

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS

March 21, 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, March 21, 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: Tumpach, De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: Theisen, La Violette

Total Present: 24 Total Excused: 2

No. 1 -- ADOPTION OF AGENDA.

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

No. 2 -- APPROVAL OF MINUTES OF FEBRUARY 15, 2012.

A motion was made by Supervisor Dantine and seconded by Supervisor Moynihan “**to approve the minutes of February 15, 2012.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Evans thanked Chair Zima and Vice Chair Scray for the work they did for Brown County in the capacity of County Board Chair and Vice Chair.

Supervisor Moynihan congratulated Supervisor Wetzel for achieving a Masters of Public Administration. Supervisor Wetzel is the recipient of the Stephen Hintz MPA Award for academic excellence, civic involvement, and commitment to the field of public administration.

Supervisor Lund stated there is a shortage of blood in our community and requests supporting the Red Cross by donating blood.

No. 4 -- COMMUNICATIONS. NONE.

No. 5 -- APPOINTMENTS BY THE COUNTY EXECUTIVE.

No. 5a -- APPOINTMENT/CONFIRMATION OF BRENT MILLER AS DIRECTOR OF ADMINISTRATION

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

No. 5b -- APPOINTMENT/CONFIRMATION OF PAUL VAN NOIE AS DIRECTOR OF PUBLIC WORKS

A motion was made by Supervisor De Wane and seconded by Supervisor Andrews “**to approve the above appointment**”.

Discussion on Supervisor De Wane's motion to approve.

A motion was made by Supervisor Kaster and seconded by Supervisor Dantine “**to refer to Planning, Development and Transportation Committee**”.

Following discussion, Supervisor Kaster withdrew his motion “**to refer to Planning, Development and Transportation Committee**”.

Chairman Zima went back to Supervisor De Wane's motion to approve.

A vote was taken on Supervisor De Wane's original motion “**to approve the above appointment**”. Voice vote taken. Roll Call #5b(1):

Ayes: Tumpach, De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Andrews, Schuller, Fleck, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Nays: Dantine, Kaster, Van Vonderen, Clancy

Excused: Theisen, La Violette

Total Ayes: 20 Total Nays: 4 Excused: 2

Motion carried.

No. 6a -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach expressed his appreciation for the work and cooperation with the County Board and he thanked the County Board for their support.

Executive Streckenbach stated the bonding before the Board is for \$9.4 million which includes the Library, Highways and Interoperability. Brown County has been working on County “GV” improvements and the project is now on the last leg of the job. Ledgeview wrote a letter to the Board asking for support through bonding. County Executive Streckenbach stated it is important to economic development and Mr. Streckenbach asks the Board for their support of the bonding resolution this evening.

Mr. Streckenbach stated that \$1.5 million of the bonding for the Library is before the Board; however, he would like to reduce the bonding to \$1 million. Mr. Streckenbach gave a few examples stating he would like to consider combining the Health Department and Extension Office with libraries because they are all education related.

County Executive Streckenbach discussed the Resch Center, KI Convention Center; stating issues with the aging facilities in the arena and Shopko Hall. He stated a stabilization fund will provide stability to PMI with revenues to address maintenance. Mr. Streckenbach added the County is working with the City of Green Bay on a business plan for an expansion to the KI Convention Center. He added the municipalities have passed the 2% increase. This will provide opportunities for Brown County to have maintenance funds available for our buildings.

Chairman Zima questioned Mr. Streckenbach -- are you asking to reduce bonding to \$1 million rather than \$1.53 million? Executive Streckenbach explained to Chair Zima that we own the plans on the library and Doug, in Facilities, has only done a preliminary review of the plans. He reviewed the facility assessment done by Boldt Construction, noting HVAC, mechanical and plumbing make up 50% of the costs. These areas need to be upgraded to work with technology.

Executive Streckenbach discussed the Conference on Economic Development Task Force noting we need to look at the infrastructure with both private and public in mind.

Mr. Streckenbach reported a recent civic organization's survey shows a major gap in young people's participation. Executive Streckenbach recognizes Outstanding Community Service to Paige Manning, for her work for Tourette Syndrome. She has given presentations to numerous schools and civic organizations and in Washington, D.C. on Connor's Cause.

At this time, a motion was made by Supervisor Lund and seconded by Supervisor Moynihan **"to take (1st) Executive Committee Report #8c, Item #8, Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week; (2nd) Resolution #9c Establishing the Salaries of Certain Elective Officials; (3rd) Resolution #9b Initial Resolutions authorizing the issuance of not to exceed \$9,400,000 Corporate Purpose General Obligation Bonds of Brown County, Wisconsin in one or more series at one or more times; after Item #6b Report by Board Chairman."** Voice vote taken. Motion carried unanimously with no abstentions.

No. 6b -- REPORT BY BOARD CHAIRMAN.

Chairman Zima thanked County Executive for his reports and for his thoughts.

