indemnification, its agents, officers, directors, employees, tenants, or licensees. Further, each of the Parties hereby waives any and all rights of recovery against the other Party for any risks or losses with respect to the rights and obligations arising hereunder to the extent such risk or loss is or would be covered by insurance carried by such Party as required hereunder, without regard to any deductible. It is understood that this waiver applies to any loss or damage regardless of the cause, including, without limitation, if caused by the negligence of the Parties or their respective agents, employees, tenants, invitees, or licensees.

6.3 **Insurance**. Grantee shall, at Grantee's expense, either self-insure or obtain and maintain during the term of this Agreement and any other period during which Grantee shall have access to or possession of all or any portion of the Grantor Parcel or the Easement Area (i) commercial general liability insurance in limits of not less than $2,000,000 for injury or death arising out of any one occurrence and $2,000,000 for damage to property in respect of one occurrence, or in any increased amount reasonably required by Grantor, protecting Grantor and Grantee, those agents and interest holders specified from time to time in writing by Grantor against any and all claims for personal injury, death, or property damage occurring in, upon, adjacent to, or in connection with the Easement Area or the rights and obligations of Grantee hereunder; and (ii) insurance against loss or damage by fire and such other risks and hazards as are insurable under then available standard forms of property insurance policies with extended coverage, insuring on a replacement cost basis . Such commercial general liability insurance policy shall include a contractual liability endorsement protecting Grantee against loss arising out of liabilities assumed by Grantee hereunder by indemnity or otherwise. All insurance to be carried by Grantee shall be written in form and substance reasonably satisfactory to Grantor by an insurance company of recognized responsibility licensed to do business in the State of Wisconsin. Upon request, appropriate certificates (ACORD Form 25-S) of such policies (and subsequently any endorsements to and renewals or replacements of such policies) or statements of self-insurance shall be deposited with Grantor.

6.4 **Estoppel Letter**. Each Party covenants that, within ten (10) days after the written request of any other Party, the Party so requested shall deliver a letter certifying: (i) the date of this Agreement and any amendments hereto; (ii) that the Agreement is in full force and effect; (iii) that, as of the date so certified, and to the extent of the certifying Party's actual knowledge, no Party is in default under this Agreement, and that there exist no defenses or offsets to the enforcement hereof; (iv) that such Party is not subject to any bankruptcy, insolvency, or similar proceedings in any federal, state, or other court or jurisdiction; and (v) any other information or statement reasonably requested.

6.5 **Default**. If Grantee shall fail to perform any of its obligations under this Agreement, Grantor may (i) suspend until further written notice from Grantor the right of the owner of the fee title to the Grantee Parcel (or any portion of the Grantee Parcel) and of the Beneficiaries to enjoy any and all of the rights referred to in or arising under this Agreement, or (ii) pursue any other right or remedy available to Grantor at law or in equity. Such rights of recourse shall be cumulative, and Grantor's electing to pursue any remedy shall not preclude Grantor's simultaneously or sequentially further pursuing any one or more other remedies.

6.6 **Notices**. All notices required under this Agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: On receipt, if delivered by hand or by facsimile; on the second (2nd) business day after mailing in the United States mail, postage prepaid, certified mail, return receipt requested; or on the first (1st) business day after depositing with United Parcel Service, for delivery by UPS Next Day Air®; in each instance addressed to the other Party as follows:

If to Grantor: _____
_____
_____
_____

If to Grantee: _____
_____
_____
_____

or to such other address as a Party may, by the giving of notice as provided herein, designate from time to time.

6.7 **Exhibits.** The attached Exhibits A, B, and C to this Agreement, are incorporated by reference into and made part of this Agreement.

6.8 **Time Period**. Time is of the essence in the performance of each Party's obligations hereunder.

6.9 **Severability**. If any provision, clause, or part of this Agreement, or any application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

6.10 **Governing Law**. This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6.11 **Relationship of the Parties.** The Parties acknowledge that neither Party is an agent for the other Party and that no Party shall or can bind or enter into agreements for the other Party.

6.12 **Entire Agreement.** This Agreement and the documents referred to in this Agreement and to be delivered pursuant to this Agreement constitute the entire agreement among the Parties regarding the easements created hereunder.

6.13 **Waiver.** No waiver by any Party with respect to performance or satisfaction of any covenant, condition, or obligation arising under this Agreement shall be valid unless in writing, and the same shall not be considered a waiver by such Party of any other covenant, condition, or obligation hereunder or of any other untimely performance of the covenant, condition, or obligation so waived.

6.14 **Authority.**

(a) **Grantor.** The execution and delivery of this Agreement by Grantor and the execution by the person signing this Agreement on behalf of Grantor has been duly authorized by all necessary action of Grantor. This Agreement constitutes a valid and binding obligation of Grantor. None of the execution, delivery, or performance of Grantor's obligations under this Agreement will violate or conflict with any other agreement by which Grantor is bound.

