

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS

June 20, 2012

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, June 20, 2012, at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Present: Sieber, De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Schuller, Robinson, Clancy, Wetzal, Moynihan, Steffen, Carpenter, Lund, Fewell

Excused: Hoyer

Total Present: 25 Total Excused: 1

No. 1 -- ADOPTION OF AGENDA.

Chairman Moynihan announced that item #6c (Reappointment of Charles Karnopp to the Adjustment Board was deleted as Mr. Karnopp has declined the position.) and announced Items #10m would be taken after 8a.

A motion was made by Supervisor Buckley and seconded by Supervisor Fewell **“to adopt the agenda as revised”**. Voice vote taken. Motion carried unanimously with no abstentions to adopt the agenda.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) Must be limited to items not on the agenda.
- b) State name and address for the record.
- c) Comments will be limited to five minutes.
- d) The Board’s role is to listen and not discuss comments nor take action of those comments at this meeting.

There were no comments from the Public.

No. 3 -- APPROVAL OF MINUTES OF MAY 16, 2012 AND SPECIAL MAY 30, 2012 COUNTY BOARD MEETINGS

A motion was made by Supervisor De Wane and seconded by Supervisor Buckley “**to approve the minutes of May 16, 2012 and May 30, 2012.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 4 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Erickson thanked Judy Knudsen and Mark Hagendorn of the UW-Extension Office, for all their hard work on Breakfast on the Farm. Mr. Erickson announced they served in excess of 6,000 people. Mr. Erickson also thanked Supervisor Dantine for his volunteering and urged all County Board members to volunteer their time at these events.

Supervisor Robinson announced that the River Walk in the City of De Pere will be opening on June 30th. The dedication will be sponsored by the De Pere Rotary Club and there will be tours, food and music from 11 a.m. until 6 p.m. and invited all to attend.

Supervisor Buckley thanked the Sheriff’s Department for solving a difficult case. He stated as long as there is cooperation between police departments cases will continue to be solved.

Supervisor Lund announced that the American Red Cross of Brown County is short of blood. Supervisor Lund said a Super Donor Day is set for July 2, 2012, from 2 p.m. until 6 p.m. at Shopko Hall. Mr. Lund urged everyone to contact the Red Cross at redcross.org and sign up to donate.

**No. 5 -- COMMUNICATIONS.
LATE COMMUNICATIONS.**

No. 5a -- FROM SUPERVISOR STEFFEN RE: IN AN EFFORT TO INCREASE THE RELEVANCE AND QUALITY OF INFORMATION AVAILABLE TO SUPERVISORS AND THE PUBLIC, I RESPECTFULLY REQUEST THE EXECUTIVE COMMITTEE, ALONG WITH THE COUNTY EXECUTIVE, REVIEW, DISCUSS, AND TAKE ACTION ON REQUIRING STANDARDIZED, STAFF REPORTS FOR PUBLIC POLICY ITEMS AND MONTHLY REPORTS. IT IS MY BELIEF THAT ISSUES BROUGHT BEFORE THE BOARD AND ITS COMMITTEES ARE BETTER SERVED IF THE BACKGROUND, POLICY ISSUES, FISCAL IMPACTS, RECOMMENDATIONS, AND POLICY ALTERNATIVES ARE CLEARLY EXPRESSED IN WRITING AND IN ADVANCE FOR THE REVIEW AND CONSIDERATION OF THE BOARD MEMBERS.

Refer to Executive Committee.

No. 5b -- FROM SUPERVISOR SIEBER RE: CREATE A DATABASE OF UNDER UTILIZED COUNTY ASSETS. (Supervisor Sieber explained his motion, stating his intention of this late communication was that the County should maintain an inventory of under-used equipment which can be shared with departments to be used instead of having to rent or lease.)

Refer to Public Works Department.

No. 5c -- FROM SUPERVISOR NICHOLSON RE: TO HAVE THE COUNTY OF BROWN CREATE AN ORDINANCE FOR LOW FREQUENCY NOISE.

Refer to Health Department.

No. 5d -- FROM SUPERVISOR LUND RE: EXPLORE SUPPORT FOR GREAT LAKES SMALL HARBOR COALITION.

Refer to Executive Committee.

No. 5e -- FROM CHAIRMAN MOYNIHAN RE: REQUEST APPROVAL OF AMENDING BROWN COUNTY CODE OF ORDINANCES (2.13)(5)(F) "The County Board staff shall establish and maintain a roster of secretaries to take minutes of all standing committees, boards and commissions. Secretaries will include all motions, actions taken on motions, and discussion pertinent to the subject matter." PRESENTLY, 2.13(5)(F) OF THE BROWN COUNTY CODE OF ORDINANCES REFLECTS LANGUAGE THAT RECORDING SECRETARIES MUST INCLUDE IN EACH COUNTY BOARD MEETING AND ALL COUNTY COMMITTEES, COMMISSIONS, BOARDS, ETC. ALL MOTIONS, ACTIONS TAKEN ON MOTIONS AND DISCUSSION PERTINENT OT THE SUBJECT MATTER. I FIND THIS PRACTICE BOTH TIME CONSUMING FROM THE SECRETARIAL PERSPECTIVE AND COSTLY IN TERMS OF TAX DOLLARS (PRINTING, OFFICE SUPPLIES, POTENTIAL STAFF OVERTIME, ETC.) THUS, FOR YOUR CONSIDERATION, I REQUEST THAT THE PORTION OF THE LANGUAGE IN THE SECOND SENTENCE OF 2.13(5)(F) "AND DISCUSSION PERTINENT TO THE SUBJECT MATTER" BE REMOVED FROM THE BROWN COUNTY CODE OF ORDINANCES. THIS PRACTICE IS PRESENTLY EMPLOYED BY THE BROWN COUNTY CLERK'S OFFICE FOR COUNTY BOARD MEETING MINUTES AS WELL AS LOCAL MUNICIPALITIES

Refer to Executive Committee.

No. 5f -- FROM SUPERVISOR MOYNIHAN RE: ROOM 200 OF NORTHERN BUILDING STREAMING CAPABILITIES. FOR YOUR CONSIDERATION, I REQUEST THAT THE ADMINISTRATION COMMITTEE DIRECT INFORMATION SERVICES TO STUDY THE COSTS AND TIME LINE REQUIRED FOR THE STREAMING OF BROWN COUNTY BOARD STANDING COMMITTEE MEETINGS AS WELL AS, ALL COUNTY COMMITTEES, COMMISSIONS, BOARDS, ETC., ASSOCIATED WITH BROWN COUNTY GOVERNMENT AS CONDUCTED IN ROOM 200. I BELIEVE HAVING A VISUAL/AUDIO RECORD OF THE AFOREMENTIONED MEETINGS LINKED TO THE BROWN COUNTY GOVERNMENT HOME PAGE PROVIDES OUR CITIZENS WITH INSTANT ACCESS TO THEIR GOVERNMENT IN THE EVENT THAT THEY ARE NOT AVAILABLE TO ATTEND SAID MEETINGS IN PERSON.

Refer to Administration Committee.

No. 6 -- APPOINTMENTS BY COUNTY EXECUTIVE.
No. 6a -- APPOINTMENT/CONFIRMATION OF JULIANA RUENZEL AS CORPORATION COUNSEL

A motion was made by Supervisor Fewell and seconded by Supervisor La Violette “**to approve the above appointment**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 6b -- APPOINTMENT/CONFIRMATION OF DAVID HJALMQUIST AS INFORMATION SERVICES DIRECTOR

A motion was made by Supervisor Hopp and seconded by Supervisor Carpenter “**to approve the above appointment**”. Voice vote taken. Motion carried with Supervisor Kaster voting nay.

No. 6c -- REAPPOINTMENT OF CHARLES KARNOPP TO ADJUSTMENT BOARD
Deleted as per the County Board Chairman.

No. 6d -- REAPPOINTMENT OF NEIL MC KLOSKEY, HENRY WALLACE AND RON ANTONNEAU TO HARBOR COMMISSION

A motion was made by Supervisor Erickson and seconded by Supervisor Vander Leest “**to approve the above appointments**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 6e -- REAPPOINTMENT OF BERNIE ERICKSON AND APPOINTMENT OF DAN ROBINSON TO PLANNING COMMISSION

A motion was made by Supervisor Dantine and seconded by Supervisor Clancy “**to approve the above appointments**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 6f -- REAPPOINTMENT OF CHUCK LAMINE, MARGARET JENSEN, ROBERT COWLES TO PROFESSIONAL FOOTBALL STADIUM DISTRICT BOARD

A motion was made by Supervisor Van Dyck and seconded by Supervisor La Violette “**to approve the above appointments**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 7a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach appreciated the confirmation of his appointments tonight. Mr. Streckenbach stated that a lot of study has gone into both hires. Mr. Streckenbach added that he is looking forward to working with both new appointees.

Executive Streckenbach discussed the upcoming Budget and asked the County Board to be open with budget items and if they have any questions or concerns regarding the budget he would be happy to discuss those at any time.

No. 7b -- REPORT BY BOARD CHAIRMAN.

Chairman Moynihan stated he is still working on filling the Internal Auditor position in the County Board Office.

Chairman Moynihan discussed the deadline to submit items to the County Board for inclusion on the agenda for the County Board meeting is at 4:00 p.m. on Tuesday, preceding the County Board Meeting. Chairman Moynihan announced this pertains to all Department Heads and Chairs of Committees.

No. 10m is taken out of order at this time.

No. 10m -- AN ORDINANCE TO AMEND CHAPTER 4 OF THE BROWN COUNTY CODE ENTITLED "PERSONNEL RULES AND REGULATIONS"

A motion was made by Supervisor Buckley and seconded by Supervisor Wetzel **"to refer back to Human Resources Staff"**.

Following discussion, the vote was taken on Supervisor Buckley's motion **"to refer back to Human Resources Staff"**. Voice vote taken. Motion carried with Supervisor Steffen voting nay.

No. 8 -- OTHER REPORTS. No Reports.

No. 9 -- STANDING COMMITTEE REPORTS:

No. 9a -- REPORT OF ADMINISTRATION COMMITTEE OF MAY 31, 2012

TO THE MEMBERS OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on May 31, 2012 and recommends the following motions:

1. Review of Minutes of Housing Authority (April 16, 2012). Receive and place on file.
2. Communication from Supervisor Vander Leest re: Request for a Summary of the top 25 employers in Brown County to determine employee health care contributions and other employee benefits provided. Receive and place on file.
3. County Clerk – Budget Status Financial Report for March 12, 2012. *See action at Item 4.*
4. County Clerk – Staffing Updates. Receive and place on file Items 3 & 4.
5. Child Support Agency – Director's Report. Receive and place on file.
6. Information Services – Budget Status Financial Report for March, 2012. *See action at Item 7.*
7. Information Services – IS Report. Receive and place on file Items 6 & 7.
8. Human Resources – Budget Status Financial Report for March, 2012. Receive and place on file.
9. Human Resources – Human Resources Activity Report for April, 2012. Receive and place on file.

10. Human Resources – Director’s Report. Receive and place on file.
11. Department of Administration – Budget Status Financial Report for March, 2012. Receive and place on file.
12. Department of Administration – Financial Statement Results – Unaudited, as of March 31, 2012. Receive and place on file.
13. Department of Administration – 2012 Budget Adjustment Log. Receive and place on file.
14. Department of Administration – Review of Purchasing Policy. Hold until the June, 2012 meeting.
15. Department of Administration – Director’s Report. Receive and place on file.
16. Audit of bills. To pay.

A motion was made by Supervisor De Wane and seconded by Supervisor Schuller “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9a(i) -- REPORT OF “SPECIAL” ADMINISTRATION COMMITTEE OF JUNE 11, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in special session on June 11, 2012 and recommends the following motions:

1. Resolution re: To Approve the Amended and Restated Pledge and Security Agreement and the Addendum to the 1999 Cooperation Agreement. To approve. See *Resolutions, Ordinances July County Board.*

A motion was made by Supervisor De Wane and seconded by Supervisor Schuller “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF JUNE 7, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on June 7, 2012 and recommends the following:

1. Review Minutes of Joint Executive Committee and Education & Recreation Committee (May 22, 2012). To approve.
2. Communication from Supervisor Erickson re: Update on reducing County Boat Launch fees to seniors (65 and over) from \$30.00 to \$20.00. To hold until July.
3. Communication from Supervisor Lund re: To examine the parking at the Brown County Boat Ramp on the Suamico River to explore options for additional parking. To hold for two months.

4. Communication from Supervisor Steffen re: Postponing the issuance of the Brown County Central Library Project RFP. Receive and place on file.
5. Communication from Supervisor Van Dyck re: Central Library Renovations. Refer until the next Ed and Rec meeting.
6. Communication from Supervisor Evans re: Brown County provides appropriate funding (\$300,000 per year) for the maintenance, upkeep and improvements to the Resch Center. Review the emergency maintenance for Shopko Hall and the Veteran's Memorial Arena. To refer to staff and the VMCC Committee.
7. NEW Zoo & Park Mgmt - Parks Budget Status Financial Report for April, 2012. Receive and place on file.
8. NEW Zoo & Park Mgmt - Discussion of Wrightstown Boat Launch proposed plan by Waterboard Warriors. To refer to Staff (Corporation Counsel and Park Department) to work on the DNR grant process and a long-term agreement with the Waterboard Warriors to improve the Wrightstown boat launch area and park.
9. NEW Zoo & Park Mgmt - Approval of Fox River Trail Consent to Easement with City of DePere.
 - a. Resolution to approve a consent to easement for a sanitary sewer line easement between the Wisconsin Department of Natural Resources and the City of DePere. To approve. See Resolutions, Ordinances June County Board.
10. NEW Zoo & Park Mgmt - Park Management Director's Report for April, 2012. Receive and place on file.
11. NEW Zoo & Park Mgmt - NEW Zoo Budget Status Financial Report for April, 2012. Receive and place on file.
12. NEW Zoo & Park Mgmt - Request from N.E.W. Zoological Society, Inc. for the waiver of the contract fee and \$6.00 admission fee for Feast with the Beasts. To approve.
13. NEW Zoo & Park Mgmt - Zoo Monthly Activity Report for May, 2012.
 - a. Operations Report, April 2012.
 - b. Admissions Revenue Attendance.
 - c. Gift Shop, Mayan, Admissions, Zoo Pass Revenue Reports. To receive and place on file Items 13a, b & c.
14. NEW Zoo & Park Mgmt - NE WI Zoo Education & Volunteer Programs Report for April, 2012. Receive and place on file.
15. NEW Zoo & Park Mgmt - Zoo Animal Collection Report for May, 2012. Receive and place on file.
16. NEW Zoo & Park Mgmt - Zoo Director's Report. Receive and place on file.
17. Golf Course - Budget Status Financial Report as of April 30, 2012. Receive and place on file.
18. Golf Course - Financial Statistics as of May, 2012. Receive and place on file.
19. Golf Course - Superintendent's Report. Receive and place on file.
20. Museum - Neville Public Museum Attendance and Admissions for April, 2012. Receive and place on file.
21. Museum - Budget Status Financial Report for April, 2012. Receive and place on file.
22. Museum - Director's Report.
 - i. To approve to change the free day to July 3rd from July 4th.
 - ii. Receive and place on file.
23. Library - Budget Status Financial Report as of April, 2012. Receive and place on file.
24. Library - Request for Proposal - Central Library Final Design. To refer to the July Ed & Rec Committee mtg. (Ayes: Wetzel, Van Dyck, Vander Leest, Nay: Hoyer)
25. Library - Director's Report. Receive and place on file.