Chairman Zima spoke on the Facilities Master Plan and that the Village of Ashwaubenon and PMI are currently doing a study to look at other potential revenues from the Arena Complex. Mr. Zima stated his concerns on tonight's Resolution #9a regarding assisting the City of Green Bay with the KI Expansion Project. The Board needs to have a solid discussion on this matter if we should approve the commitment we are looking at tonight.

TAKEN OUT OF ORDER ITEMS 8C #8, 9C AND 9B.

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF MARCH 12, 2012

Item #8 -- Referred from Administration -- Discussion of the Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week. COMMITTEE ACTION: To support the recommended changes to Chapter 4, with the caveat that Human Resources send to employees for their review before the next County Board meeting.

A motion was made by Supervisor Buckley and seconded by Supervisor De Wane “**to refer item #8 back to Executive Committee**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9c -- RESOLUTION RE: ESTABLISH THE SALARIES OF CERTAIN ELECTIVE OFFICIALS

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

Ladies and Gentlemen:

WHEREAS, Section 59.22, Wis. Stats., requires that compensation for certain elective County officials be established by the Brown County Board of Supervisors before the earliest time for filing nomination papers for such elective offices; and

WHEREAS, the Brown County Board of Supervisors in compliance with State law desires to set the compensation for the Register of Deeds, County Treasurer and County Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors does hereby establish the total annual compensation for the enumerated elective officials, effective the first day of a term of office that begins after the date this Resolution is adopted as follows:

Year	County Clerk	Register of Deeds	Treasurer
2012	\$67,700	\$67,700	\$67,700
2013	\$69,000 **	\$69,000**	\$69,000**
2014	\$69,000 **	\$69,000**	\$69,000**
2015	\$69,000 **	\$69,000**	\$69,000**
2016	\$69,000 **	\$69,000**	\$69,000**

** Amended as per the County Board on 3/21/2012

BE IT FURTHER RESOLVED, that each elective official is entitled to participate in the Wisconsin Retirement System (“WRS”) as authorized by law. Each elective official is required to pay their share of the total WRS required contribution. Brown County will pay only its share of the total required WRS contribution. It is expressly recognized that these shares may change, when the required WRS rate is adjusted, as authorized by law. These contributions will be pre-tax.

BE IT FURTHER RESOLVED, that each elective official is conditionally eligible for, and may elect to receive, health insurance through Brown County's group health insurance plan. This eligibility for health insurance coverage is expressly subject to the same terms and conditions (e.g., premium contribution, deductibles, co-pays, etc.) as full-time non-represented employees of Brown County.

BE IT FURTHER RESOLVED, that each elective official is eligible for, and may elect to participate in, the fringe benefit package provided to full-time non-represented employees of Brown County. Such eligibility and participation is subject to the same terms and conditions as the full-time non-represented employees of Brown County.

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel
Fiscal Impact:

A motion was made by Supervisor Andrews and seconded by Supervisor Van Vonderen **“to adopt the resolution increasing the salaries of certain elective officials to \$69,000 for the 2013-2016 election cycle”**.

Following discussion, a motion was made by Supervisor Scray and seconded by Supervisor Lund **“to keep the elected officials’ salary at \$67,700 for the next election cycle (2013-2016)”**. Vote taken. Roll Call #9c(1):

Ayes: Tumpach, Nicholson, Miller, Haefs, Brunette, Zima, Vander Leest, Kaster, Schuller, Scray

Nays: De Wane, Erickson, Evans, Buckley, Dantine, Andrews, Van Vonderen, Fleck, Clancy, Wetzel, Moynihan, Carpenter, Lund, Fewell

Excused: Theisen, La Violette

Total Ayes: 10 Total Nays: 14 Excused: 2
Motion failed.

Discussion followed.

A vote was taken on Supervisor Andrews’ original motion **“to adopt the resolution increasing the salaries of certain elective officials to \$69,000 for the 2013-2016 election cycle”**. Vote taken. Roll Call #9c(2):

Ayes: De Wane, Erickson, Evans, Buckley, Dantine, Andrews, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Carpenter, Lund, Fewell

Nays: Tumpach, Nicholson, Miller, Haefs, Brunette, Zima, Vander Leest, Kaster, Scray

Excused: Theisen, La Violette

Total Ayes: 15 Total Nays: 9 Excused: 2
Motion carried.

Approved by: _____ \s\ Troy Streckenbach, County Executive Date: 3/27/2012

No. 9b -- INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,400,000 CORPORATE PURPOSE GENERAL OBLIGATION BONDS OF

BROWN COUNTY, WISCONSIN IN ONE OR MORE SERIES AT ONE OR MORE TIMES

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

Ladies and Gentlemen:

INITIAL RESOLUTIONS AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,400,000
CORPORATE PURPOSE GENERAL OBLIGATION BONDS OF BROWN COUNTY,
WISCONSIN IN ONE OR MORE SERIES AT ONE OR MORE TIMES

Initial Resolution Authorizing
General Obligation Bonds
In an Amount Not to Exceed
\$1,530,000

BE IT RESOLVED by the County Board of Supervisors of Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$1,500,000 for the purpose of paying the cost of renovations to the central library and up to \$30,000 in associated debt issuance expenses for a total not to exceed \$1,530,000.