(b) **Grantee.** The execution and delivery of this Agreement by Grantee and the execution by the person signing this Agreement on behalf of Grantee has been duly authorized by all necessary action of Grantee. This Agreement constitutes a valid and binding obligation of Grantee. None of the execution, delivery, or performance of Grantee's obligations under this Agreement will violate or conflict with any other agreement by which Grantee is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Name:_____
Title:_____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Wisconsin Public Service Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of such corporation.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

GRANTEE:

BROWN COUNTY, WISCONSIN

By:_____
Name:_____
Title:_____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Brown County, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This instrument drafted by:

_____
_____
_____

Signature Page - Easement Agreement

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INDEX TO EXHIBITS

EXHIBIT A	Legal Description of Grantor Parcel
EXHIBIT B	Legal Description of Grantee Parcel
EXHIBIT C	Easement Area

EXHIBIT A
TO
EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR PARCEL

EXHIBIT B
TO
EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTEE PARCEL

EXHIBIT C
TO
EASEMENT AGREEMENT

EASEMENT AREA

(H)

RIGHT OF FIRST OFFER

THIS RIGHT OF FIRST OFFER (this "Agreement") is entered into this ____ day of _____, 2021, by and between **WISCONSIN PUBLIC SERVICE CORPORATION** (**"Grantor"**) in favor of **BROWN COUNTY, WISCONSIN** (**"Grantee"**).

RECITALS:

A. Grantor holds fee simple title to certain real estate and improvements located in Brown County, Wisconsin, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Grantor has agreed to grant to Grantee the right of first offer to purchase the Property as described herein.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right of first refusal to purchase the Property on the following terms and conditions:

1. Grant of Right of First Offer. If at any time during the term of this Agreement, Grantor elects to sell the Property to an Unrelated Third Party, Grantor shall give Grantee written notice of Grantor's intention to sell the Property, or any portion thereof, the proposed price and the terms and conditions for such sale (the "Grantor Offer to Sell"). The parties shall then have a period of thirty (30) days from the date of such written notice within which to negotiate and execute a purchase and sale agreement. Grantor shall have the right, in its sole discretion, to accept or reject any offer by Grantee. If the parties, for any reason, do not execute a purchase and sale agreement for the relevant portion of the Property subject to the Grantor Offer to Sell within such thirty (30) day period, this Agreement shall terminate and Grantor shall be permitted to sell the same. At the request of Grantor, Grantee shall sign a written confirmation that the thirty-day period has passed and that this Agreement has terminated.

2. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one business day after deposit with a nationally recognized overnight commercial courier service, airbill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To Grantee: _____

_____

To Grantee: Wisconsin Public Service Corporation
231 West Michigan Street
Milwaukee, WI 53203
Attn: Manager of Real Estate Management

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3. Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

4. Term. The term of this Agreement shall be ____ years.

5. Time of the Essence. Time is of the essence with regard to all of terms of this Agreement.

6. Waiver. No waiver by any Party with respect to performance or satisfaction of any covenant, condition, or obligation arising under this Agreement shall be valid unless in writing, and the same shall not be considered a waiver by such Party of any other covenant, condition, or obligation hereunder or of any other untimely performance of the covenant, condition, or obligation so waived.

7. Entire Agreement. This writing constitutes the entire agreement between the parties hereto as to the subject matter set forth herein and may be modified or amended only by written instrument signed by both Grantor and Grantee, or their respective successors or permitted assigns.

Entered into as of the date first above written.

GRANTOR:

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Name:_____
Title:_____

GRANTEE:

BROWN COUNTY, WISCONSIN

By:_____
Name:_____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION

EASEMENT AGREEMENT

Document Number | Document Title

I

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

THIS EASEMENT AGREEMENT (**"Agreement"**) is made this _____ day of _____, 2021 (the **"Effective Date"**) by and between **BROWN COUNTY, WISCONSIN** (**"Grantor"**), and **WISCONSIN PUBLIC SERVICE CORPORATION** (**"Grantee"**) (singularly a **"Party,"** and collectively the **"Parties"**).

RECITALS:

A. Grantor owns fee simple absolute title to certain property located in the City of Green Bay, County of Brown, State of Wisconsin, which property is more particularly described on Exhibit A attached to and incorporated into this Agreement (the **"Grantor Parcel"**); and

B. Grantee owns fee simple absolute title to certain property located in the City of Green Bay, County of Brown, State of Wisconsin, which property is more particularly described on Exhibit B attached to and incorporated into this Agreement (the **"Grantee Parcel"**); and

C. The Parties desire to create a non-exclusive, perpetual easement for ingress and egress to the Grantee Parcel, upon, over, across, under, and through the Grantor Parcel, for the benefit of and appurtenant to the ownership of title of the Grantee Parcel or any portion thereof.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement**. Grantor hereby grants for the benefit of the Grantee Parcel the following easements of record:

(a) Railway Easement. The permanent right to maintain, repair, construct, and use the existing railway tracks located on the portions of the Grantee Parcel within the easement area depicted on the Exhibit C attached to and incorporated into this Agreement (the **"Easement Area"**).