26. Resch Centre/Arena/Shopko Hall - Complex Attendance for the Brown County Veterans Memorial Complex for April, 2012. Receive and place on file.
27. Audit of bills. To refer to next meeting.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Wetzel **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9c -- REPORT OF EXECUTIVE COMMITTEE OF JUNE 11, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on June 11, 2012 and recommends the following motions:

1. Appointment of Supervisor Sieber, Supervisor Buckley and County Board Chairman Moynihan to Facility Master Plan Subcommittee. To approve.
2. Communication from Supervisor Robinson re: Request that the County Board (1) hold a special visioning session or series of visioning sessions and (2) consider putting together a Master Plan to guide the work of County Government. To hold for one month to bring back additional information.
3. Communication from Supervisor Hopp re: Engage in discussion, formulation, and negotiation with the City of Green Bay to provide County Employees a reduced rate annual parking permit, to be utilized in the downtown Green Bay parking ramps upper levels. To refer to staff.
4. Communication from Supervisor Steffen re: Term-limits for Brown County Supervisors.
5. Communication from Supervisor Steffen re: Nomination signature threshold for candidates seeking the office of County Supervisor to lower to 50 and 100 signatures. To hold items 4 and 5 for one month.
6. Communication from Supervisor Steffen re: Eliminating access to health and dental insurance by Brown County Supervisors. Receive and place on file.
7. Communication from Supervisor Van Dyck re: Supervisor Health Insurance and Dental Insurance. To terminate health, dental, vision, and life insurance benefits.
8. Communication from Supervisor Hoyer re: Resolution expressing the Brown County Board of Supervisor’s support for locating the Medical College of Wisconsin in the Green Bay area. To approve.
9. *** Communications from Supervisor Haefs re:
 - a) Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance, and
 - b) Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance for the 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy), and

*** **ITEM #9-A,B,C,D – REFERRED TO CORPORATION COUNSEL AS PER THE COUNTY BOARD ON 6/20/12.**

- c) Request the Executive Committee send a motion to the County Board on whether or not board members can buy health insurance directly, and
 - d) Request that the Executive Committee send a motion to the County Board on whether or not board members can buy health insurance for 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy).
 - i. To go with “a” and “b” and request a declaratory judgment on those and live with what comes back. Ayes: Evans, Erickson Nays: Fewell, Buckley, Wetzel, Moynihan, Lund. Motion failed.
 - ii. To receive and place on file “c” and “d”
10. Communication from Supervisor Erickson re: Supervisor Health and Dental Insurance for 2012 and 2013.
 - i. Receive and place on file.
 - ii. Motion by substitution to approve Supervisor Erickson’s proposal. Ayes: Erickson, Evans; Nays: Fewell, Buckley, Wetzel, Moynihan, Lund. Motion failed.
11. Referred from Admin Cmte - Discussion of the Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week. To approve Chapter 4 as amended and have the County Executive continue to work with the 24/7 departments and come back in September.
12. Referred from Public Safety Cmte - Review and approve an Exchange of Services Agreement between the Oneida Tribe of Indians and Brown County, in regard to a Public Safety radio communications tower and site. To approve.
13. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay the bills.
14. County Executive Report.
 - a) Brown County Veterans Memorial Complex Deferred Maintenance Planning Executive Summary. Receive and place on file.
15. Labor Attorney Report.
 - a) Brown County Employee Handbook. Receive and place on file.
16. Vacant Budgeted Position: Administration – Budget Coordinator - will vacate 6/15/12. To approve.
17. Vacant Budgeted Position: County Clerk–Elections Specialist–vacated 5/25/12. To approve.
18. Vacant Budgeted Position: Human Resources – Payroll Specialist – vacated 6/1/12. To approve.
19. Vacant Budgeted Position: Public Works/Highway–Business Coordinator–vacated 6/8/12. To approve.
20. Resolution re: the Reclassification of the Director of Port and Solid Waste Position. To hold for one month. See Resolutions, Ordinances June County Board.
21. Resolution re: Change in Table of Organization Public Works Department – Operations Division Operations Manager. To approve. See Resolutions, Ordinances June County Board.
22. Resolution to Approve the Amended and Restated Pledge and Security Agreement and the Addendum to the 1999 Cooperation Agreement. To approve. See Resolutions, Ordinances June County Board.

23. Resolution re: Adopting a Policy regarding the Hiring of Brown County Employees. Receive and place on file. See Resolutions, Ordinances June County Board.
24. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Austin Straubel International Airport Employees. To take 24, 25, 26 and 27 together. See Resolutions, Ordinances June County Board.
25. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Corrections Officers. See #27. See Resolutions, Ordinances June County Board.
26. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Highway Department Employees. See # 27. See Resolutions, Ordinances June County Board.
27. Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Neville Public Museum Employees. To approve items 24 through 27. See Resolutions, Ordinances June County Board.
28. An Ordinance to Amend Chapter 4 of the Brown County Code Entitled "Personnel Rules and Regulations". To approve as amended. See Resolutions, Ordinances June County Board.

A motion was made by Supervisor De Wane and seconded by Supervisor Carpenter "**to adopt**". Supervisor Zima requested items #9 and #10 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #9 -- Communication from Supervisor Haefs re: a) Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance, and b) Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance for the 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy), and c) Request the Executive Committee send a motion to the County Board on whether or not board members can be health insurance directly, and d) Request that the Executive Committee send a motion to the County Board on whether or not board members can buy health insurance for 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy). COMMITTEE ACTION: i. To go with "a" and "b" and request a declaratory judgment on those and live with what comes back. Ayes: Evans, Erickson; Nays: Fewell, Buckley, Wetzel, Moynihan, Lund. Motion failed. ii. To receive and place on file "c" and "d".

A motion was made by Supervisor Haefs and seconded by Supervisor Evans "**to approve**".

Following discussion, a motion was made by Supervisor Zima "**to refer to Corporation Counsel Office to seek an opinion from the Wisconsin Attorney General's Office regarding whether or not Brown County Supervisors have a right to apply for an have health and dental benefits in accordance with policy set at the County Board Annual Meeting in November 2011**".

After further discussion, a motion was made by Supervisor Haefs and seconded by Supervisor Hopp "**to suspend the rules to allow interested parties to address the Board**". Voice vote taken. Motion carried with Supervisors Nicholson, Buckley and Landwehr voting nay.

Fred Mohr, Legal Counsel for Human Resources, was asked questions by County Board Supervisors on the legality of item #9. Mr. Mohr responded to several questions.

Following further discussion, a motion was made by Supervisor Hopp and seconded by Supervisor Wetzel **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously with no abstentions.

Vote taken on Supervisor Zima’s motion **“to refer to Corporation Counsel Office to seek an opinion from the Wisconsin Attorney General’s Office regarding whether or not Brown County Supervisors have a right to apply for and have health and dental benefits in accordance with policy set at the County Board Annual Meeting in November 2011”**. Roll Call #9c9(1):

Ayes: De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Dantine, Williams, Kaster, Robinson, Wetzel, Steffen, Carpenter, Lund, Fewell
Nays: Sieber, Buckley, Landwehr, La Violette, Van Dyck, Schuller, Clancy, Moynihan
Excused: Hoyer

Total Ayes: 17 Total Nays: 8 Excused: 1
Motion carried.

Item #10 -- Communication from Supervisor Erickson re: Supervisor Health and Dental Insurance for 2012 and 2013. COMMITTEE ACTION: i. Receive and place on file. li. Motion by substitution to approve Supervisor Erickson’s proposal. Ayes: Erickson, Evans; Nays: Fewell, Buckley, Wetzel, Moynihan, Lund. Motion failed.

A motion was made by Supervisor Vander Leest and seconded by **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Evans and seconded by Supervisor Lund **“to suspend the rules to take item #10n at this time”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 10n -- RESOLUTION TO ELIMINATE CERTAIN INSURANCE BENEFITS FOR THE BROWN COUNTY BOARD OF SUPERVISORS

A motion was made by Supervisor Zima and seconded by Supervisor Kaster **“to receive and place on file”**. Vote taken. Roll Call #10n(1):

Ayes: De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Dantine, La Violette, Williams, Kaster, Schuller, Robinson, Clancy, Lund
Nays: Sieber, Vander Leest, Buckley, Landwehr, Van Dyck, Wetzel, Moynihan, Steffen, Carpenter, Fewell
Excused: Hoyer

Total Ayes: 15 Total Nays: 10 Excused: 1
Motion carried.

No. 9d -- REPORT OF HUMAN SERVICES COMMITTEE OF MAY 23, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on May 23, 2012 and recommends the following motions:

1. Review Minutes of:
 - i. Aging & Disability Resource Center of Brown County Board (April 26, 2012).
 - ii. Children With Disabilities Education Board (April 24, 2012).
 - iii. Veterans' Recognition Subcommittee (April 17, 2012).
To suspend the rules and receive and place on file 1a, b, & c.
2. Syble Hopp – 2012 – 2013 Budget. To approve.
3. Presentation – By Family Service Association re: Healthy Families Program and Willow Tree Child Advocacy Center.
 - i. Receive and place on file. (Healthy Families)
 - ii. Receive and place on file. (Willow Tree Child Advocacy Center)
4. Human Services Dept. – Executive Director's Report. Receive and place on file.
5. Human Services Dept. – Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
6. Human Services Dept. – Monthly Inpatient Data – Community Treatment Center and Bellin Psychiatric Center. Receive and place on file.
7. Human Services Dept. – Approval for New Non-Continuous Vendor. To approve.
8. Human Services Dept. – Request for New Vendor Contract. To approve.
9. Human Services Dept. – Monthly Contact Update. To approve.
10. Audit of bills. To pay the bills.

A motion was made by Supervisor La Violette and seconded by Supervisor Robinson “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF MAY 21, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on May 21, 2012 and recommends the following motions.

1. Review minutes of:
 - a. Planning Commission Board of Directors (March 7, 2012). Receive and place on file.
 - b. Solid Waste Board (February, March & April, 2012). Receive and place on file.

3. Report - Recommended Solutions for Phosphorus Pollution Reduction in Brown County – Presentation by Jared Heyn will be scheduled for a subsequent meeting if requested. Receive and place on file.
4. UW-Extension - Resolution re: Commemorating the 100th Anniversary of Cooperative Extension, a Division of the University of Wisconsin-Extension. To approve. See Resolutions, Ordinances June County Board.
5. Airport - Budget Status Financial Report for April, 2012. Receive and place on file.
6. Airport - Director's Report. Receive and place on file.
7. Public Works – Facility Management - Resolution re: Change in Table of Organization Public Works Department – Operations Division Operations Manager. To move the resolution on to the County Board as amended. See Resolutions, Ordinances June County Board.
8. Public Works – Facility Management - Summary of Operations. Receive and place on file.
9. Public Works – Facility Management - Raasch Associates Payment Breakdown for 2011. Receive and place on file.
10. Public Works – Facility Management - Document Center Color Copier Replacement Bid Award. To hold for one month.
11. Public Works – Facility Management - Director's Report. Receive and place on file.
12. Port & Solid Waste - Port Budget Status Financial Report for March, 2012. Receive and place on file.
13. Port & Solid Waste - Solid Waste Budget Status Financial Report for March, 2012. Receive and place on file.
14. Port & Solid Waste - 2012 AGLP Federal Policy – Position – Request for Approval. *Referred back as per the County Board 5/16/2012.*
 - i. To approve the new American Great Lakes Ports Association 2012 Federal Policy with the resolution attached.
 - ii. To amend his motion to add the amendment of the fifth Whereas to state “agree with” instead of “wishes to”.
15. Port & Solid Waste - Resolution re: Reclassification of the Director of Port and Solid Waste Position. To hold for one month for additional comparable. See Resolutions, Ordinances June County Board.
16. Port & Solid Waste - Resolution re: Project Partnership Agreement between the U.S. Army Corps of Engineers and Brown County for Construction, Operation and Closure of the Cat Island Chain Restoration Project. To approve. See Resolutions, Ordinances June County Board.
17. Port & Solid Waste - Commercial Recycling Agreement – Request for Approval. To approve pending Corporation Counsel approval.
18. Port & Solid Waste - Consideration for Advancing Closure of Renard Island – Request for Approval. To approve.
19. Port & Solid Waste - Director's Report. No report.
20. Planning & Land Services - Planning Commission, Property Listing, Zoning Budget Status Financial Reports for March, 2012. Receive and place on file.
21. Register of Deeds - Budget Status Financial Report for March, 2012. Receive and place on file.
22. Audit of bills. To pay the bills.

A motion was made by Supervisor Erickson and seconded by Supervisor Dantine **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9ei -- REPORT OF LAND CONSERVATION SUBCOMMITTEE (No Meeting. No Report)

No. 9f -- REPORT OF PUBLIC SAFETY COMMITTEE OF JUNE 6, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on June 6, 2012 and recommends the following motions.

1. Review Minutes of:
 - a. Criminal Justice Coordinating Board (April 24, 2012)
 - b. Emergency Medical Services Council (March 21, 2012 & May 16, 2012)
 - c. Fire Investigation Task Force (March 1, 2012)
 - d. Local Emergency Planning Committee (March 13, 2012)
 - i. To take items 1a-d together.
 - ii. Receive and place on file Items 1a-d.
2. Communication from Supervisor Buckley re: Sheriff's Department to take the lead on a combined services study (Metro Policing) for Brown County. Refer to Sheriff to form a committee.
3. Communication from Supervisor Buckley re: Would like Mr. Miller from the Airport to come to Public Safety Committee and give an update on funding for the Sheriff's Deputy to be stationed at the Airport. To hold for one month.
4. Public Safety Communications - Budget Status Financial Reports, March and April, 2012. Receive and place on file.
5. Public Safety Communications - Director's Report. Receive and place on file.
6. Sheriff - Budget Status Financial Report, April, 2012. Receive and place on file.
7. Sheriff - Sheriff's Report. Receive and place on file.
8. Emergency Management - County/Tribal Directors of Emergency Management Semi Annual Report, October, 2011 – March, 2012. Receive and place on file.
9. Circuit Courts, Commissioners, Probate - Budget Status Financial Reports, March and April, 2012. Receive and place on file.
10. Audit of bills. To approve.

A motion was made by Supervisor Carpenter and seconded by Supervisor Clancy "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

No. 10 -- RESOLUTIONS, ORDINANCES:

No. 10a -- RESOLUTION TO APPROVE A CONSENT TO EASEMENT FOR A SANITARY SEWER LINE EASEMENT BETWEEN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF DE PERE

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

Ladies and Gentlemen:

WHEREAS, Brown County is the owner and holder of a Trail Management Easement (“Easement”) for the construction, development, maintenance, and operation of certain property known as the Fox River State Trail (“Trail”) by the County Park Department, the “Trail Manager,” as more fully set forth in said Easement, entered into between the State of Wisconsin Department of Natural Resources, the Trail owner, and Brown County and duly recorded on August 28, 2000 as Document No. 1769733, on December 21, 2001 as Document No. 1863067, and on March 4, 2004 as Document No. 2100224 all in Brown County Records; and

WHEREAS, Brown County, in accordance with the aforementioned Easement, is to consent to any additional easements put forth by the Wisconsin Department of Natural Resources as the property owner of the Fox River State Recreational Trail; and

WHEREAS, Brown County has been notified by the Wisconsin Department of Natural Resources that the attached Sanitary Sewer Line Easement is needed by the City of DePere to perform sewer line upgrades; and

WHEREAS, conditions of this Sanitary Sewer Line Easement require the City of DePere to hold harmless Brown County, to conduct the work safely for Trail users, and to return the Trail to original or better conditions following installation of the sanitary sewer line at issue therein.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors approves the attached Sanitary Sewer Line Easement allowing the City of DePere to conduct a sewer line replacement on the Fox River State Recreational Trail and authorizes execution of the Consent to Easement by Brown County.

Respectfully submitted,
EDUCATION & RECREATION COMMITTEE

Authored by Zoo & Park Mgmt. - Parks
Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Williams “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/25/2012

ATTACHMENTS TO RESOLUTION #10a

ARE AVAILABLE TO VIEW IN THE

BROWN COUNTY CLERK’S OFFICE

No. 10b -- RESOLUTION RE: COMMEMORATING THE 100TH ANNIVERSARY OF COOPERATIVE EXTENSION, A DIVISION OF THE UNIVERSITY OF WISCONSIN-EXTENSION

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

Ladies and Gentlemen:

WHEREAS, Ernest L. Luther was appointed the State's first county extension agent in Oneida County on February 12, 1912; and

WHEREAS, 2012 marks the 100th anniversary of this unique educational partnership between the counties of the state and Cooperative Extension; and

WHEREAS, this partnership as pioneered in Wisconsin, embodies the true meaning of the "Wisconsin Idea" – that the resources and knowledge of the university shall be extended to the people of the state wherever they live and work; and

WHEREAS the 100th anniversary of Mr. Luther's appointment commemorates the contributions of all Cooperative Extension educators to the growth and development of the entire state; and

WHEREAS Cooperative Extension's purpose is to teach, learn, lead and serve, connecting the people with the University of Wisconsin, and engaging with them in transforming lives and communities; and

WHEREAS the vitality of today's Cooperative Extension programs can be credited to the men and women of vision who accepted the challenge in 1912 to create the Wisconsin county extension system.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the board hereby commends the UW-Extension, its division of Cooperative Extension, and its local county extension educators for their cooperation and support, which allows people of Brown County to apply the research and knowledge of the University of Wisconsin in their lives, homes, farms, schools and businesses.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Authored by: UW-Extension
Final Draft Approved by Corporation Counsel

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

A motion was made by Supervisor Kaster and seconded by Supervisor Hopp "to adopt".
Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/25/2012

No. 10c -- RESOLUTION RE: PROJECT PARTNERSHIP AGREEMENT BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND BROWN COUNTY FOR CONSTRUCTION, OPERATION AND CLOSURE OF THE CAT ISLAND CHAIN RESTORATION PROJECT

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

Ladies and Gentlemen:

WITNESSETH, THAT:

WHEREAS, Since 1998 the project has been the focus of a partnership including the U.S. Army Corps of Engineers, Brown County, Wisconsin Department of Natural Resources, University of Wisconsin-Sea Grant, University of Wisconsin-Green Bay, U.S. Fish and Wildlife Service, and the Fox River Group of paper mills. Representatives of these parties participate in a Biota and Habitat Work Group dedicated to implementing recommendations of the Lower Green Bay/Fox River Remedial Action Plan.

WHEREAS, The Cat Island Chain Restoration Project consists of constructing a 2.5 mile spine in the lower bay for placement of 2,350,000 cubic yards of clean outer harbor sediments to create three (3) barrier islands over the next 20 years that will protect and enhance 1,400 acres of the Duck Creek area for ecological benefits;

WHEREAS, The Port of Green Bay and its associated \$75M economic impact and more than 600 jobs are dependent upon having the navigational channel dredged and a location for placement of dredged material. The Port of Green Bay needs a cost-effective Confined Disposal Facility to meet the 20-year dredging and dredged material disposal needs of the Green Bay Harbor;

WHEREAS, The most cost-effective disposal alternative is to restore (reconstruct) the Cat Island Chain of islands using clean outer harbor sediments and continue utilizing the Bay Port Confined Disposal Facility for the contaminated inner harbor sediments. The U.S. Army Corps of Engineers and Brown County have long studied this project and the USACE has determined this project is engineeringly feasible, environmentally acceptable and overall the most cost-effective;

WHEREAS, construction, operation, and maintenance of the general navigation features of the Green Bay Harbor at Green Bay, Wisconsin was authorized by:

Rivers and Harbors Act, June 23, 1866;
Rivers and Harbors Act, July 13, 1892;
Rivers and Harbors Act, June 26, 1910;
Rivers and Harbors Act, August 8, 1917;
Rivers and Harbors Act, March 3, 1925;
Rivers and Harbors Act, August 30, 1935;
Rivers and Harbors Act, August 26, 1937;
Rivers and Harbors Act, March 2, 1945;
Rivers and Harbors Act, October 23, 1962;
Water Resources Development Act, November 17, 1986;

and Water Resources Development Act, November 8, 2007;

WHEREAS, the U.S. Army Corps of Engineers (USACE) and Brown County entered into a Local Cooperation Agreement (hereinafter the "Existing Agreement") on 16 November 1977 for construction of Renard Island confined disposal facility;

WHEREAS, the Bay Port Confined Dredged Material Disposal Facility (hereinafter the "Bay Port Facility") was constructed in 1978 under the authority of Section 123 of the River and Harbor Act of 1970, Public Law 91-611, as amended, (hereinafter the "Section 123") to contain dredged material; and

WHEREAS, the USACE and Brown County entered into a Memorandum of Agreement on 21 June 2001 for the Bay Port Dredge Material Rehandling Facility under the authority of Section 217(c) of the Water Resources Development Act of 1996, Public Law 104-303 that provides that the USACE may carry out a program to evaluate and implement opportunities for public-private partnerships in the design, construction, management, or operation of dredged material disposal facilities in connection with construction or maintenance of Federal navigation projects and these public-private partnerships may be implemented through agreements with a non-Federal interest, a private entity, or both; the USACE may reimburse the private entity, subject to appropriations, for the disposal of dredged material in such a facility through the payment of a subsequent use fee sufficient to repay funds contributed by the private entity plus a reasonable return on investment and the USACE's share of the fee shall be equal to the percentage of the total cost of the facility that would otherwise be borne by the USACE; and

WHEREAS, the USACE and Brown County desire to enter into a new Project Partnership Agreement (hereinafter the "Agreement") for construction of the Cat Island Chain Restoration Project for dredged or excavated material disposal facilities (hereinafter the "Project") to enable continued operation and maintenance of the existing general navigation features;

WHEREAS, Section 101 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2211), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221(a)(4) of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b(a)(4)), authorizes the Secretary of the Army, subject to certain limitations and conditions, to afford credit toward the non-Federal share of the cost of the Project for the value of in-kind contributions that the Secretary of the Army determines are integral to the Project;

WHEREAS, Brown County desires to receive credit toward its required contribution of funds for the Project in accordance with the provisions of this Agreement for certain work (hereinafter the "in-kind contributions") that were determined to be integral to the Project;

WHEREAS, Brown County may offer in writing to accelerate provision to the USACE of all or a portion of its required contribution of funds for immediate use by the USACE for construction of the Project;

WHEREAS, Section 217(a) of the Water Resources Development Act of 1996, Public Law 104-303 (33 U.S.C. 2326a(a)), provides that the USACE may provide additional capacity at

a dredged or excavated material disposal facility constructed by the USACE beyond the capacity that would be required for water resources project purposes, if a non-Federal sponsor agrees to pay all costs associated with the construction of the additional capacity;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 101 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2211), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, on May 6, 2010, an interagency agreement between the Environmental Protection Agency and the Department of the Army was executed under which the Environmental Protection Agency agreed to transfer funds to the Army Corps of Engineers to carry out projects in support of the Great Lakes Restoration Initiative (hereinafter the "GLRI"), pursuant to the authority provided by Title II, Division A of the Department of Interior, Environment, and Related Agencies Appropriations Act, Public Law 111-88;

WHEREAS, the U.S. Army Engineer, Detroit District has determined that implementation of the Project supports the GLRI and that a portion of the funds provided by the Environmental Protection Agency will be used to carry out some of the work on the Project;

WHEREAS, the USACE and Brown County have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the Project in accordance with the terms of this Agreement; and

WHEREAS, the USACE and Brown County, in connection with this Agreement, desire to foster a "partnering" strategy and a working relationship between the USACE Brown County through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the USACE and Brown County, and facilitate the successful implementation of the Project;

WHEREAS, Brown County received a \$1.5M GLRI grant from the U.S. Environmental Protection Agency to begin construction of a wave barrier to the west island of the chain in 2012;

WHEREAS, the project costs are estimated at \$27.9M after construction of the access road;

WHEREAS, the project requires a 65% Federal (\$17.81M) and 35% non-federal (\$9.59M) cost sharing. Of the non-federal cost share, 10% or less is payable over 30 years, if desired by Brown County;

WHEREAS, the USACE has received \$6M in FY10 and another \$6M in FY11 GLRI funds along with a proposed \$7M in the FY13 President's budget totaling an amount of \$19M in federal funds essentially meeting full Federal cost-share requirement.

WHEREAS, Brown County has received \$7.14M in Wisconsin Department of Transportation Harbor Assistance Program grant, \$800,000 in Natural Resources Damage

Assessment funds, \$508,000 in Harbor Fees collected from terminal operators of the Port, and \$733,000 in Harbor Dredging fees funds designated for dredge disposal capacity, totaling \$9.2M of the \$9.59M non-federal cost sharing requirement;

WHEREAS, the remaining non-federal cost of \$0.39M will be cost-shared over the next 30 years and paid for by future collected Harbor Fees or Harbor Dredging fee funds;

NOW, THEREFORE, the U.S. Army Corps of Engineers and Brown County agree as follows:

NOW THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Department may enter into a Project Partnership Agreement with the U.S. Army Corps of Engineers for purposes of construction, operation and maintenance of the Cat Island Chain Restoration Project.

Respectfully submitted,

**PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE**

Authored by: Port & Solid Waste Dept.
Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. This is an enabling resolution for the County to execute an agreement with the US Army Corps of Engineers.

CERTIFICATION

I, Darlene Marcelle, Clerk of Brown County, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a County Board Meeting of the County Board of Supervisors on June 20, 2012, adopted by a majority vote, and recorded in the minutes of said meeting.

\s\ Sandra L. Juno
County Clerk, Chief Deputy Clerk

A motion was made by Supervisor Sieber and seconded by Supervisor Erickson **“to adopt”**.

Following discussion, a vote was taken on Supervisor Sieber’s motion **“to adopt”**. Roll Call #10c(1):

Ayes: Sieber, De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Schuller, Robinson, Clancy, Wetzel, Moynihan, Lund, Fewell

Nays: Steffen, Carpenter

Excused: Hoyer

Total Ayes: 23 Total Nays: 2 Excused: 1

Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/25/2012

ATTACHMENT TO RESOLUTION #10c
ON THE FOLLOWING PAGES.

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE COUNTY OF BROWN, WISCONSIN
FOR CONSTRUCTION OF
DREDGED OR EXCAVATED MATERIAL DISPOSAL FACILITY
AT CAT ISLAND FOR DISPOSAL OF MATERIAL FROM THE
EXISTING GENERAL NAVIGATION FEATURES
AT GREEN BAY HARBOR, WISCONSIN

THIS AGREEMENT entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government") represented by the Assistant Secretary of the Army for Civil Works and the County of Brown, Wisconsin (hereinafter the "Non-Federal Sponsor"), represented by its County Executive.

WITNESSETH, THAT:

WHEREAS, construction, operation, and maintenance of the general navigation features of the Green Bay Harbor at Green Bay, Wisconsin was authorized by: Rivers and Harbors Act, June 23, 1866;

Rivers and Harbors Act, July 13, 1892;
Rivers and Harbors Act, June 26, 1910;
Rivers and Harbors Act, August 8, 1917;
Rivers and Harbors Act, March 3, 1925;
Rivers and Harbors Act, August 30, 1935;
Rivers and Harbors Act, August 26, 1937;
Rivers and Harbors Act, March 2, 1945;
Rivers and Harbors Act, October 23, 1962;
Water Resources Development Act, November 17, 1986;
and Water Resources Development Act, November 8, 2007;

(hereinafter the "*existing general navigation features*", as defined in Article I.A. of this Agreement);

WHEREAS, the Government and the Non-Federal Sponsor entered into a Local Cooperation Agreement (hereinafter the "Existing Agreement") on November 16, 1977 for construction of the *existing general navigation features*;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the "Agreement") for construction of a *dredged or excavated material disposal facility* at Cat Island (hereinafter the "*Project*", as defined in Article I.B. of this Agreement) to enable continued operation and maintenance of the *existing general navigation features*;

WHEREAS, Section 101 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2211), specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, Section 221(a)(4) of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b(a)(4)), authorizes the Secretary of the Army, subject to certain limitations and conditions, to afford credit toward the non-Federal share of the cost of the *Project* for the value of in-kind contributions that the Secretary of the Army determines are integral to the *Project*;

WHEREAS, the Non-Federal Sponsor desires to receive credit toward its required contribution of funds for the *Project* in accordance with the provisions of this Agreement for certain work (hereinafter the "*in kind contributions*" as defined in Article I.T. of this Agreement) that were determined to be integral to the *Project* on May 15, 2012;

WHEREAS, Section 217(a) of the Water Resources Development Act of 1996, Public Law 104-303 (33 U.S.C. 2326a(a)), provides that the Government may provide additional capacity at a *dredged or excavated material disposal facility* constructed by the Government beyond the capacity that would be required for water resources project purposes, if a non-Federal sponsor agrees to pay all costs associated with the construction of the additional capacity;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 101 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2211), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, on May 6, 2010, an interagency agreement between the Environmental Protection Agency and the Department of the Army was executed under which the Environmental Protection Agency agreed to transfer funds to the Army Corps of Engineers to carry out projects in support of the Great Lakes Restoration Initiative (hereinafter the "GLRI"), pursuant to the authority provided by Title II, Division A of the Department of Interior, Environment, and Related Agencies Appropriations Act, Public Law 111-88;

WHEREAS, the Assistant Secretary of the Army (Civil Works) has determined that implementation of the *Project* supports the GLRI and that a portion of the funds provided by the Environmental Protection Agency will be used to carry out some of the work on the *Project*;

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a "partnering" strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

A. The term “*existing general navigation features*” shall mean the Federal channel in the Fox River, beginning at the City of DePere, Wisconsin extending downstream seven miles to the mouth of the Green Bay Harbor, and extending from the mouth 11 miles in Green Bay, and the Renard Island dredged or excavated material disposal facilities at Green Bay, Wisconsin, as generally described in the Phase II Report, Dredged Material Management Plan Study and Environmental Assessment, Green Bay Harbor, Wisconsin, dated July, 2011 and approved by the Chief, Operations Directorate of Civil Works on October 5, 2011. The term does not include any lands, easements, rights-of-way, *relocations; removals; betterments; aids to navigation; or local service facilities.*

B. The term “*Project*” shall mean the *general navigation features; all removals* accomplished in accordance with Article II of this Agreement; and all lands, easements, rights-of-way, and *relocations* that the Government, in accordance with Article III of this Agreement, determines to be necessary for construction or operation and maintenance of the *general navigation features*, but shall not include aids to navigation or *local service facilities.*

C. The term “*general navigation features*” shall mean the *dredged or excavated material disposal facilities* at Cat Island (including but not limited to the access road and three containment cells), Green Bay Harbor, Wisconsin, as generally described in the Phase II Report Dredged Material Management Plan Study and Environmental Assessment, Green Bay Harbor, Wisconsin, dated July, 2011, and approved by the Chief, Operations Directorate of Civil Works on October 5, 2011. The term includes the *in-kind contributions* described in paragraph AA. of this Article. The term does not include any lands, easements, rights-of-way, *relocations; removals; betterments; any capacity provided pursuant to II.J.3. of this Agreement; aids to navigation; or local service facilities.*

D. The term “*period of construction*” shall mean the time from the date that the Government either issues the solicitation for the first construction contract for the *general navigation features* or commences construction of the *general navigation features* using the Government’s own forces, whichever is earlier, to the date that construction of the *general navigation features* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

E. The term “*total costs of construction of the general navigation features*” shall mean all costs incurred by the Non-Federal Sponsor or the Government in accordance with the terms of this Agreement directly related to construction of the *general navigation features*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s Preconstruction Engineering and Design costs; the Government’s engineering and design costs during construction; the Non-Federal Sponsor’s and the Government’s costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government’s costs of historic preservation activities in accordance with Article XVII.A.1. and Article XVII.C.1. of this Agreement; the Government’s actual construction costs (including the costs of alteration, lowering, raising, or replacement and attendant demolition of any *bridge over navigable waters of the United States*); the costs of *in-*

kind contributions for which credit will be afforded in accordance with Article II.C.4. of this Agreement; the Government's supervision and administration costs; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government's costs of contract dispute settlements or awards; incidental costs of *removals* accomplished by the Non-Federal Sponsor in accordance with Article II.I.3. of this Agreement; direct and incidental costs of *removals* accomplished by the Government in accordance with Article II.H. of this Agreement; and costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include the value of any lands, easements, rights-of-way, or *relocations*; any costs of *removals* accomplished by the Non-Federal Sponsor other than incidental costs; any financial obligations for operation and maintenance of the *existing general navigation features* or the *general navigation features*; any costs of additional work under Articles II.J.2. and II.J.3. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; any costs of *in-kind contributions* or other construction work on the *Project* performed by the Non-Federal Sponsor, including but not limited to construction of the access road with *Federal program funds*, that were determined in accordance with Article II.C.3. of this Agreement to not be eligible for credit; or the Non-Federal Sponsor's costs of negotiating this Agreement.