(b) Utility Easement. The permanent, nonexclusive easement to continue in place and to transmit by and through such facilities as are, on the Effective Date, located in the Easement Area including, without limitation: underground and overhead telephone

lines, poles, and appurtenances; underground and overhead electrical lines, poles, and appurtenances; sanitary sewer lines and appurtenances; storm sewer lines and appurtenances; potable water lines and appurtenances; fire protection water lines and appurtenances; natural gas lines and appurtenances; and fiber optic lines and appurtenances.

The easements granted herein is for the benefit of the owner of the fee title to the Grantee Parcel or any portion of the Grantee Parcel, and its agents, employees, customers, invitees, designees, licensees, tenants and occupants of the Grantee Parcel or any portion thereof (collectively, the "**Beneficiaries**")

2. Maintenance, Repair, and Operation.

(a) Grantee hereby covenants, at its sole cost and expense, at all times to maintain (including repairing, replacing, and improving) all of the rail track and utility improvements used by Grantee in a condition sufficient to permit use thereof by the Beneficiaries. This shall only apply to rail track and utility improvements that are actively being used, as opposed to those that are dormant.

(b) Upon termination of this Agreement, Grantee shall restore the Easement Area to the same condition as existed on the date of this Agreement, ordinary wear and tear alone excepted.

3. Continued Use.

(a) Grantor hereby expressly retains all right, title, and interest in and to the Grantor Parcel, subject only to the rights established under Sections 1 and 2 above.

(b) Grantee shall not unreasonably interfere with the rights retained by Grantor under this Agreement. Further, Grantee shall comply with all Laws and Regulations applicable to Grantee's rights or obligations hereunder or to the Easement Area.

4. Term. The easements and all other rights and obligations established hereby shall be perpetual.

5. Binding Effect; Amendment. The covenants contained in this Agreement and the easement established under this Agreement: shall bind and inure to the benefit of all fee simple absolute titleholders of the Grantor Parcel and the Grantee Parcel, or any portion thereof, and to their respective successors and assigns; shall constitute covenants that run with the Grantor Parcel and the Grantee Parcel; and shall be amended, modified, or terminated, if at all, only by the written agreement of all parties holding (at the time of such amendment, modification, or termination) fee simple absolute title to any part of the Grantor Parcel or the Grantee Parcel.

6. Miscellaneous.

6.1 Definition. For purposes of this Agreement, the following term(s) shall have the stated definition(s):

(a) **Laws and Regulations** shall mean every law, regulation, order, rule, judgment, or consent agreement, including, without limitation, those relating to: zoning; building; use and occupancy; fire safety; health; sanitation; air, water, or soil pollution; environmental protection; hazardous or toxic materials, substances, or wastes; conservation; parking; architectural barriers to the handicapped; or restrictive covenants or other agreements affecting title to the Grantor's Parcel or the Grantee's Parcel.

6.2 **Indemnity and Waiver**. In addition to (and in no way in lieu of) other indemnities specifically set forth elsewhere in this Agreement, each Party (for purposes of this Agreement, an "**indemnitor**") agrees to indemnify, defend, and hold harmless the other Party and its agents, officers, directors, employees, tenants, and licensees from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorney's fees) arising in connection with the indemnitor's rights or obligations arising under this Agreement, including those arising from any injury (including death) or damage to any person or property sustained on or about such indemnitor's Parcel and resulting from (i) the negligent or intentionally wrongful act or omission of such indemnitor, its agents, employees, tenants, invitees, or licensees, or (ii) the failure of such indemnitor to perform its obligations under this Agreement; provided, however, that such indemnitor's obligations hereunder shall not apply to the extent any such injury or damage results from the negligent or intentionally wrongful act or omission of the Party seeking indemnification, its agents, officers, directors, employees, tenants, or licensees. Further, each of the Parties hereby waives any and all rights of recovery against the other Party for any risks or losses with respect to the rights and obligations arising hereunder to the extent such risk or loss is or would be covered by insurance carried by such Party as required hereunder, without regard to any deductible. It is understood that this waiver applies to any loss or damage regardless of the cause, including, without limitation, if caused by the negligence of the Parties or their respective agents, employees, tenants, invitees, or licensees.