F. The term "*financial obligation for construction*" shall mean a financial obligation of the Government and the costs for the *in-kind contributions*, as determined by the Government, that results or would result in a cost that is or would be included in *total costs of construction of the general navigation features*.

G. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *total costs of construction of the general navigation features* for the *in-kind contributions*, as determined by the Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.C.1.b. of this Agreement to total *financial obligations for construction*, as projected by the Government.

H. The term "*highway*" shall mean any public highway, roadway, street, or way, including any bridge thereof.

I. The term "*bridge over navigable waters of the United States*" shall mean a lawful bridge over the navigable waters of the United States, including approaches, fenders, and appurtenances thereto, which is used and operated for the purpose of carrying railroad traffic, or both railroad and *highway* traffic, or if a state, county, municipality, or other political subdivision is the owner or joint owner thereof, which is used and operated for the purpose of carrying *highway* traffic.

J. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad (including any bridge thereof), or public facility, excluding any *bridge over navigable waters of the United States*, when such action is authorized in accordance with applicable legal principles of just compensation or providing a functionally equivalent facility when such action is specifically provided for, and is identified as a *relocation*, in the authorizing legislation for the *Project* or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

K. The term "*removal*" shall mean eliminating an obstruction (other than a *bridge over the navigable waters of the United States*) where the Government determines, after

consultation with the Non-Federal Sponsor, that: 1) elimination is necessary for construction or operation and maintenance of the *general navigation features*, including the borrowing of material or the disposal of dredged or excavated material associated therewith; and 2) the Non-Federal Sponsor, the State of Wisconsin, or the Government has the legal capability to accomplish elimination of the obstruction at the expense of the owner or operator thereof.

L. The term “*betterment*” shall mean a difference in the engineering and design or construction of an element of the *general navigation features* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the engineering and design or construction of that element. The term does not include features in addition to the *general navigation features*, nor does it include capacity provided, pursuant to Article II.J.3. of this Agreement, at any *dredged or excavated material disposal facility* for disposal of dredged or excavated material from outside the *existing general navigation features*.

M. The term “*dredged or excavated material disposal facility*” shall mean improvements necessary on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material associated with operation and maintenance of the *existing general navigation features*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, or de-watering pumps or pipes. The term also includes modifications to a dredged or excavated material disposal facility to increase capacity beyond that created by regularly recurring operation and maintenance activities. Such modifications may include, but are not limited to, major raising of dikes, expansion of the dredged or excavated material disposal facility, or a significant investment in dewatering facilities.

N. The term “*over-depth*” shall mean additional dimensions associated with a given depth that are required to accomplish advanced maintenance, if any, and to compensate for dredging inaccuracies at that depth.

O. The term “*utility*” shall mean that which is defined as a public utility pursuant to generally applicable law of the State of Wisconsin.

P. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

Q. The term “*fiscal year*” shall mean one year of the Government beginning on October 1 and ending on September 30.

R. The term “*local service facilities*” shall mean those facilities that the Non-Federal Sponsor must construct or operate and maintain to realize the benefits of the *existing general navigation features*.

S. The term “*functional portion of the Project*” shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by the District Engineer in writing, although the remainder of the *Project* is not complete.

T. The term “*in-kind contributions*” shall mean approximately 548,000 tons of core stone, and 131,000 tons of armor stone, that will be performed or provided after the effective date of this Agreement, and that were determined to be integral to the *Project* on May 15, 2012.

U. The term “*Non-Federal Sponsor’s credit request(s)*” shall mean documentation provided by the Non-Federal Sponsor containing the following: (1) a written certification by the Non-Federal Sponsor to the Government that were made specified payments to contractors, suppliers, or employees for *in-kind contributions* and the Non-Federal Sponsor’s contributions under Article V, Article X.B. and Article XIV.A.1. of this Agreement in accordance with the provisions of this Agreement; (2) copies of all relevant invoices and evidence of such payments; (3) written identification of costs that have been paid with *Federal program funds*; and (4) a written request for credit of a specific amount not in excess of such specified payments.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, shall expeditiously construct the *general navigation features* (including alteration, lowering, raising, or replacement and attendant demolition of any *bridge over navigable waters of the United States*), except for the *in-kind contributions*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall provide or perform the *in-kind contributions* in accordance with applicable Federal, State, and local laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first construction contract for the *general navigation features* or commence construction of the *general navigation features* using the Government’s own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

2. The Non-Federal Sponsor shall obtain all permits and licenses necessary for the design and construction of the *in-kind contributions*, and in the exercise of its rights and obligations under this Agreement, shall comply with all applicable Federal, State, and local laws, regulations, and policies including the laws and regulations specified in Article X of this Agreement.

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts for construction, and the relevant plans and specifications prior to the Government’s issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. In the event the Government performs all or some of the construction for the *Project* using its own forces, the Government shall afford the Non-Federal the opportunity to review and comment on the relevant plans and specifications prior to the commencement of such

work using the Government's own forces. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, plans and specifications, award of contracts or commencement of construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *general navigation features*, except for the *in-kind contributions*, shall be exclusively within the control of the Government.

4. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract for the *general navigation features*, the District Engineer shall furnish the Non-Federal Sponsor with a copy thereof.

5. The Non-Federal Sponsor shall not commence any activities required to provide or perform the *in-kind contributions* until the designs, detailed plans and specifications, and arrangements for the prosecution of such *in-kind contributions* have been approved by the Government. Changes proposed by the Non-Federal Sponsor to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts and plans and specifications for the *in-kind contributions* including those the Non-Federal Sponsor intends to construct with its own forces, prior to the Non-Federal Sponsor's issuance of such solicitations or commencement of work using the Non-Federal Sponsor's own forces. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but the contents of solicitations, award of contracts, execution of contract modifications, resolution of contract claims, and performance of all work on the *in-kind contributions* shall be exclusively within the control of the Non-Federal Sponsor, except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, and local laws, regulations, and policies. The Non-Federal Sponsor shall include appropriate provisions in its contracts for the design and construction of the *in-kind contributions*, as necessary, to ensure compliance with such laws, regulations, and policies.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *in-kind contributions*, the Non-Federal Sponsor shall furnish a copy thereof to the Government. Upon completion of the *in-kind contributions*, the Non-Federal Sponsor shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

B. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide for construction or operation and maintenance of the *general navigation features*, including the borrowing of material or the disposal of dredged or excavated material associated therewith, and shall perform or ensure performance of all *relocations* that the Government determines to be necessary for construction or operation and maintenance of the *general navigation features*.

C. The Non-Federal Sponsor shall contribute 25 percent of *total costs of construction of the general navigation features* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall provide a contribution of funds as determined below:

a. If the Government projects at any time that the collective value of the Non-Federal Sponsor's contributions listed in the next sentence will be less than the Non-Federal Sponsor's required share of 25 percent of *total costs of construction of the general navigation features*, the Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsor's required share prior to the Government affording credit for the *in-kind contributions* pursuant to paragraph C.4. of this Article. To determine such amount, the Government shall subtract from the Non-Federal Sponsor's required share of 25 percent of *total costs of construction of the general navigation features* the collective value of the following: (a) the value of the Non-Federal Sponsor's contributions under paragraph B. of this Article as determined in accordance with Article IV of this Agreement; and (b) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

b. The Non-Federal Sponsor shall provide a contribution of funds in the amount determined by this paragraph in accordance with Article VI.B. of this Agreement. To determine such required contribution of funds, the Government shall reduce the amount determined in accordance with paragraph C.1.a. of this Article by the amount of credit the Government projects will be afforded for the *in-kind contributions* pursuant to paragraph C.4. of this Article.

2. The Government, subject to the availability of funds and as limited by paragraph C.5. of this Article, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 25 percent of *total costs of construction of the general navigation features* if the Government determines at any time that the collective value of the following has exceeded 25 percent of *total costs of construction of the general navigation features*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B. of this Article as determined in accordance with Article IV of this Agreement; (b) the Non-Federal Sponsor's contribution of funds required by paragraph C.1.b. of this Article; (c) the amount of credit afforded for the *in-kind contributions* pursuant to paragraph C.4. of this Article; and (d) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

3. The Government, in accordance with the conditions and limitations of this paragraph, shall determine the amount of the costs for *in-kind contributions* that may be eligible for credit.

a. The Non-Federal Sponsor in a timely manner shall provide the Government with *Non-Federal Sponsor's credit request(s)* and any other documents required by the Government to enable the Government to determine the costs of *in-kind contributions* that may be eligible for credit.

b. The Non-Federal Sponsor's costs for *in-kind contributions* that may be eligible for credit pursuant to this Agreement shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

c. The Non-Federal Sponsor's costs for *in-kind contributions* that may be eligible for credit pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *in-kind contributions* were or are completed and the time the credit is afforded.

d. None of the costs for *in-kind contributions* paid by the Non-Federal Sponsor using *Federal program funds* are eligible for credit pursuant to this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is authorized.

e. Costs for *in-kind contributions* that are in excess of the Government's estimate of the costs for the Government to have performed or provided such work or materials are not eligible for credit pursuant to this Agreement.

f. Costs for *betterments* or the provision of lands, easements, rights-of-way, and *relocations* are not eligible for credit as *in-kind contributions*.

g. In the performance of the construction portion of the *in-kind contributions*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). The Government may determine that costs for the construction portion of the *in-kind contributions*, in whole or in part, are not be eligible for credit pursuant to this Agreement, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

h. Costs for *in-kind contributions* are not eligible for credit pursuant to this Agreement unless the Government determines through a review or on-site inspection, as applicable, performed by the Government that the work was accomplished in a satisfactory manner and in accordance with the applicable permits and the plans and specifications approved by the Government and the provisions of this Agreement.

i. No costs for *in-kind contributions* performed prior to compliance with all applicable environmental laws and regulations covering such work, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341) are eligible for credit pursuant to this Agreement.

4. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph C.1.a. of this Article for the costs of the *in-kind contributions* determined in accordance with paragraph C.3. of this Article. However, the maximum amount of credit afforded shall not exceed the lesser of the following amounts as determined by the Government: (a) the amount of funds determined in accordance with paragraph C.1.a. of this Article; or (b) the costs of the *in-kind contributions* determined in accordance with paragraph C.3. of this Article.

5. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs for *in-kind contributions* that exceed the amount of credit afforded in accordance with C.4. of this Article.

D. In accordance with Article VI.D. of this Agreement, the Non-Federal Sponsor shall pay an additional amount equal to 10 percent of *total costs of construction of the general navigation features* less the amount of credit afforded by the Government for the value of the lands, easements, rights-of-way, and *relocations* provided or performed pursuant to Article III of this Agreement, plus interest thereon except as provided by Article VI.D.7. of this Agreement. The Non-Federal Sponsor shall not be entitled to reimbursement for any value of such lands, easements, rights-of-way, and *relocations* that exceeds 10 percent of *total costs of construction of the general navigation features*.

E. The District Engineer shall promptly notify the Non-Federal Sponsor in writing of the conclusion of the *period of construction*. Upon providing such notification, the Government shall conduct an accounting, in accordance with Article VI of this Agreement, and furnish the results to the Non-Federal Sponsor.

F. The Government, subject to the availability to funds and as it deems necessary, shall operate and maintain the *general navigation features* in accordance with Article VIII of this Agreement. The Government shall be responsible for all financial obligations for operation and maintenance of the *general navigation features*.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of funds for such purpose is authorized.

H. The Government shall accomplish all *removals* that neither the Non-Federal Sponsor nor the State of Wisconsin has the legal capability to accomplish where both the Non-Federal Sponsor and the State of Wisconsin make a written request for the Government to accomplish such *removals*, and shall accomplish all *removals* that the Government is expressly required to accomplish in the authorizing legislation for the *Project* or any report referenced therein.

1. In the event a court determines that the owner of an obstruction is entitled to payment of just compensation as the result of elimination of the obstruction, such *removal* shall be reclassified as part of the Non-Federal Sponsor's responsibility to provide lands, easements, and rights-of-way, or to perform or ensure performance of *relocations*, as appropriate, pursuant to Article II.B. of this Agreement.

2. All costs incurred by the Government in accomplishing removals shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement.

I. The Non-Federal Sponsor shall accomplish all *removals*, other than those *removals* specifically assigned to the Government by paragraph H. of this Article, in accordance with the provisions of this paragraph.

1. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *removals*, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with accomplishing such *removals*. Unless the Government agrees to a later date in writing, prior to the issuance of the

solicitation for each Government contract for construction or operation and maintenance of the *general navigation features*, or prior to the Government incurring any financial obligation for construction or operation and maintenance of the *general navigation features* using the Government's own forces, the Non-Federal Sponsor shall accomplish all *removals* set forth in such descriptions that the Government determines to be necessary for that work.

2. In the event a court determines that the owner of an obstruction is entitled to payment of just compensation as the result of elimination of the obstruction, such *removal* shall be reclassified as part of the Non-Federal Sponsor's responsibility to provide lands, easements, and rights-of-way, or to perform or ensure performance of *relocations*, as appropriate, pursuant to Article II.B. of this Agreement.

3. The documented incidental costs incurred by the Non-Federal Sponsor in accomplishing *removals* shall be included in *total costs of construction of the general navigation features*, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs, and shared in accordance with the provisions of this Agreement. Incidental costs may include legal and administrative costs (such as owner or operator notification costs, public notice or hearing costs, attorney's fees, and litigation costs) incurred by the Non-Federal Sponsor in accomplishing *removals*, but shall not include any costs that the Non-Federal Sponsor or the State of Wisconsin has the legal capability to require of, assign to, or recover from the owner or operator of the obstruction.

J. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described below. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.E. of this Agreement.

1. Acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *general navigation features* only. Notwithstanding the acquisition of lands, easements, or rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

2. Inclusion of *betterments* in the engineering and design or construction of the *general navigation features*. In the event the Government elects to include any *betterments*, the Government shall allocate the costs of constructing the *general navigation features* that include *betterments* between *total costs of construction of the general navigation features* and the costs of the additional work.

3. Provision of capacity at a *dredged or excavated material disposal facility* for dredged or excavated material from outside the *existing general navigation features*. In the event the Government elects to provide such capacity, the Government shall allocate the costs of engineering and design and construction of the *dredged or excavated material disposal facility* between *total costs of construction of the general navigation features* and the costs of

the additional work. The Government also shall allocate any operation and maintenance costs of the *dredged or excavated material disposal facility* between the costs of operation and maintenance for the *general navigation features* and the costs of the additional work.

K. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, \$0 of Federal Civil Works funds have been made available for the *Project*. In addition, as of the effective date of this Agreement, \$118 million of Federal funds have been transferred from the Environmental Protection Agency to the Army Corps of Engineers for the GLRI, of which \$12,000,000 is currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the GLRI, or the *Project*. The Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of the costs of work on the *Project* that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this agreement.

ARTICLE III - LANDS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way necessary for construction or operation and maintenance of the *general navigation features*, including those lands, easements, and rights-of-way necessary for the borrowing of material, the disposal of dredged or excavated material, and *relocations*, and including those lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction or operation and maintenance of the *general navigation features*, or prior to the Government incurring any financial obligation for construction or operation and maintenance of a *general navigation feature* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way necessary for construction or operation and maintenance of the applicable *general navigation features*, as set forth in such descriptions and

shall provide the Government with authorization for entry thereto. For so long as the *Project* remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the *general navigation features* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction or operation and maintenance of the *general navigation features*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction or operation and maintenance of the *general navigation features*, or prior to the Government incurring any financial obligation for construction or operation and maintenance of a *general navigation feature* using the Government's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way necessary for construction or operation and maintenance of the *general navigation features*, including those necessary for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS AND RELOCATIONS

A. To determine the additional amount, the Government shall afford credit toward an amount equal to 10 percent of *total costs of construction of the general navigation features* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III of this Agreement, and for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III of this Agreement. However, no credit shall be afforded for the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. In addition, no credit shall be afforded for the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is authorized.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraph A. or B. of Article III of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contribution for the purpose of determining the amount of credit to be afforded toward an amount equal to 10 percent of *total costs of construction of the general navigation features*.

C. For the sole purpose of determining the amount of credit to be afforded for the value of lands, easements, and rights-of-way, including those necessary for the *relocations*, borrowing of material, and the disposal of dredged or excavated material, other than those the Government acquires on behalf of the Non-Federal Sponsor pursuant to Article II.J.1. of this Agreement, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation.

a. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement that the Government determines are required for the *in-kind contributions*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsor awards the first construction contract for the *in-kind contributions*, or, if the Non-Federal Sponsor performs the construction with its own forces, the date that the Non-Federal Sponsor began construction of the *in-kind contributions*.

b. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3., C.4., or C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph C.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph C.2.b. of this Article.

a. The Non-Federal Sponsor shall obtain, for that real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60-day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60-day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are necessary for construction or operation and maintenance of the *general navigation features*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in

accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs (including appraisals required for crediting purposes pursuant to Article IV.C.2. of this Agreement), survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal for the purpose of determining the value of a real property interest for crediting purposes if it determines that an appraisal is unnecessary because the valuation problem is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. For the sole purpose of determining the amount of credit to be afforded for the value of lands, easements, and rights-of-way, including those necessary for *relocations*, the borrowing of material, and the disposal of dredged or excavated material that the Government acquires on behalf of the Non-Federal Sponsor pursuant to Article II.J.1. of this Agreement shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. The fair market value of such real property interests shall be the amount paid by the Government.

2. The value of the interest shall include the documented incidental costs of acquiring the interest. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any relocation assistance benefits in accordance with Public Law 91-646, as amended.

E. After consultation with the Non-Federal Sponsor, the Government, for the sole purpose of determining the amount of credit to be afforded, shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway* or a *utility*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Wisconsin would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. For a *relocation* of a *utility*, the value shall be only that portion of *relocation* costs borne by the Non-Federal Sponsor that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

4. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

F. Any credit afforded for the value of *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, applicable Federal labor standards in 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 USC 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 USC 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 USC 276c)). Crediting may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of construction*, the Project Coordination Team shall generally oversee the *Project*, including but not necessarily limited to matters related to: engineering and design; plans and specifications; scheduling; real property, *relocation*, and *removal* requirements; real property acquisition; contract awards or modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 USC 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 USC 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 USC 276c)) for *relocations* and the construction portion of the *in-kind contributions*; the performance of, scheduling for, and determining eligibility of costs of *in-kind contributions*; the Government's cost projections; final inspection of the entire *Project* or *functional portions of the Project*; anticipated requirements for operation and maintenance of the *general navigation features*; and other matters related to the *Project*. The Project Coordination Team shall also generally oversee the coordination of schedules for the *Project*. Oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the *general navigation features* has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records of, and provide to the Non-Federal Sponsor current projections of, costs, financial obligations, contributions provided by the parties, credit afforded for the value of lands, easements, rights-of-way, and *relocations*, and the amount of credit to be afforded for *in-kind contributions* pursuant to Article II.C.4. of this Agreement.

1. As of the effective date of this Agreement, *total costs of construction of the general navigation features* are projected to be \$27,845,000; the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement is projected to be _____; the amount of funds determined in accordance with Article II.C.1.a. of this Agreement is projected to be \$_____; the amount of credit to be afforded for *in-kind contributions* pursuant to Article II.C.4 of this Agreement is projected to be \$6,961,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.1.b. of this Agreement is projected to be \$9,745,000; the *non-Federal proportionate share* is projected to be 25 percent; the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.J. of this Agreement are projected to be \$ 0; 10 percent of *total costs of construction of the general navigation features* is projected to be \$2,784,000; the credit to be afforded for the value of lands, easements, rights-of-way, and *relocations* is projected to be \$0; and the additional amount required by Article II.D. of this Agreement is projected to be \$2,784,000. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By December ?, 2012, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total costs of construction of the general navigation features*; the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement; the amount of funds determined in accordance with Article II.C.1.a. of this Agreement; ; the amount of credit to be afforded for *in-kind contributions* pursuant to Article II.C.4. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.1.b. of this Agreement; the *non-Federal proportionate share*; the Government's total

financial obligations for additional work and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.J. of this Agreement; 10 percent of *total costs of construction of the general navigation features*; the credit to be afforded for the value of lands, easements, rights-of-way, and *relocations*; the additional amount required by Article II.D. of this Agreement; and the annual installments calculated in accordance with paragraph D. of this Article; .

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.C.1.b. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 15 calendar days after the effective date of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet its projected share under Article II.C.1.b. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, Detroit " to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, after consideration of the credit the Government projects will be afforded for the *in-kind contributions* pursuant to Article II.C.4. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for construction* incurred prior to the commencement of the *period of construction*; and (b) the *non-Federal proportionate share of financial obligations for construction as financial obligations for construction* are incurred; . If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon conclusion of the *period of construction* and resolution of all relevant claims and appeals and all eminent domain proceedings, the Government shall conduct a final accounting for the *period of construction* and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If due to outstanding relevant claims and appeals or eminent domain proceedings a final accounting cannot be conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and all eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The final or interim accounting, as applicable, shall determine *total costs of construction of the general navigation features* and also shall determine each party's required share thereof and each party's total contributions thereto as of the date of such accounting.

1. In the event the final or interim accounting, as applicable, shows that the Non-Federal Sponsor's total required share for *total costs of construction of the general navigation features* exceeds the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice, shall make a payment to the Government of an amount equal to the excess by delivering a check payable to "FAO, USAED, Detroit " to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. In the event the final or interim accounting, as applicable, shows that the total contributions provided by the Non-Federal Sponsor for *total costs of construction of the general navigation features* exceed the Non-Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by Article II.C.5. of this Agreement, shall refund the excess to the Non-Federal Sponsor no later than 90 calendar days after providing written notice. In the event funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund. To the extent that such appropriations are not received, the Government shall apply the excess toward the Non-Federal Sponsor's upcoming installment payment, if any, in accordance with paragraph D. of this Article.

D. The Non-Federal Sponsor shall pay any additional amount plus any interest thereon required by Article II.D. of this Agreement in accordance with the provisions of this paragraph.

1. Each time the Government conducts a final or interim accounting for the *period of construction*, the Government shall determine:

a. an amount equal to 10 percent of *total costs of construction of the general navigation features* as of the date of such accounting;

b. the value, in accordance with Article IV of this Agreement, of the lands, easements, rights-of-way, and *relocations* provided or performed pursuant to Article III of this Agreement as of the date of such accounting; and

c. the additional amount to be paid by the Non-Federal Sponsor as of the date of such accounting. The additional amount is equal to the amount determined in accordance with paragraph D.1.a. of this Article less the amount of credit afforded by the Government for the value of the lands, easements, rights-of-way, and *relocations*, determined in accordance with paragraph D.1.b. of this Article. In the event the result of the aforesaid calculation is a negative number, the additional amount shall be zero.

2. The first time the Government determines that the additional amount is greater than zero; the Government shall calculate annual installments for payment of the additional amount that shall be substantially equal. To calculate the annual installments, the Government shall amortize the additional amount over a period of 30 years (hereinafter the "payment period"), beginning on the date the Government notifies the Non-Federal Sponsor of the additional amount, using an interest rate determined by the Secretary of the Treasury, taking into consideration the average market yields on outstanding marketable obligations of the United States with remaining periods of maturity comparable to the payment period during the month preceding the *fiscal year* in which the *period of construction* commences, plus a

premium of one-eighth of one percentage point for transaction costs. The Government shall notify the Non-Federal Sponsor in writing of the additional amount and the annual installments.

3. For all subsequent occurrences where the Government determines the additional amount is greater than zero, and the payment period has not elapsed, the Government shall recalculate the annual installments by amortizing the outstanding portion of the additional amount over the remaining portion of the payment period using an interest rate determined by the Secretary of the Treasury, taking into consideration such average market yields on outstanding marketable obligations of the United States with remaining periods of maturity comparable to the remaining portion of the payment period during the month preceding the *fiscal year* in which the recalculation is made, plus a premium of one-eighth of one percentage point for transaction costs. The Government shall notify the Non-Federal Sponsor in writing of the recalculated additional amount and the recalculated annual installments and the Non-Federal Sponsor shall pay the recalculated annual installments in lieu of the previous annual installments.

4. For all subsequent occurrences where the Government determines the additional amount is greater than zero, and the payment period has elapsed, the Government shall notify the Non-Federal Sponsor in writing of the recalculated additional amount. The Non-Federal Sponsor, not later than 90 days from receipt of such notice, shall pay to the Government the outstanding portion of the additional amount by delivering a check payable to "FAO, USAED, Detroit" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

5. In addition to any recalculation of the annual installments in accordance with paragraph D.3. of this Article, the Government shall recalculate the annual installments at five year intervals by amortizing the outstanding portion of the additional amount over the remaining portion of the payment period using an interest rate determined by the Secretary of the Treasury, taking into consideration such average market yields on outstanding marketable obligations of the United States with remaining periods of maturity comparable to the payment period during the month preceding the *fiscal year* in which the *period of construction* commences, plus a premium of one-eighth of one percentage point for transaction costs. The Government shall notify the Non-Federal Sponsor in writing of the recalculated annual installments and the Non-Federal Sponsor shall pay the recalculated annual installments in lieu of the previous annual installments.

6. Subject to paragraphs C.2. and E.3.b. of this Article, the Non-Federal Sponsor shall pay the installments calculated or recalculated pursuant to paragraphs D.2., D.3., or D.5. of this Article each year on the anniversary of the date the Government notifies the Non-Federal Sponsor of the additional amount, over a period not to exceed the payment period, by delivering a check payable to "FAO, USAED, Detroit " to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

7. Notwithstanding paragraph D.6. of this Article, the Non-Federal Sponsor, in its sole discretion, may prepay the additional amount, in whole or in part, at any time. Notwithstanding paragraphs D.2., D.3., or D.5., of this Article, there shall be no charges for interest on any portion of the additional amount that is prepaid within 90 days after the Government notifies the Non-Federal Sponsor of the additional amount, nor shall there be interest charges on any portion of an increase to the additional amount that is caused by

recalculation of the additional amount and that is prepaid within 90 days after the Government notifies the Non-Federal Sponsor of such recalculated additional amount.

8. If the Government determines that the Non-Federal Sponsor has made payments towards the additional amount that exceed the additional amount, the Government, subject to the availability of funds, shall refund the amount of the excess, without interest. In the event funds are not available to make such refund, the Government shall seek such appropriations as are necessary to make such refund.

E. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.J. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the final or interim accounting, as applicable, , the Government shall conduct an accounting of the Government's financial obligations for additional work incurred during the applicable period and furnish the Non-Federal Sponsor with written notice of the results of such accounting. Such accounting shall determine the Government's total financial obligations for additional work incurred during the applicable period and the Non-Federal Sponsor's contribution of funds provided thereto.

a. In the event such accounting shows that the total obligations for additional work incurred during the applicable period exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice, shall make a payment to the Government of an amount equal to the excess by delivering a check payable to "FAO, USAED, Detroit " to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. In the event such accounting shows that the total contribution of funds provided by the Non-Federal Sponsor for additional work during the applicable period exceeds the total obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess to the Non-Federal Sponsor no later than 90 calendar days after

providing written notice. In the event funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund. To the extent that such appropriations are not received, the Government shall apply the excess toward the Non-Federal Sponsor's upcoming installment payment, if any, in accordance with paragraph D. of this Article.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION AND MAINTENANCE

A. The Government, subject to the availability of funds and as it determines necessary, shall operate and maintain the *general navigation features*.

B. The Non-Federal Sponsor hereby authorizes the Government to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of operating and maintaining the *general navigation features*. However, nothing contained herein shall convey to the Government any interest in real property owned or controlled by the Non-Federal Sponsor.

C. The Non-Federal Sponsor hereby authorizes the Government to perform all activities on the lands, easements, and rights-of-way provided by the Non-Federal Sponsor that, in the Government's sole discretion, are necessary for the operation and maintenance of the *general navigation features*. Such activities include, but are not necessarily limited to management of disposal of dredged or excavated material associated with operation and maintenance of the *existing general navigation features*. In addition, as between the Government and the Non-Federal Sponsor, for so long as a *dredged or excavated material disposal facility* is required for operation and maintenance of the *existing general navigation features* as determined by the Government, the Government shall have the full authority and exclusive right to operate and maintain or manage such facility including the exclusive right to place, remove, use, or reuse the materials therein for any purpose without charge to the Government.

ARTICLE IX - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of the *Project* and any *betterments*, and the provision of capacity pursuant to Article II.J.3. of this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *general navigation features* shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 USC 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 USC 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 USC 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless she determines that continuation of work on the *general navigation features* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project*.

B. If the Government determines that Federal funds for the *Project* are not sufficient to meet the Federal share of the costs of work on the *Project* in the then-current or upcoming *fiscal year*, the Government shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient Federal funds for the *Project* or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement, whichever is earlier.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and proceed to a final or interim accounting, as applicable, in accordance with Article VI.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.C.1.b. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"; 42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be necessary for construction or operation and maintenance of the *general navigation features*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances that are determined by the Government to be attributable to the *general navigation features* shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances that are determined by the Government to be attributable to the *general navigation features* shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be necessary for construction or operation and maintenance of the *general navigation features*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction or operation and maintenance of the *general navigation features*, or, if already in construction or operation and maintenance of the *general navigation features*, whether to continue with construction or operation and maintenance of the *general navigation features*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be necessary for construction or operation and maintenance of the *general navigation features*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction or operation and maintenance of the *general navigation features* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, to include

the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total costs of construction of the general navigation features*. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *general navigation features*.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. To the maximum extent practicable, the Government and the Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

County of Brown
Port and Solid Waste Department
ATTN: Port Manager
2561 South Broadway
Green Bay, Wisconsin 54304

If to the Government:

U.S. Army Corps of Engineers, Detroit District
Project Management Office
ATTN: Cat Island DMDF Project Manager
477 Michigan Avenue
Detroit, Michigan 48226-2550

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. Except as provided in paragraph B. below, the Government, as it determines necessary for the *Project*, shall perform any identification, survey, or evaluation of historic properties.

1. Any costs of identification, survey, and evaluation of historic properties determined by the Government to be attributable to construction of the *general navigation features* shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement.

2. Any costs of identification, survey, and evaluation of historic properties determined by the Government to be attributable to operation and maintenance of the *general navigation features* shall be considered financial obligations for operation and maintenance of the *general navigation features* and shared in accordance with Article II.F. of this Agreement.

B. In the event that the Government determines that any identification, survey, or evaluation of historic properties is required for construction of the *in-kind contributions*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such identification, survey, or evaluation of historic properties, the Non-Federal Sponsor shall perform such identification, survey, or evaluation in accordance with this paragraph and other written directions of the Government.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and the Non-Federal Sponsor shall be responsible for resolving any deficiencies identified by the Government.

2. Any costs of identification, survey, or evaluation of historic properties incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *in-kind contributions* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

C. Except as provided in paragraph C.2. below, the Government, as it determines necessary for the *Project*, shall perform any archeological data recovery activities associated with historic preservation.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total costs of construction of the general navigation features*, and shared in accordance with the provisions of this Agreement.

2. In the event that the Government determines that mitigation activities or actions other than data recovery activities associated with historic preservation are required for construction of the *in-kind contributions*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such activities or actions, the Non-Federal Sponsor shall perform such activities or actions in accordance with the written directions of the Government. The Non-Federal Sponsor shall perform the agreed upon activities or actions prior to construction of such *in-kind contributions*. Any costs incurred by the Non-Federal Sponsor in accordance with the provisions of this paragraph shall be included in the costs for *in-kind contributions* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

3. As specified in Section 7(a) of Public Law 86-523, as renumbered and amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of archeological data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total costs of construction of the general navigation features*, up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the *general navigation features*.

D. The Government shall not incur costs for archeological data recovery activities that exceed the statutory one percent limit specified in paragraph C.3. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit (and the Secretary of the Interior has concurred in the waiver) in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)).

1. Any costs of archeological data recovery activities that exceed the one percent limit and are determined by the Government to be attributable to construction of the *general navigation features* shall be included in *total costs of construction of the general navigation features* and shared in accordance with the provisions of this Agreement.

2. Any costs of archeological data recovery activities that exceed the one percent limit and are determined by the Government to be attributable to operation and maintenance of the *general navigation features* shall be considered financial obligations for operation and maintenance of the *general navigation features* and shared in accordance with Article II.F. of this Agreement.

E. If, during its performance of *relocations* or performance of the *in-kind contributions*, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated in accordance with this Article; the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation* or performance of such *in-kind contributions* related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

F. The Non-Federal Sponsor shall include provisions in all of its construction contracts for *in-kind contributions* for the protection of cultural resources discovered during construction. These provisions shall include, at a minimum, the requirement to cease all work in the immediate area of a discovered cultural resource until the situation is properly evaluated, and the requirement to immediately provide verbal and written notice to the Non-Federal Sponsor and the Government in the event of such discovery. Upon receipt of notice that cultural resources have been discovered, the Government, pursuant to its responsibilities under the

National Historic Preservation Act, must authorize further action or study before construction may continue. If the Government concludes that such discovery warrants consultation under the National Historic Preservation Act, the Non-Federal Sponsor shall participate as a consulting party. In such a case, construction of the *in-kind contributions* related to such discovery shall not continue until the Government sends written notification to the Non-Federal Sponsor. Where the Non-Federal Sponsor elects to perform the construction of the *in-kind contributions* using its own forces, the same procedures shall be followed.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

ARTICLE XIX - NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer, agent, consultant, or employee of the Non-Federal Sponsor, nor any officer, agent, consultant, or employee of the Government, may be charged personally, or held liable, under the terms or provisions of this Agreement because of any breach, attempted breach, or alleged breach thereof, except as provided in Section 912(b) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (42 U.S.C. 1962d-5b note), or other applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army for Civil Works.

DEPARTMENT OF THE ARMY

COUNTY OF BROWN, WISCONSIN

BY: _____

BY: _____

Jo-Ellen Darcy
Assistant Secretary of the
Army (Civil Works)

Troy Streckenbach
County Executive
Brown County, Wisconsin

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Kristen M. Hooker, do hereby certify that I am the principal legal officer of the County of Brown, Wisconsin, that the County of Brown, Wisconsin is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the County of Brown in connection with the Dredged or Excavated Material Disposal Facilities at Cat Island for Disposal of Material from the Existing General Navigation Features at Green Bay Harbor, Wisconsin, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the County of Brown, Wisconsin have acted within their statutory authority.

No. 10d -- RESOLUTION RE: THE RECLASSIFICATION OF THE DIRECTOR OF PORT AND SOLID WASTE POSITION

A motion was made by Supervisor Erickson and seconded by Supervisor Dantine **“to adopt”**.

Following discussion, a motion was made by Supervisor Erickson and seconded by Supervisor Zima **“to refer back to committee”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 10e -- RESOLUTION RE: CHANGE IN TABLE OF ORGANIZATION PUBLIC WORKS DEPARTMENT – OPERATIONS DIVISION OPERATIONS MANAGER

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

Ladies and Gentlemen:

WHEREAS, the Public Works Department (“Department”) was a newly formed department of Brown County in 2012; and

WHEREAS, the Public Works Director (“Director”) was hired to combine the departments of Highway and Facilities to create synergies, establish accountability, and improve operational efficiencies; and

WHEREAS, on May 3, 2012, the Director presented a report of his initial assessment of the Department, indicating, in pertinent part, that there are certain operational changes that are being implemented or being planned to make the operations of the Department more efficient; and

WHEREAS, the Director further indicated that a functional void exists within the current structure that would hinder the above-referenced efforts; more specifically, the Director has identified a management void in the planning and subsequent performance evaluation of the Department activities; and

WHEREAS, Human Resources in conjunction with the Director and The Table of Organization Study Group evaluated the needs of the operation and the services required to best fulfill the obligations of the Department; and

WHEREAS, following said evaluation, it was determined that the position of Operations Manager be created and added to the table of organization so as to improve the planning, performance, quality and efficiencies of the work within the Department; and

WHEREAS, during the fiscal year of 2012 the Department has accumulated in excess of \$180,000 in savings due to vacancies and retirements, a portion of which will be designated to fund this position; and

WHEREAS, the Director will continue to evaluate and realign positions with the Department requirements and will provide further recommendations to support this position in

subsequent years without an additional allocation or this position will be terminated in 2013 if equivalent funding isn't provided through the Public Works Table of Organization; and

WHEREAS, pursuant to Brown County Code, § 4.19 and its related Administrative Procedures, the Human Resources Department in conjunction with the Director, as well as The Table of Organization Study Group, are recommending the addition of 1.0 FTE Operations Manager position to the Public Works Department Table of Organization; and

WHEREAS, it is further recommended that the position be maintained in Grade 25 of the Classification and Compensation Plan; and

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the addition of 1.0 FTE Operations Manager position to the Public Works Department Table of Organization; and

BE IT FURTHER RESOLVED, that the position be maintained in Grade 25 of the Classification and Compensation Plan.

2012 Partial Budget Impact (08/01/12 – 12/31/12):

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Operations Manager	1.0	Addition	\$31,423	\$10,555	\$41,978
2012 Partial Budget Impact			\$31,423	\$10,555	\$41,978

2012 Annual Budget Impact:

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Operations Manager	1.0	Addition	\$75,415	\$25,331	\$100,746
2012 Annual Budget Impact			\$75,415	\$25,331	\$100,746

Respectfully submitted,
 PLANNING, DEVELOPMENT &
 TRANSPORTATION COMMITTEE
 EXECUTIVE COMMITTEE

Final Draft by Human Resources and Approved by Corporation Counsel.

Fiscal Impact: This resolution does not require an appropriation from the General Fund for the 2012 budget due to a position vacancy savings. By adding this function, efficiencies will be created that will cover the cost of this position in 2013.

A motion was made by Supervisor Landwehr and seconded by Supervisor Schuller **“to adopt”**.
 Vote taken. Roll Call #10e(1):

Ayes: Sieber, De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Landwehr, Dantine, La Violette, Williams, Kaster, Schuller, Robinson, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Nays: Buckley, Van Dyck
Excused: Hoyer
Total Ayes: 23 Total Nays: 2 Excused: 1

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/25/2012

ATTACHMENT TO RESOLUTION #10e

MEMO TO: Planning, Development and Transportation Committee
FROM: Lynn A. Vanden Langenberg
DATE: May 11, 2012
SUBJECT: Operations Manager – Public Works Position

The Public Works Department Director has recommended a new position in the management level of the organizational structure. The proposed position is Operations Manager. This position will develop project plans; supervisor productivity per the schedules, develop performance measurements, and evaluate assignments.

This position will supervise the Operations Supervisors (currently titled Assistant Superintendents) and the Facilities/Housekeeping Supervisor. The Highway and Housekeeping functions will be based on pre-planned scheduling and resource allocation to maximize the use of County resources and ensure timeliness in the work performed.

For 2012, the funding for this position will be from position vacancies. The Table of Organization Study Group and Public Works Director will be presenting additional organizational structure changes in the future, including in the 2013 budget process. No additional allocations will be requested for this position now or in the future.

Recommendation:

Per County Code 4.19 Creating New Positions, this position is being submitted as a new position for the Public Works Department.

After a thorough evaluation of the needs of the department, it is recommended that the Operations Manager position be added to the Public Works Department table of organization. The duties of the position have been developed to provide the planning and project management skills required to successfully fulfill the mission of the Public Works Department. The position of Operations Manager will be placed in the Administrative Class and Compensation Plan in Grade 25.

MEMO TO: Brown County Board of Supervisors
FROM: Table of Organization Study Group
DATE: May 11, 2012
Subject: Operations Manager—Public Works Letter of Support

On May 3, 2012, the Public Works Director presented a report of his initial assessment of the Public Works Department. Although the focus has been on the Highway operations, the observations may also apply to the Facilities operations.

The report indicated that there are certain success factors – People, Planning, and Performance. The Public Works Director spent time in listening sessions with employees,

subordinates, and management. There were also operational observations that were critiqued. Specific strengths were identified as well as weaknesses.

There are certain operational changes that are being implemented or being planned to make the operations more efficient. However, there is a functional void within the current structure. The Public Works Director is recommending the position of Operations Manager be added to the table of organization. The responsibilities of this position include:

- Supervising productivity via schedules,
- Develop project planning schedule,
- Performance measurements/standards, and
- Evaluating/rating assignments.

The Table of Organization Study Group **supports the addition of the Operations Manager position**, recognizing that the position will strengthen the accountability, efficiency, and fiscal control of resources. The Director was asked to identify budget savings to cover the costs of this position for the remainder of this fiscal year and additional savings for subsequent years (subsequent years will be addressed during the budget process).

Thank you.

Study Group Members: Kris Schuller, Mark Tumpach, Troy Streckenbach, Debbie Klarkowski, Lynn Vanden Langenberg

No. 10f -- RESOLUTION EXPRESSING THE BROWN COUNTY BOARD OF SUPERVISOR'S SUPPORT FOR LOCATING THE MEDICAL COLLEGE OF WISCONSIN IN THE GREEN BAY AREA

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

Ladies and Gentlemen:

WHEREAS, the Medical College of Wisconsin (hereinafter "MCW") is considering establishing satellite medical schools in various communities throughout the State, including the Green Bay area; and

WHEREAS, MCW is looking to pilot innovative "virtual" and decentralized medical campus that would be hubbed among several area educational institutions and would be linked into their main campus via telecommunication technology; and

WHEREAS, MCW is looking to develop partnerships with area educational institutions, municipalities, service-providers, and existing hospital systems in the selected communities; and

WHEREAS, MCW has recently completed a feasibility study, which indicates the initial viability of a 3-year curriculum hosted in large part by partnering organizations designed to eventually articulate up to 25 students per year; and

WHEREAS, MCW has entered into discussions with several Green Bay area institutions who have indicated their early support for the program.

NOW THEREFORE BE IT RESOLVED, that the Brown County Board of Supervisors expresses its enthusiastic support for locating a satellite campus of the Medical College of Wisconsin in the Green Bay area and will work diligently with area institutions and municipalities to make it a reality.

BE IT FURTHER RESOLVED that the County strongly believes that the presence of the Medical College of Wisconsin in the Green Bay area will help retain and grow the region’s talent base, help build on the area’s already high quality of life, position the area for medical –related economic development opportunities, such as research, and assist the region in improving health care delivery throughout northeastern Wisconsin.

RESPECTFULLY SUBMITTED,
EXECUTIVE COMMITTEE

Authored by Co. Bd. Supervisor Erik Hoyer
Final Draft approved by Corporation Counsel

Fiscal Note: This resolution does not have a fiscal impact; and therefore does not require an appropriation from the General Fund.

A motion was made by Supervisor La Violette and seconded by Supervisor De Wane “**to adopt**”.

A motion was made by Supervisor Evans and seconded by Supervisor Vander Leest “**that Brown County provides adequate land on the County Campus, located by the Jail and CTC, to the Medical College of Wisconsin**”.

Following discussion, a motion was made by Supervisor Zima and seconded by Supervisor Schuller “**to refer back to committee**”.

After more discussion, Supervisor Zima withdrew his motion “**to refer**” and Supervisor Evans withdrew his motion “**that Brown County provides adequate land on the County Campus, located by the Jail and CTC, to the Medical College of Wisconsin**”.

Voice vote taken on original motion “**to adopt**”. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/25/2012

No. 10g -- RESOLUTION TO APPROVE THE AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT AND THE ADDENDUM TO THE 1999 COOPERATION AGREEMENT

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

Ladies and Gentlemen:

WHEREAS, the Room Tax Commission, various elected representatives of the Cities of Green Bay and De Pere and the Villages of Allouez, Ashwaubenon, Bellevue, Howard and Suamico (the “Municipalities”), and the Green Bay Lodging Association have discussed the

feasibility of implementing a 2% room tax increase by the Municipalities to fund the tourism and convention activities of the Greater Green Bay Convention & Visitors Bureau, Inc. ("CVB"); and

WHEREAS, the Municipalities have or will all adopt amendments to their Room Tax Ordinance increasing the room tax in such municipality from 8% to 10%; and

WHEREAS, Brown County and the Municipalities except the Village of Bellevue and the Village of Suamico are parties to a Cooperation Agreement, dated as of May 18, 1999, which provided for the pledging and utilization of "Room Tax Revenues"; and

WHEREAS, subsequent to the execution of the Cooperation Agreement, the Village of Bellevue and the Village of Suamico became members of the Room Tax Commission; and

WHEREAS, an addendum is required to the 1999 Cooperation Agreement and the Pledge and Security Agreement must be amended and restated to provide that the room taxes collected with respect to the 2% increase will be directed to the CVB except upon the occurrence and continuation of a Room Tax Deficiency (as defined in the Cooperation Agreement);

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

1. Brown County approves the Addendum to the 1999 Cooperation Agreement and the Amended and Restate Pledge and Security Agreement.

Respectfully submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. This is an authorizing resolution to approve the Addendum to the 1999 Cooperation Agreement and the Amended and Restated Pledge and Security Agreement.