6.3 **Insurance**. Grantee shall, at Grantee's expense, either self-insure or obtain and maintain during the term of this Agreement and any other period during which Grantee shall have access to or possession of all or any portion of the Grantor Parcel or the Easement Area (i) commercial general liability insurance in limits of not less than $2,000,000 for injury or death arising out of any one occurrence and $2,000,000 for damage to property in respect of one occurrence, or in any increased amount reasonably required by Grantor, protecting Grantor and Grantee, those agents and interest holders specified from time to time in writing by Grantor against any and all claims for personal injury, death, or property damage occurring in, upon, adjacent to, or in connection with the Easement Area or the rights and obligations of Grantee hereunder; and (ii) insurance against loss or damage by fire and such other risks and hazards as are insurable under then available standard forms of property insurance policies with extended coverage, insuring on a replacement cost basis, . Such commercial general liability insurance policy shall include a contractual liability endorsement protecting Grantee against loss arising out of liabilities assumed by Grantee hereunder by indemnity or otherwise. All insurance to be carried by Grantee shall be written in form and substance reasonably satisfactory to Grantor by an insurance company of recognized responsibility licensed to do business in the State of Wisconsin. Upon request, appropriate certificates (ACORD Form 25-S) of such policies (and subsequently any endorsements to and renewals or replacements of such policies) or statements of self-insurance shall be deposited with Grantor.

6.4 **Estoppel Letter**. Each Party covenants that, within ten (10) days after the written request of any other Party, the Party so requested shall deliver a letter certifying: (i) the date of this Agreement and any amendments hereto; (ii) that the Agreement is in full force and effect; (iii) that, as of the date so certified, and to the extent of the certifying Party's actual knowledge, no Party is in default under this Agreement, and that there exist no defenses or offsets to the enforcement hereof; (iv) that such Party is not subject to any bankruptcy, insolvency, or similar proceedings in any federal, state, or other court or jurisdiction; and (v) any other information or statement reasonably requested.

6.5 **Notices**. All notices required under this Agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: On receipt, if delivered by hand or by facsimile; on the second (2nd) business day after mailing in the United States mail, postage prepaid, certified mail, return receipt requested; or on the first (1st) business day after depositing with United Parcel Service, for delivery by UPS Next Day Air®; in each instance addressed to the other Party as follows:

If to Grantor: _____
_____
_____
_____

If to Grantee: _____
_____
_____
_____

or to such other address as a Party may, by the giving of notice as provided herein, designate from time to time.

6.6 **Exhibits**. The attached Exhibits A, B, and C to this Agreement, are incorporated by reference into and made part of this Agreement.

6.7 **Time Period**. Time is of the essence in the performance of each Party's obligations hereunder.

6.8 **Severability**. If any provision, clause, or part of this Agreement, or any application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

6.9 **Governing Law**. This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6.10 **Relationship of the Parties**. The Parties acknowledge that neither Party is an agent for the other Party and that no Party shall or can bind or enter into agreements for the other Party.

6.11 Entire Agreement. This Agreement and the documents referred to in this Agreement and to be delivered pursuant to this Agreement constitute the entire agreement among the Parties regarding the easements created hereunder.

6.12 Waiver. No waiver by any Party with respect to performance or satisfaction of any covenant, condition, or obligation arising under this Agreement shall be valid unless in writing, and the same shall not be considered a waiver by such Party of any other covenant, condition, or obligation hereunder or of any other untimely performance of the covenant, condition, or obligation so waived.

6.13 Authority.

(a) Grantor. The execution and delivery of this Agreement by Grantor and the execution by the person signing this Agreement on behalf of Grantor has been duly authorized by all necessary action of Grantor. This Agreement constitutes a valid and binding obligation of Grantor. None of the execution, delivery, or performance of Grantor's obligations under this Agreement will violate or conflict with any other agreement by which Grantor is bound.

(b) Grantee. The execution and delivery of this Agreement by Grantee and the execution by the person signing this Agreement on behalf of Grantee has been duly authorized by all necessary action of Grantee. This Agreement constitutes a valid and binding obligation of Grantee. None of the execution, delivery, or performance of Grantee's obligations under this Agreement will violate or conflict with any other agreement by which Grantee is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTEE:

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Name:_____
Title:_____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Wisconsin Public Service Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of such corporation.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

GRANTOR:

BROWN COUNTY, WISCONSIN

By:_____
Name:_____
Title:_____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Brown County, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This instrument drafted by:

_____
_____
_____

Signature Page - Easement Agreement

QB 66487781.3

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INDEX TO EXHIBITS

EXHIBIT A	Legal Description of Grantor Parcel
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EXHIBIT C	Easement Area

EXHIBIT A
TO
EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR PARCEL

EXHIBIT B
TO
EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTEE PARCEL

EXHIBIT C
TO
EASEMENT AGREEMENT

EASEMENT AREA

EASEMENT AGREEMENT

Document Number

Document Title

THIS EASEMENT AGREEMENT ("**Agreement**") is made this _____ day of _____, 2021 (the "**Effective Date**") by and between **WISCONSIN PUBLIC SERVICE CORPORATION** ("**Grantor**"), and **BROWN COUNTY, WISCONSIN** ("**Grantee**") (singularly a "**Party**," and collectively the "**Parties**").

J

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

RECITALS:

A. Grantor owns fee simple absolute title to certain property located in the City of Green Bay, County of Brown, State of Wisconsin, which property is more particularly described on Exhibit A attached to and incorporated into this Agreement (the "**Grantor Parcel**"); and

B. Grantee owns fee simple absolute title to certain property located in the City of Green Bay, County of Brown, State of Wisconsin, which property is more particularly described on Exhibit B attached to and incorporated into this Agreement (the "**Grantee Parcel**"); and

C. The Parties desire to create a non-exclusive, perpetual easement for ingress and egress to the Grantee Parcel, upon, over, across, under, and through the Grantor Parcel, for the benefit of and appurtenant to the ownership of title of the Grantee Parcel or any portion thereof.

AGREEMENT

NOW, THEREFORE in consideration of the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants for the benefit of the Grantee Parcel a permanent, nonexclusive right to utilize, maintain, repair, construct, and use the land upon which existing and future railway tracks are and may be located on the portion of the Grantor Parcel, depicted on the attached Exhibit A (the "**Easement Area**"). The easement granted herein is for the benefit of the owner of the fee title to the Grantee Parcel or any portion of the Grantee Parcel, and its agents, lessees, sub-lessees, employees, customers, invitees, designees, licensees, tenants and occupants of the Grantee Parcel or any portion thereof (collectively, the "**Beneficiaries**")

Notwithstanding anything contained herein to the contrary, Grantor expressly disclaims any representation or warranty regarding (i) the usability of the existing track improvements on the Property or (ii) the ability of Grantee to use the same. Grantor discloses that the Easement

Area and the track improvements therein may be subject to certain agreements with rail companies and this Agreement and the grants made herein are subject and subordinate to such agreements.

2. **Maintenance, Repair, and Operation.**

(a) Grantee hereby covenants, at its sole cost and expense, at all times to maintain in a good, safe, and useable condition (including repairing, replacing, and improving) all of the property over which rail track improvements exist, and that are utilized by the County, subject to any agreements Grantee may have with the owner of the rail track itself or with any rail company having an interest therein.

(b) Upon termination of this Agreement, Grantee shall restore the Easement Area to the same condition as existed on the date of this Agreement, ordinary wear and tear alone excepted.

3. **Continued Use.**

(a) Grantor hereby expressly retains all right, title, and interest in and to the Grantor Parcel, subject only to the rights established under Sections 1 and 2 above.

(b) Grantee shall not unreasonably interfere with the rights retained by Grantor under this Agreement. Further, Grantee shall comply with all Laws and Regulations applicable to Grantee's rights or obligations hereunder or to the Easement Area.

4. **Term.** The easements and all other rights and obligations established hereby shall be perpetual.

5. **Binding Effect; Amendment.** The covenants contained in this Agreement and the easement established under this Agreement: shall bind and inure to the benefit of all fee simple absolute titleholders of the Grantor Parcel and the Grantee Parcel, or any portion thereof, and to their respective successors and assigns; shall constitute covenants that run with the Grantor Parcel and the Grantee Parcel; and shall be amended, modified, or terminated, if at all, only by the written agreement of all parties holding (at the time of such amendment, modification, or termination) fee simple absolute title to any part of the Grantor Parcel or the Grantee Parcel.

6. **Miscellaneous.**

6.1 **Definition.** For purposes of this Agreement, the following term(s) shall have the stated definition(s):

(a) **Laws and Regulations** shall mean every law, regulation, order, rule, judgment, or consent agreement, including, without limitation, those relating to: zoning; building; use and occupancy; fire safety; health; sanitation; air, water, or soil pollution; environmental protection; hazardous or toxic materials, substances, or wastes; conservation; parking; architectural barriers to the handicapped; or restrictive covenants or other agreements affecting title to the Grantor's Parcel or the Grantee's Parcel.

6.2 **Indemnity and Waiver**. In addition to (and in no way in lieu of) other indemnities specifically set forth elsewhere in this Agreement, each Party (for purposes of this Agreement, an "**indemnitor**") agrees to indemnify, defend, and hold harmless the other Party and its agents, officers, directors, employees, tenants, and licensees from and against any and all liabilities, claims, demands, costs, and expenses of every kind and nature (including reasonable attorney's fees) arising in connection with the indemnitor's rights or obligations arising under this Agreement, including those arising from any injury (including death) or damage to any person or property sustained on or about such indemnitor's Parcel and resulting from (i) the negligent or intentionally wrongful act or omission of such indemnitor, its agents, employees, tenants, invitees, or licensees, or (ii) the failure of such indemnitor to perform its obligations under this Agreement; provided, however, that such indemnitor's obligations hereunder shall not apply to the extent any such injury or damage results from the negligent or intentionally wrongful act or omission of the Party seeking indemnification, its agents, officers, directors, employees, tenants, or licensees. Further, each of the Parties hereby waives any and all rights of recovery against the other Party for any risks or losses with respect to the rights and obligations arising hereunder to the extent such risk or loss is or would be covered by insurance carried by such Party as required hereunder, without regard to any deductible. It is understood that this waiver applies to any loss or damage regardless of the cause, including, without limitation, if caused by the negligence of the Parties or their respective agents, employees, tenants, invitees, or licensees.