A motion was made by Supervisor Carpenter and seconded by Supervisor Buckley "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/25/2012

ATTACHMENTS TO RESOLUTION #10g

**AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT**

Dated as of July 1, 1999

Relating To:

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON (WISCONSIN)
TAXABLE REVENUE BONDS, SERIES 2012
(BROWN COUNTY RESCH CENTER PROJECT)**

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY (WISCONSIN)
LEASE REVENUE REFUNDING BONDS, SERIES 2006
(CONVENTION CENTER PROJECT)**

THIS AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of July 1, 1999 (this "**Agreement**"), is made and entered into by and among the **CITY OF GREEN BAY, WISCONSIN**, a Wisconsin municipal corporation and political subdivision ("**Green Bay**"), the **CITY OF DE PERE, WISCONSIN**, a Wisconsin municipal corporation and political subdivision ("**De Pere**"), the **VILLAGE OF ALLOUEZ, WISCONSIN**, a Wisconsin municipal corporation and political subdivision ("**Allouez**"), the **VILLAGE OF ASHWAUBENON, WISCONSIN**, a Wisconsin municipal corporation and political subdivision ("**Ashwaubenon**"), the **VILLAGE OF HOWARD, WISCONSIN**, a Wisconsin municipal corporation and political subdivision ("**Howard**"), the **VILLAGE OF BELLEVUE, WISCONSIN**, a municipal corporation and political subdivision ("**Bellevue**"), the **VILLAGE OF SUAMICO, WISCONSIN**, a municipal corporation and political subdivision ("**Suamico**") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "**Municipalities**"), **BROWN COUNTY, WISCONSIN**, a Wisconsin municipal corporation and political subdivision (the "**County**"), the **GREEN BAY AREA ROOM TAX COMMISSION**, a Wisconsin quasi-municipal corporation (the "**Room Tax Commission**"), and **ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION**, a national bank organized under the laws of United States of America, as trustee (the "**Trustee**");

WITNESSETH :

WHEREAS, Green Bay, De Pere, Allouez, Ashwaubenon, Howard, the County, the Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Green Bay RDA**"), and the Community Development of the Village of Ashwaubenon, Wisconsin (the "**Ashwaubenon CDA**"), together with the Green Bay RDA, the "Authorities") are parties to a Cooperation Agreement, dated as of July 1, 1999 (the "**Cooperation Agreement**"); and

WHEREAS, subsequent to the execution of the Cooperation Agreement, Bellevue and Suamico became members of the Room Tax Commission; and

WHEREAS, contemporaneously with the execution of this Agreement, the Municipalities and the County are executing an Addendum to 1999 Cooperation Agreement concerning revenues from an increase in the room tax rate; and

WHEREAS, under the terms of the Cooperation Agreement:

- (a) the Municipalities agree to pledge any and all Net Room Taxes (as defined in the Cooperation Agreement) to the Room Tax Commission

and consent to the use of the Net Room Taxes for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on outstanding bonds (the “**Bonds**”) issued by the Authorities pursuant to indentures of trust entered into by each of the Authorities with the Trustee (respectively, the “**Green Bay Indenture**” and the “**Ashwaubenon Indenture**”, collectively, the “**Indentures**”), subject to any restrictions related thereto in the Room Tax Act (as defined in the Cooperation Agreement); and

- (b) the Room Tax Commission agrees to pledge and perform all other acts necessary to effect the pledge of any and all Net Room Taxes to the County for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on outstanding Bonds; and
- (c) the Municipalities, the Room Tax Commission, and the County agree to enter into this Agreement with the Trustee for the purpose of effecting and providing for the terms and conditions of the pledge of the Net Room Taxes to the payment of debt service on outstanding Bonds; and

WHEREAS, the terms and conditions of this Agreement are in compliance with Section 66.75 of the Wisconsin Statutes, as amended (the “**Room Tax Act**”); and

WHEREAS, the execution and delivery of this Agreement have been in all respects duly and validly authorized by resolutions of the Municipalities, the Room Tax Commission, and the County; and

WHEREAS, all things necessary to constitute this Agreement a valid pledge and assignment of the Net Room Taxes have been done and performed; and

WHEREAS, the Municipalities, the Room Tax Commission, the Counties, and the Trustee are amending and restating this Agreement to clarify the treatment of additional Room Taxes;

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

ARTICLE I

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO ROOM TAX COMMISSION

Section 1.01 Pledge and Assignment.

The Municipalities do hereby pledge, sell, assign, transfer, and set over unto the Room Tax Commission, its successors, and assigns, and the Room Tax Commission hereby does accept, all right, title, and interest of the Municipalities in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In order to effect such pledge and assignment, each of the Municipalities hereby agrees to cause all room taxes levied thereby during the term of this Agreement to be deposited in accordance with Article III of this Agreement.

Section 1.02 Additional Room Taxes.

The Municipalities may, from time to time, levy room taxes in addition to the room taxes originally levied in fulfillment of the Cooperation Agreement and hereby set forth their understanding of the Cooperation Agreement in that regard.

The term “**Room Taxes**”, when used to determine the administrative fee payable to each Municipality, shall be construed to mean room taxes collected at the rate of 8%, and the term “**Additional Room Taxes**”, as used in this Agreement, shall mean room taxes collected in excess of the rate of 8%.

As a result, each Municipality acknowledges and agrees that the amount each Municipality retains as its administrative fee is determined without regard to any Additional Room Taxes.

ARTICLE II

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO THE COUNTY

The Room Tax Commission does hereby pledge, sell, assign, transfer, and set over unto the County, its successors, and assigns, and the County does hereby accept, all the right, title, and interest of the Room Tax Commission in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In accordance with the terms of the Cooperation Agreement, the Municipalities hereby consent to the pledge, assignment, and transfer of the Net Room Taxes from the Room Tax Commission to the County for the purposes set forth in the recitals of this Agreement.

In order to effect such pledge and assignment, the Room Tax Commission hereby agrees to cause all Room Taxes pledged and assigned to it pursuant to Article I of this Agreement to be deposited in accordance with Article III of this Agreement.

ARTICLE III

DEPOSIT OF ROOM TAXES WITH TRUSTEE

Section 3.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, the County, and the Trustee hereby agree and direct that, in order to effect the pledges of the Net Room Taxes hereunder, all Room Taxes levied by the Municipalities shall be deposited directly by the original obligors thereof with the Trustee, and the Additional Room Taxes shall be treated as described in Section 3.04 of this Agreement, and the remaining Room Taxes shall be applied for the payment of debt service on outstanding Bonds, the payment of certain administrative fees, and

such other purposes as are specified in the Indentures therefore, and the Trustee shall allocate such Room Taxes in the following amounts and in the following order of priority:

- (a) the Trustee shall allocate to the Room Tax Administrative Fund established and maintained pursuant to Section 3.02 of this Agreement (the “**Room Tax Administrative Fund**”), the following portion of such Room Taxes (with respect to each Municipality, its respective “**Administrative Fee**”):
 - (1) with respect to Room Taxes levied, enforced and collected by or with respect to Green Bay, Sixteen percent (16%) of such Room Taxes;
 - (2) with respect to Room Taxes levied, enforced and collected by or with respect to De Pere, Four percent (4%) of such Room Taxes;
 - (3) with respect to Room Taxes levied, enforced and collected by or with respect to Allouez, Four percent (4%) of such Room Taxes;
 - (4) with respect to Room Taxes levied, enforced and collected by or with respect to Howard, Four percent (4%) of such Room Taxes;
 - (5) with respect to Room Taxes levied, enforced and collected by or with respect to Ashwaubenon, Sixteen percent (16%) of such Room Taxes; and
 - (6) with respect to Room Taxes levied, enforced and collected by or with respect to an Additional Municipality (as defined in the Cooperation Agreement), Four percent (4%) of such Room Taxes;
- (b) the Trustee shall allocate the remaining Room Taxes on a pro rata basis, as follows:
 - (1) the Trustee shall allocate to the Bonds then outstanding, if any, issued pursuant to the Green Bay Indenture a portion of such Room Taxes equal to the product of (i) the aggregate of such Room Taxes and (ii) a fraction the numerator of which is the aggregate annual debt service with respect to the Bonds then outstanding, if any, issued pursuant to the Green Bay Indenture for the current Bond Year (as defined in the Indentures) and the denominator of which is the aggregate annual debt service with respect to all Bonds then outstanding for the current Bond Year; and
 - (2) the Trustee shall allocate to the Bonds then outstanding, if any, issued pursuant to the Ashwaubenon Indenture a portion of such remaining Room Taxes equal to the

product of (i) the aggregate of such Room Taxes and (ii) a fraction the numerator of which is the aggregate annual debt service with respect to the Bonds then outstanding, if any, issued pursuant to the Ashwaubenon Indenture for the current Bond Year and the denominator of which is the aggregate annual debt service with respect to all Bonds then outstanding for the current Bond Year.

The Trustee does hereby agree to accept such Room Taxes for deposit in accordance with the terms hereof and of the Indentures.

Section 3.02 Room Tax Administrative Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "**Room Tax Administrative Fund.**" The Trustee shall deposit into the Room Tax Administrative Fund, when and as received, the amounts specified in Section 3.01(a) of this Agreement. On the 15th day of each calendar month, the Trustee shall transfer to each Municipality its respective Administrative Fee then on deposit in the Room Tax Administrative Fund, together with any reports relating to the Room Taxes reasonably requested by the Municipality.

Section 3.03 Collection of Room Taxes.

Each of the Municipalities agrees to direct all Room Tax obligors within its jurisdiction to deposit all Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any Room Tax payments made directly to such Municipality while any of the Bonds are outstanding. All collection and enforcement actions relating to any such Room Taxes shall be the sole responsibility of the related Municipality; provided, however, that the Trustee, shall have the right (i) to demand that any such Room Taxes paid by the obligors thereof but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article III and (ii) to request that a collection or enforcement action be commenced by a Municipality with respect to unpaid Room Taxes.

Section 3.04 Additional Room Taxes.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "**Additional Room Tax Fund**". The Trustee shall deposit the Additional Room Taxes into the Additional Room Tax Fund. Unless the County shall have notified the Trustee in writing that a "Room Tax Deficiency" (as defined in the Cooperation Agreement) has occurred and is continuing, on the 15th day of each calendar month the Trustee shall transfer the balance in the Additional Room Tax Fund to the Greater Green Bay Convention Center & Visitors Bureau, Inc. (the "**CVB**") at such address as the CVB may from time to time designate in writing to the Trustee; otherwise, and until such time as the County shall notify the Trustee in writing that a "Room Tax Deficiency" is not continuing, the balance in the Additional Room Tax Fund shall be allocated as provided in Section 3.01(b) of this Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Municipalities and the Room Tax Commission hereby represent and warrant to the County that they have good right and authority to enter into this Agreement, that the Municipalities and the Room Tax Commission have not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Net Room Taxes, and that the Municipalities and the Room Tax Commission have not performed any acts or executed any other instruments which might prevent the County and the Trustee from receiving any Net Room Taxes under any of the terms and conditions of this Agreement or which would limit the County and the Trustee in such receipt.

The Municipalities and the Room Tax Commission hereby covenant and agree to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on their respective parts to be kept, observed, and performed.

The Municipalities and the Room Tax Commission hereby also covenant and agree that they will, upon the request of the County, the Trustee, or their respective assignees, execute and deliver to the County, the Trustee, or their respective assignees such further instruments and do and perform such other acts and things as the County, the Trustee, or their respective assignees may deem necessary or appropriate to make effective this Agreement and the various covenants of the Municipalities, and the Room Tax Commission herein contained and to more effectively vest in and secure to the County, the Trustee, or their respective assignees the Net Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the County, the Trustee, or their respective assignees to effectively vest in and secure the Net Room Taxes.

The Municipalities and the Room Tax Commission hereby covenant and agree that they will take any and all action reasonably necessary to enforce their respective room tax levies and collect all room taxes from the room tax obligors within their respective jurisdictions. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes.

ARTICLE V

MISCELLANEOUS

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but, all together, only one instrument. The laws of the State of Wisconsin shall govern this Agreement. If any term, covenant, or condition of this Agreement, the Cooperation Agreement or the Indentures, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, the Cooperation Agreement, or the Indentures, and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement, the Cooperation Agreement, or the Indentures shall be valid and enforceable to the fullest extent permitted by law. In the event of any ambiguity in

any terms or provisions of this Agreement, such ambiguity shall be construed in favor of the County, notwithstanding any rules of construction to the contrary.

Nothing contained in this Agreement, the Cooperation Agreement, or the Indentures, shall in any manner be construed as making the parties hereto and thereto or their assignees partners.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, sealed, and delivered as of the Effective Date.

APPROVED AS TO FORM:

CITY OF GREEN BAY

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: James J. Schmitt
Its: Mayor

APPROVED:

Countersigned:

Name: Kris A. Teske
Its: City Clerk

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
City of Green Bay
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

CITY OF DE PERE

By: _____
Name: _____
Its: Municipal Attorney

By: _____
Name: Michael J. Walsh
Its: Mayor

APPROVED:

Countersigned:

Name: Shana Defnet
Its: Clerk-Treasurer

By: _____
Name: _____
Its: Finance Officer

Address for Notices:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF ALLOUEZ

By: _____
Name: Steve Vanden Avond
Its: President

Countersigned:

Name: Debbie Baenen
Its: Clerk-Treasurer

Address for Notices:
Village of Allouez
Attn: Clerk-Treasurer
1900 Libal Street
Green Bay, WI 54301

VILLAGE OF ASHWAUBENON

By: _____
Name: Michael W. Aubinger
Its: President

Countersigned:

Name: Dawn Collins
Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF HOWARD

By: _____
Name: Burt R. McIntyre
Its: President

Countersigned:

Name: Christopher Haltom
Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54313

VILLAGE OF BELLEVUE

By: _____
Name: Craig Beyl
Its: President

Countersigned:

Name: Karen Simons
Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF SUAMICO

By: _____
Name: Patricia Gaura-Jelen
Its: President

Countersigned:

Name: Bonnie Swan
Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

BROWN COUNTY, WISCONSIN

By: _____
Name: Troy Streckenbach
Its: County Executive

Countersigned:
By: _____
Name: Darlene K. Marcelle
Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

**GREEN BAY AREA ROOM
TAX COMMISSION**

By: _____
Name: _____
Its: Chairman

APPROVED:

By: _____
Name: _____
Its: Finance Officer

Countersigned:
By: _____
Name: _____
Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, as trustee**

By

Its Vice President

[SEAL]

Countersigned

Its Trust Officer

ADDENDUM TO 1999 COOPERATION AGREEMENT

This ADDENDUM TO 1999 COOPERATION AGREEMENT (this "Addendum") is made as of _____, 2012, by and among the **CITY OF GREEN BAY, WISCONSIN**, a Wisconsin municipal corporation and political subdivision, the **CITY OF DE PERE, WISCONSIN**, a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF ALLOUEZ, WISCONSIN**, a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF ASHWAUBENON, WISCONSIN**, a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF HOWARD, WISCONSIN**, a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF BELLEVUE, WISCONSIN**, a municipal corporation and political subdivision, and the **VILLAGE OF SUAMICO, WISCONSIN**, a municipal corporation and political subdivision (collectively, the "Municipalities"), and **BROWN COUNTY**, a Wisconsin municipal corporation and political subdivision (the "County").