6.3 **Insurance**. Grantee shall, at Grantee's expense, obtain and maintain during the term of this Agreement and any other period during which Grantee shall have access to or possession of all or any portion of the Grantor Parcel or the Easement Area (i) a comprehensive general liability insurance in limits of not less than [$SPECIFY AMOUNT] for injury or death arising out of any one occurrence and [$SPECIFY AMOUNT] for damage to property in respect of one occurrence, or in any increased amount reasonably required by Grantor, protecting Grantor and Grantee, those agents and interest holders specified from time to time in writing by Grantor against any and all claims for personal injury, death, or property damage occurring in, upon, adjacent to, or in connection with the Easement Area or the rights and obligations of Grantee hereunder; and (ii) insurance against loss or damage by fire and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage, insuring on a replacement cost basis [SPECIFY INSURED IMPROVEMENTS], protecting Grantor and Grantee [AND ANY OTHERS TO BE PROTECTED]. Such comprehensive general liability insurance policy shall include a contractual liability endorsement protecting Grantee against loss arising out of liabilities assumed by Grantee hereunder by indemnity or otherwise. All insurance to be carried by Grantee shall be written in form and substance reasonably satisfactory to Grantor by an insurance company of recognized responsibility licensed to do business in the State of Wisconsin. At the commencement of the term of this Agreement, and from time to time at Grantor's request, original insurance policies or appropriate certificates (ACORD Form 25-S) of such policies (and subsequently any endorsements to and renewals or replacements of such policies) shall be deposited with Grantor.

6.4 **Estoppel Letter**. Each Party covenants that, within ten (10) days after the written request of any other Party, the Party so requested shall deliver a letter certifying: (i) the date of this Agreement and any amendments hereto; (ii) that the Agreement is in full force and effect; (iii) that, as of the date so certified, and to the extent of the certifying Party's actual

knowledge, no Party is in default under this Agreement, and that there exist no defenses or offsets to the enforcement hereof; (iv) that such Party is not subject to any bankruptcy, insolvency, or similar proceedings in any federal, state, or other court or jurisdiction; and (v) any other information or statement reasonably requested.

6.5 **Notices**. All notices required under this Agreement or given for reasons arising out of the same shall be in writing. Such notices shall be deemed given as follows: On receipt, if delivered by hand or by facsimile; on the second (2nd) business day after mailing in the United States mail, postage prepaid, certified mail, return receipt requested; or on the first (1st) business day after depositing with United Parcel Service, for delivery by UPS Next Day Air®; in each instance addressed to the other Party as follows:

If to Grantor: _____
_____
_____
_____

If to Grantee: _____
_____
_____
_____

or to such other address as a Party may, by the giving of notice as provided herein, designate from time to time.

6.6 **Exhibits.** The attached Exhibits A, B, and C to this Agreement, are incorporated by reference into and made part of this Agreement.

6.7 **Time Period**. Time is of the essence in the performance of each Party's obligations hereunder.

6.8 **Severability**. If any provision, clause, or part of this Agreement, or any application of the same under certain circumstances, is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other terms or provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

6.9 **Governing Law**. This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6.10 **Relationship of the Parties.** The Parties acknowledge that neither Party is an agent for the other Party and that no Party shall or can bind or enter into agreements for the other Party.

6.11 **Entire Agreement.** This Agreement and the documents referred to in this Agreement and to be delivered pursuant to this Agreement constitute the entire agreement among the Parties regarding the easements created hereunder.

6.12 **Waiver.** No waiver by any Party with respect to performance or satisfaction of any covenant, condition, or obligation arising under this Agreement shall be valid unless in writing, and the same shall not be considered a waiver by such Party of any other covenant, condition, or obligation hereunder or of any other untimely performance of the covenant, condition, or obligation so waived.

6.13 **Authority.**

(a) **Grantor.** The execution and delivery of this Agreement by Grantor and the execution by the person signing this Agreement on behalf of Grantor has been duly authorized by all necessary action of Grantor. This Agreement constitutes a valid and binding obligation of Grantor. None of the execution, delivery, or performance of Grantor's obligations under this Agreement will violate or conflict with any other agreement by which Grantor is bound.

(b) **Grantee.** The execution and delivery of this Agreement by Grantee and the execution by the person signing this Agreement on behalf of Grantee has been duly authorized by all necessary action of Grantee. This Agreement constitutes a valid and binding obligation of Grantee. None of the execution, delivery, or performance of Grantee's obligations under this Agreement will violate or conflict with any other agreement by which Grantee is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

WISCONSIN PUBLIC SERVICE CORPORATION

By:_____
Name:_____
Title:_____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Wisconsin Public Service Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of such corporation.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

GRANTEE:

BROWN COUNTY, WISCONSIN

By:_____
Name:_____
Title:_____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, _____, as the _____ of Brown County, Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This instrument drafted by:

_____
_____
_____

INDEX TO EXHIBITS

EXHIBIT A	Legal Description of Grantor Parcel
EXHIBIT B	Legal Description of Grantee Parcel
EXHIBIT C	Easement Area

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EXHIBIT A
TO
EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR PARCEL

EXHIBIT B
TO
EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTEE PARCEL

EXHIBIT C
TO
EASEMENT AGREEMENT

EASEMENT AREA

GLC

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Exhibit A - GLC Lease & Purchase Properties

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GLC Minerals
Essential Elements For Growth

P.O. Box 2236
Green Bay, WI 54306-2236

800.236.7737
glcminerals.com

February 11, 2021

VIA EMAIL TO: david.hemery@browncountywi.gov

Brown County
Attn: David Hemery
305 E. Walnut Street
Green Bay, WI 54301

Letter of Intent

RE: Purchase of Part of the Pulliam Power Plant Site, Located in Brown County, Wisconsin

Dear Mr. Hemery:

Brown County (the "Seller") has offered the opportunity to GLC Minerals, LLC, its affiliates or assigns (the "Buyer"), to purchase certain property comprising approximately Nine Point Seven Four (9.74) acres of the Pulliam Power Plant Site, located in the City of Green Bay, Brown County, Wisconsin and part of tax parcel no. 6-34, as shown in red on **Exhibit A** attached hereto, subject to the terms and conditions set forth herein (the "Transaction"). While this proposal does not reflect all of the terms and conditions of a definitive agreement, it sets forth the necessary elements upon which we may proceed with discussions to work toward a final agreement. The following is a general outline of our proposal:

Seller:	Brown County. Buyer acknowledges Wisconsin Public Service Corporation ("WPSC") currently owns the Property shown in red and yellow on Exhibit A ("the Property"). Seller desires to purchase the Property from WPSC prior to the closing of the Transaction.
Buyer:	GLC Minerals, LLC, its affiliates or assigns. Buyer may assign this letter or the definitive agreement to any affiliated entity at any time prior to closing.
Purchase Price:	$876,600.00.
Offer:	Seller and Buyer will use their respective commercially reasonable efforts, in good faith, to negotiate the Offer. The Offer will include, among other things, representations, warranties, conditions, indemnities, contingencies and other terms customary for transactions of this type and size. Without limiting the generality of the foregoing, the Offer (or a development agreement to be executed in connection therewith) shall require Buyer and/or its affiliates to use commercially reasonable efforts (in connection with their respective use of the land shown in Red on Exhibit A and/or their other property owned or leased in Brown County) to incur capital

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investment costs of no less than Seven Million Five Hundred Thousand Dollars ($7,500,000.00) for port development purposes and create no less than ten (10) full-time port related jobs during the five (5) year period following closing. Buyer's counsel will prepare the initial draft of the Offer.

Failure to Perform: Both parties shall mutually determine what will occur should the property not be actively used for port purposes, or should the investment and jobs mentioned above not materialize, when the final terms and conditions of sale are agreed to, as the primary purpose of entering into this transaction is to ensure current and future port development and growth necessary for Seller to be eligible for state and federal port development grants.

Warranty Deed: At closing, Seller will convey the Property to Buyer free and clear of all liens and encumbrances, except recorded easements, recorded covenants and conditions, municipal, zoning and other land use ordinances and regulations thereunder, building and use restrictions, and general taxes levied in the year of closing, as well as any other liens and encumbrances outside the control of, or unknown to, Seller.

Lease: Seller acknowledges Buyer currently leases the Property, as tenant, from WPSC, as landlord, pursuant to that certain Lease dated November 2, 2020 (the "Lease"). Seller shall assume WPSC's interest in, to and under the Lease upon Seller's purchase of the Property from WPSC. At closing, Seller and Buyer shall amend the Lease to exclude the land shown in Red on Exhibit A from the Lease, and to reduce the base rent owed thereunder for the land shown in Yellow on Exhibit A on a corresponding pro rata basis. Seller acknowledges Buyer currently uses the Property pursuant to the Lease for the purpose of processing Buyer's raw materials (including without limitation stone) and for storage of work in process, and finished goods (including without limitation natural stone such as calcium carbonate (limestone), calcium-magnesium carbonate (dolomite) and calcium sulfate (gypsum)).

Easements: At closing, Buyer shall grant Seller, Seller's agents and lessees an ingress and egress easement upon the land shown in Red on Exhibit A , a below-ground stormwater easement under the land shown in Red on Exhibit A , if applicable, and an easement for railroad related purposes over the existing railroad on the land shown in Red on Exhibit A . The Parties agree and acknowledge that Seller may fill in the slip area that is within both the Yellow and Red areas of Exhibit A. The foregoing easements shall be subject to commercially reasonable terms and conditions acceptable to Buyer.