WHEREAS, all the Municipalities except the Village of Bellevue and the Village of Suamico are parties to a Cooperation Agreement, dated as of May 18, 1999 (the "Cooperation

Agreement”), which concerned the development and redevelopment of certain areas designated in the Cooperation Agreement as the “Improvement Areas” and the promotion and development of conventions and other forms of tourism within the Improvement Areas as matters of group interest and, among other things, provided for the pledging and utilization of “Room Tax Revenues” (as defined therein); and

Whereas, subsequent to the execution of the Cooperation Agreement, the Village of Bellevue and the Village of Suamico became members of the Room Tax Commission; and

WHEREAS, pursuant to the Cooperation Agreement, the Municipalities, together with Associated Bank Green Bay, National Association (as the predecessor-in-interest of Associated Trust Company, National Association), as trustee (the “**Trustee**”), entered into a Pledge and Security Agreement, dated as of July 1, 1999 (as it may be amended from time to time, the “**Pledge and Security Agreement**”), which provided that all Room Tax Revenues shall be deposited with the Trustee and allocated as provided therein, namely, a portion to the Room Tax Administrative Fund established under the Pledge and Security Agreement and the remaining portion to the bonds issued under both the Indenture of Trust, dated as of December 1, 1999 (the “**Ashwaubenon Indenture**”), from the Community Development Authority of the Village of Ashwaubenon to the Trustee, and the Indenture of Trust, dated as July 1, 1999 (the “**Green Bay Indenture**”), from the Redevelopment Authority of the City of Green Bay to the Trustee; and

WHEREAS, Section 8.08 of the Ashwaubenon Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be paid on bonds issued thereunder with respect to the current bond year, thereafter to the Debt Service Reserve Account created thereunder until fully funded, and lastly to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, Section 8.08 of the Green Bay Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be paid on bonds issued thereunder with respect to the current bond year and thereafter to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, under both Section 8.08 of the Ashwaubenon Indenture and Section 8.08 of the Green Bay Indenture, amounts in the Room Tax Stabilization Fund shall, at the election of the County, be made available to the respective bond issuer, for various uses, including, upon direction of the County for other tourism activities and promotion; and

WHEREAS, the Municipalities are also parties to a Room Tax Commission and Tourism Zone Agreement dated August 29, 1997, in which the Municipalities agree they are a “Zone” for purposes of the Room Tax Act (Wis. Stats. §66.0615 *et seq.*) in that they are perceived as a single destination by the traveling public; and

WHEREAS, the Municipalities wish to enter into this Addendum to the Cooperation Agreement to increase room tax collections within the Zone and, to the extent permitted under the Pledge and Security Agreement, the Ashwaubenon Indenture, and the Green Bay

Indenture, to direct such revenue to the Greater Green Bay Convention & Visitors Bureau, Inc., a non-profit corporation (the “**CVB**”), which is the tourism entity for the Zone under the Tourism Entity Agreement dated January 1, 1999 and as amended dated May 31, 2012 between the CVB and the Room Tax Commission as required under Wis. Stats. §66.0615 (1m) (b) 2; and

WHEREAS, the Green Bay Area Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin, which are parties to the Cooperation Agreement but not this Addendum, are asked to acknowledge this Addendum.

NOW, THEREFORE, in consideration of the premises and the mutual promise and other obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities agree as follows:

1. The Municipalities agree to enact such resolutions and ordinances and take all other municipal acts as are necessary to affect the levy, enforcement, and collection of a 2% increase from an 8% room tax rate to a 10% room tax rate (the “**2% increase**”).

2. The Municipalities agree to amend and restate the Pledge and Security Agreement to provide that the room taxes collected with respect to the 2% increase will be directed to the CVB except upon the occurrence and continuation of a Room Tax Deficiency (as defined in the Cooperation Agreement).

3. All Room Tax Revenues derived from the 2% increase shall, in accordance with Article III of the Pledge and Security Agreement, as amended, be deposited with the Trustee and allocated as provided therein.

4. Nothing herein shall prevent the Municipalities from taking additional actions, if they deem it necessary or appropriate, to increase the room tax rate by an additional amount for such purposes as they determine.

5. All Room Tax Revenues pledged by the Municipalities under the Cooperation Agreement shall continue to be directed as required under the Cooperation Agreement and the Pledge and Security Agreement. Nothing in this Addendum shall be construed to limit, change, amend, or otherwise alter the obligations and requirements imposed upon each Municipality by the Cooperation Agreement and the Pledge and Security Agreement.

6. This Addendum may be signed in any number of counterparts with the same effect as if the signatures hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

CITY OF GREEN BAY

By: _____
Name: James J. Schmitt
Its: Mayor

Countersigned:

Name: Kris A. Teske
Its: City Clerk

Address for Notices:
City of Green Bay
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

CITY OF DE PERE

By: _____
Name: Michael J. Walsh
Its: Mayor

Countersigned:

Name: Shana Defnet
Its: Clerk-Treasurer

Address for Notices:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF ALLOUEZ

By: _____
Name: Steve Vanden Avond
Its: President

Countersigned:

Name: Debbie Baenen
Its: Clerk-Treasurer

Address for Notices:
Village of Allouez
Attn: Clerk-Treasurer
1900 Libal Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF ASHWAUBENON

By: _____
Name: Michael W. Aubinger
Its: President

Countersigned:

Name: Dawn Collins
Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF BELLEVUE

By: _____
Name: Craig Beyl
Its: President

Countersigned:

Name: Karen Simons
Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF HOWARD

By: _____
Name: Burt R. McIntyre
Its: President

Countersigned:

Name: Christopher Haltom
Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54313

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Municipal Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

VILLAGE OF SUAMICO

By: _____
Name: Patricia Gaura-Jelen
Its: President

Countersigned:

Name: Bonnie Swan
Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

BROWN COUNTY, WISCONSIN

By: _____
Name: Troy Streckenbach
Its: County Executive

Countersigned:

By: _____
Name: Darlene K. Marcelle
Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

Acknowledged By:

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

**GREEN BAY AREA ROOM
TAX COMMISSION**

By: _____
Name: _____
Its: Chairman

Countersigned:

By: _____
Name: _____
Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

APPROVED:

By: _____
Name: _____
Its: Finance Officer

**REDEVELOPMENT AUTHORITY OF
CITY OF GREEN BAY, WISCONSIN**

By: _____
Name: _____
Its: Chairman

Countersigned:

By: _____
Name: _____
Its: Secretary

Address for Notices:
Redevelopment Authority of the
City of Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

**COMMUNITY DEVELOPMENT
AUTHORITY OF THE
VILLAGE OF ASHWAUBENON,
WISCONSIN**

By: _____
Name: _____
Its: Chairperson

APPROVED:

By: _____
Name: _____
Its: Finance Officer

Countersigned:
By: _____
Name: _____
Its: Secretary

Address for Notices:
Community Development Authority
of the Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304

No. 10h -- RESOLUTION RE: ADOPTING A POLICY REGARDING THE HIRING OF BROWN COUNTY EMPLOYEES

A motion was made by Supervisor Zima and seconded by Supervisor Hopp **“to receive and place on file”**.

Following discussion, a motion was made by Supervisor Robinson and seconded by Supervisor La Violette **“to refer back to committee”**.

After further discussion, a vote was taken on the motion **“to refer back to committee”**. Roll Call #10h(1):

Ayes: La Violette, Williams, Robinson, Clancy, Moynihan, Steffen, Carpenter, Fewell
Nays: Sieber, De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Lest, Buckley, Landwehr, Dantine, Kaster, Schuller, Wetzel, Lund
Abstain: Van Dyck
Excused: Hoyer

Total Ayes: 8 Total Nays: 16 Abstain: 1 Excused: 1
Motion defeated.

Vote taken on original motion **“to receive and place on file”**. Roll Call #10h(2):

Ayes: Sieber, De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, Kaster, Van Dyck, Schuller, Wetzel, Lund

Nays: La Violette, Williams, Robinson, Clancy, Moynihan, Steffen, Carpenter, Fewell
Excused: Hoyer

Total Ayes: 17 Total Nays: 8 Excused: 1
Motion carried.

No. 10i -- RESOLUTION RE: AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY AUSTIN STRAUBEL INTERNATIONAL AIRPORT EMPLOYEES

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Austin Straubel International Airport Employees for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

- 1. Article 2 WAGE SCHEDULE
Revise to reflect:

Effective the first day of the pay period that includes January 1, 2012:

0% increase

- 2. DURATION OF AGREEMENT

One year agreement (2012)

Respectfully submitted,
EXECUTIVE COMMITTEE

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

A motion was made by Supervisor De Wane and seconded by Supervisor Landwehr **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 6/25/2012

ATTACHMENT TO RESOLUTION #10i

**BROWN COUNTY AIRPORT EMPLOYEES
TOTAL PACKAGE COSTING
2012**

20.00 FTE'S

	<u>2011</u>		<u>2012</u>
WAGES			
WAGES	833,733.00	0.00%	833,733.00
LONGEVITY	2,932.00		-
TOTAL WAGES:	836,665.00		833,733.00

\$ INCREASE	(2,932.00)
% INCREASE	-0.35%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	271,300.00	271,300.00		271,300.00
1/1/12 Increase employee contribution 12% to 13%				(\$2,713.00)
Cost minus contribution				268,587.00
DENTAL	20,145.00	20,145.00		20,145.00
LIFE	1,418.00	1,418.00		1,418.00
FICA	7.35%	61,494.88	7.35%	61,279.38
WRS	11.60%	97,053.14	5.90%	49,190.25
TOTAL PACKAGE:		1,288,076.02		1,234,352.62

TOTAL COST: 2012	
\$ INCREASE	(\$53,723.40)
% INCREASE	-4.17%

No. 10j -- RESOLUTION RE: AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY CORRECTIONS OFFICERS

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Corrections Officers for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. Article 2 WAGE SCHEDULE

Revise to reflect:

Effective the first day of the pay period that includes January 1, 2012:

0% increase

2. DURATION OF AGREEMENT

One year agreement (2012)

Respectfully submitted,
EXECUTIVE COMMITTEE

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

A motion was made by Supervisor Buckley and seconded by Supervisor Nicholson **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/25/2012

ATTACHMENT TO RESOLUTION #10j

**BROWN COUNTY CORRECTIONAL OFFICER EMPLOYEES
TOTAL PACKAGE COSTING
2012**

147.00 FTE'S

WAGES	2011		2012
WAGES	6,201,437.00	0.00%	6,201,437.00
LONGEVITY	14,678.04		-
TOTAL WAGES:	6,216,115.04		6,201,437.00

\$ INCREASE	(14,678.04)
% INCREASE	-0.24%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	1,533,978.16	1,533,978.16		1,533,978.16
1/1/12 Increase employee contribution 12% to 13%				(15,339.78)
Cost minus contribution				1,518,638.38
DENTAL	111,789.03	111,789.03		111,789.03
LIFE	1,093.00	1,093.00		1,093.00
FICA	7.35%	456,884.46	7.35%	455,805.62
WRS	18.30%	1,137,549.05	12.60%	781,381.06
TOTAL PACKAGE:		9,457,408.74		9,070,144.09

2012 Cost	
\$ INCREASE	(387,264.65)
% INCREASE	-4.09%

No. 10k -- RESOLUTION RE: AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY HIGHWAY DEPARTMENT EMPLOYEES

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Highway Department employees for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

1. Article 2 WAGE SCHEDULE

Revise to reflect:

Effective the first day of the pay period that includes January 1, 2012:

0% increase

2. DURATION OF AGREEMENT

One year agreement (2012)

Respectfully submitted,
EXECUTIVE COMMITTEE

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

A motion was made by Supervisor Sieber and seconded by Supervisor Nicholson **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/25/2012

ATTACHMENT TO RESOLUTION #10k

**BROWN COUNTY HIGHWAY EMPLOYEES
TOTAL PACKAGE COSTING
2012**

82.00 FTE'S

WAGES	2011		2012
WAGES	3,399,988.00	0.00%	3,399,988.00
LONGEVITY	17,404.92		-
TOTAL WAGES:	3,417,392.92		3,399,988.00

\$ INCREASE	(17,404.92)
% INCREASE	-0.51%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	1,089,425.00	1,089,425.00		1,089,425.00
1/1/12 Increase employee contribution 12% to 13%				(10,894.25)
Cost minus contribution				1,078,530.75
DENTAL	79,103.00	79,103.00		79,103.00
LIFE	6,756.00	6,756.00		6,756.00
FICA	7.35%	251,178.38	7.35%	249,899.12
WRS	11.60%	396,417.58	5.90%	200,599.29
TOTAL PACKAGE:		5,240,272.88		5,014,876.16

TOTAL COST: 2012	
\$ INCREASE	(\$225,396.72)
% INCREASE	-4.30%

No. 10I -- RESOLUTION RE: AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE 2012 LABOR AGREEMENT WITH THE BROWN COUNTY NEVILLE PUBLIC MUSEUM EMPLOYEES

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

Ladies and Gentlemen:

BE IT RESOLVED by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Neville Public Museum employees for the year 2012 effective January 1, 2012.

All items, with the exception of wages, or except as specifically provided otherwise will be prospective effective the date of signing of the agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

- 1. Article 2 WAGE SCHEDULE
Revise to reflect:

Effective the first day of the pay period that includes January 1, 2012:

0% increase

- 2. DURATION OF AGREEMENT

One year agreement (2012)

Respectfully submitted,
EXECUTIVE COMMITTEE

Fiscal Impact: This resolution does not require an appropriation from the General Fund. This was in the 2012 budget.

Final Draft by Human Resources and Approved by Corporation Counsel.

A motion was made by Supervisor Clancy and seconded by Supervisor De Wane **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 6/25/2012

ATTACHMENT TO RESOLUTION #10I

**BROWN COUNTY MUSEUM EMPLOYEES
TOTAL PACKAGE COSTING
2012**

9.00 FTE'S

WAGES	2011		2012
WAGES	321,930.00	0.00%	321,930.00
			-
LONGEVITY	1,519.00		-
TOTAL WAGES:	323,449.00		321,930.00

\$ INCREASE	(1,519.00)
% INCREASE	-0.47%

HEALTH	ANNUAL	2011		2012
Health Insurance Employer Cost	91,021.00	91,021.00		91,021.00
1/1/12 Increase employee contribution 12% to 13%				(\$910.21)
Cost minus contribution				90,110.79
DENTAL	6,902.00	6,902.00		6,902.00
LIFE	383.00	383.00		383.00
FICA	7.35%	23,773.50	7.35%	23,661.86
WRS	11.60%	37,520.08	5.90%	18,993.87
TOTAL PACKAGE:		483,048.59		461,981.52

TOTAL COST: 2012	
\$ INCREASE	(\$21,067.07)
% INCREASE	-4.36%

No. 11 -- **CLOSED SESSION: Pursuant to Wis. Stats. 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session. (Labor negotiations) NO CLOSED SESSION WAS NEEDED.**

No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

Late Communications:

No. 12a -- FROM SUPERVISOR EVANS RE: THAT BROWN COUNTY PROVIDES ADEQUATE LAND ON THE COUNTY CAMPUS, LOCATED BY THE JAIL AND CTC, TO THE MEDICAL COLLEGE OF WISCONSIN

Refer to Planning, Development and Transportation Committee.

No. 12b -- FROM SUPERVISOR HOPP RE: DIRECT THE DEPARTMENT OF HEALTH TO CONDUCT EMF (ELECTRO-MAGNETIC FIELD) LEVEL TESTS ALONG THE HWY 54/57 (UNIVERSITY AVENUE) CORRIDOR WITHIN THE CITY LIMITS OF THE CITY OF GREEN BAY; AND PRESENT THOSE FINDINGS TO THE COMMITTEE WITHIN 60 DAYS.

Refer to Board of Health and Human Services Department.

No. 13-- BILLS OVER \$5,000 FOR PERIOD ENDING MAY 31, 2012.

A motion was made by Supervisor Clancy and seconded by Supervisor Steffens **“to pay the bills for the period ending May 31, 2012”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 14 -- CLOSING ROLL CALL.

Present: Sieber, De Wane, Nicholson, Hopp, Haefs, Erickson, Zima, Evans, Vander Leest, Buckley, Landwehr, Dantine, La Violette, Williams, Kaster, Van Dyck, Schuller, Robinson, Clancy, Wetzel, Moynihan, Steffen, Carpenter, Lund, Fewell

Excused: Hoyer

Total Present: 25 Total Excused: 1

No. 15 -- ADJOURNMENT TO WEDNESDAY, JULY 18, 2012 AT 7:00 P.M., LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

A motion was made by Supervisor De Wane and seconded by Supervisor Dantine **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting adjourned at 10:20 P.M.

\s\ DARLENE K. MARCELLE
Brown County Clerk