Due Diligence: Commencing as of the date Seller purchases the Property from WPSC and continuing for sixty (60) days thereafter, Buyer will have the opportunity to conduct a complete due diligence review of the Property through inspections of the Property and receipt of title, survey, environmental, geotechnical, feasibility and other reports Buyer deems necessary or

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desirable. Seller agrees that Buyer's designated representatives will have access to the Property. Buyer may also obtain from private landowners, Seller, the City of Green Bay, the State of Wisconsin and any other appropriate federal, state or local governments or government agencies having jurisdiction over the Property all necessary or desired permits, approvals, variances, easements and licenses for Buyer's intended use of the Property. Seller agrees to cooperate fully in this due diligence review and to expedite to the extent legally permissible all requests for permits, approvals and variances submitted to Seller by Buyer in connection with the Transaction, subject in all events to applicable governmental procedural and substantive requirements. Seller will deliver to Buyer, within thirty (30) days after Seller purchases the Property from WPSC, copies of all documents and other information in Seller's possession or control related to the Property, including without limitation any warranties, appraisals, existing surveys, title policies, permits and environmental reports. At any time during Buyer's due diligence period, Buyer shall have the right to terminate the Offer, with cause, by giving written notice to Seller.

Conditions: The closing of the Transaction is subject to the satisfactory completion by Buyer (and its accountants, consultants, lenders, attorneys and other representatives) of its due diligence review of the Property and receipt by Buyer of all necessary or desired permits, approvals, variances, easements and licenses for Buyer's intended use of the Property. The closing of the Transaction is further subject to Seller's purchase of the Property from WPSC.

Closing: Buyer anticipates that closing will take place no later than ninety (90) days following Seller's purchase of the Property from WPSC, but in no event shall closing occur earlier than January 1, 2022

Expenses: Seller and Buyer will be solely responsible for the payment of their respective expenses and professional fees incurred in connection with the negotiation and consummation of the Transaction.

Exclusivity: Seller's execution of this letter of intent constitutes Seller's binding agreement not to, prior to the termination of this letter of intent, discuss, negotiate, enter into or consummate any agreement with any person or entity other than Buyer for Seller's sale of the area shown in Red on Exhibit A.

Termination: This letter of intent is effective as of the date upon which it is executed by the parties and will automatically terminate and, except as otherwise expressly provided herein, be of no further force and effect upon the earliest to occur of: (i) the execution of the Offer; (ii) receipt by Seller of written notice from Buyer stating its intent to terminate the negotiations with respect to the Transaction; (iii) receipt by Buyer of written notice from Seller stating its intent to terminate the negotiations with respect to the Transaction; or (iv) June 1, 2021.

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Enforceability: The parties acknowledge that this letter of intent is nonbinding and subject to complete execution of the Offer. Notwithstanding the foregoing, the parties agree that the provisions entitled "Expenses", "Exclusivity" and "Termination" will be legally binding agreements enforceable in accordance with their terms. The enforceability of such provisions is not conditioned on further negotiations or the successful outcome of any further negotiations.

[Signature page follows.]

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If Seller agrees with the foregoing, please so indicate by signing this letter of intent where indicated below, and returning a fully-executed copy to Buyer. Notwithstanding anything to the contrary, this letter of intent shall not be effective against Buyer unless signed by Seller and returned to Buyer on or before: **Friday, February 19, 2021 (4:00 p.m. CST)**.

I very much appreciate your anticipated cooperation. I look forward to working together toward the consummation of a mutually beneficial transaction.

Sincerely,

GLC MINERALS, LLC

By: Hurlbut Holdings, Inc.
Its: Manager

By: _____
Name Printed: Wesley Garner
Title: Chairman and CEO

AGREED TO AND ACCEPTED THIS
_____ day of February, 2021.

BROWN COUNTY

By: _____
Name Printed: _____
Title: _____

EXHIBITS:

Exhibit A: Property

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EXHIBIT A

PROPERTY

[See attached document.]

No. 13 -- **SUCH OTHER MATTERS AS AUTHORIZED BY LAW.**

None.

No. 14 -- **BILLS OVER $5,000 FOR PERIOD ENDING JANUARY 31, 2021.**

A motion was made by Supervisor Lund and seconded by Supervisor Borchardt **"to pay the bills for the period ending January 31, 2021."** Vote taken. Motion carried unanimously.

No. 15 -- **CLOSING ROLL CALL**

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Aye	26
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Aye	Nay	0
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Abstain	0
Chu	3	Aye	Landwehr	12	Aye	Schultz	21	Aye	Excused	0
Dorff	4	Aye	Dantinne, JR.	13	Aye	Peters	22	Aye		
Jacobson	5	Aye	Brusky	14	Aye	Suennen	23	Aye	Total	26
Lefebvre	6	Aye	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Aye					

No. 16 -- **ADJOURNMENT TO WEDNESDAY, MARCH 17, 2021 AT 7:00 P.M. AT THE RESCH EXPO.**

A motion was made by Vice Chair Sieber and seconded by Supervisor Peters **"to adjourn to the above date and time."** Vote taken. Motion carried unanimously.

Meeting Adjourned at 10:23 pm

/s/ Patrick W. Moynihan, Jr.
PATRICK W. MOYNIHAN, JR.
Brown County Clerk