BE IT FURTHER RESOLVED, by the Board of Supervisors of Brown County, Wisconsin, that change orders in excess of \$10,000 or 25% of the contract price, whichever is less, for such information systems infrastructure shall be submitted to the appropriate oversight committee of the Board of Supervisors of Brown County for prior approval.

Initial Resolution Authorizing
General Obligation Bonds
In an Amount Not to Exceed
\$6,192,000

BE IT RESOLVED, by the County Board of Supervisors of Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$6,070,000 for the purpose of paying the cost of highway improvements including the CTH "GV"/South Bridge Arterial Reconstruction, CTH "GV"/Monroe Road Reconstruction, CTH "B"/School Lane (Intersection at CTH "HS" roundabout), CTH "N", CTH "M", CTH "C", and CTH "K", and up to \$122,000 in associated debt issuance expenses for a total not to exceed \$6,192,000.

BE IT FURTHER RESOLVED, by the Board of Supervisors of Brown County, Wisconsin, that change orders in excess of \$10,000 or 25% of the contract price, whichever is less, for such construction shall be submitted to the appropriate oversight committee of the Board of Supervisors of Brown County for prior approval.

Initial Resolution Authorizing
General Obligation Bonds
In an Amount Not to Exceed
\$1,678,000

BE IT RESOLVED by the County Board of Supervisors of Brown County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, General Obligation Bonds in an amount not to exceed \$1,645,000 for the purpose of paying the costs of all or a portion of the cost of acquisition of interoperable two-way radios for the emergency response system, and up to \$33,000 in associated debt issuance expenses for a total not to exceed \$1,678,000.

BE IT FURTHER RESOLVED, by the Board of Supervisors of Brown County, Wisconsin, that change orders in excess of \$10,000 or 25% of the contract price, whichever is less, for such construction shall be submitted to the appropriate oversight committee of the Board of Supervisors of Brown County for prior approval.

Reimbursement Resolution

BE IT RESOLVED by the County Board of Supervisors of Brown County, Wisconsin, that the County shall make expenditures as needed from its funds on hand to pay the costs of ~~the above approved projects~~ of the radios not to exceed \$1,678,000 ** until bond proceeds which may be issued in the maximum principal amounts for each of such projects become available. The County hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the bonds.

** Amended as per the County Board on March 21, 2012.

Adopted: March 16, 2012

Respectfully submitted,
BROWN COUNTY BOARD OF SUPERVISORS
EXECUTIVE COMMITTEE
EDUCATION AND RECREATION COMMITTEE
PUBLIC SAFETY COMMITTEE
PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Request for separation.

Central Library -- \$1,530,000

A motion was made by Supervisor Andrews and seconded by Supervisor Van Vonderen **“to adopt”**.

Discussion followed on main motion.

A motion was made by Supervisor Vander Leest and seconded by Supervisor Haefs **“reduce the Central Library Renovation bonding to \$1,020,000”**.

A motion was made by Supervisor Van Vonderen and seconded by Supervisor Andrews **“to suspend the rules to allow interested parties to address the Board”**. Voice vote taken. Motion carried unanimously with no abstentions.

The following addressed the Board:

1. John Hickey, Library Board member, 1437 Traeger Street, Green Bay spoke in favor of the bonding for the Library.
2. Kathy Pletchter, Library Board member, 51 Sunset Court, Denmark, spoke in favor of the bonding for the Library.
3. Terry Watermolen, Library Board member, spoke in favor of the bonding for the Library.
4. Engineer from Boldt Construction, explained to the Supervisors what the costs entail to renovate the Library.
5. Anita Powers, 1704 S. Oneida Street, Green Bay, spoke in favor of the bonding for the Library.

A motion was made by Supervisor Clancy and seconded by Supervisor Fewell **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously with no abstentions.

Following discussion, Supervisor Vander Leest withdrew his motion.

A motion was made by Supervisor Scray and seconded by Supervisor Kaster **“to postpone for one month”**. Voice vote taken. Motion failed.

Vote taken on Supervisor Andrews’ original motion **“to adopt”**. Vote taken. Roll Call #9b(1):

Ayes: Tumpach, De Wane, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Nays: Nicholson, Kaster

Excused: Theisen, La Violette

Total Ayes: 22 Total Nays: 2 Excused: 2

Motion carried.

Highway -- \$6,192,000

A motion was made by Supervisor Vander Leest and seconded by Supervisor Van Vonderen **“to adopt”**. Vote taken. Roll Call #9b(2):

Ayes: Tumpach, De Wane, Nicholson, Miller, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Nays: Haefs, Kaster

Excused: Theisen, La Violette

Total Ayes: 22 Total Nays: 2 Excused: 2

Motion carried.

Public Safety Communications -- \$1,678,000

A motion was made by Supervisor Lund and seconded by Supervisor Buckley **“to adopt”**. Vote taken. Roll Call #9b(3):

Ayes: Tumpach, De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzell, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: Theisen, La Violette

Total Ayes: 24 Excused: 2
Motion carried.

Reimbursement Resolution

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

Approved by: \sl Troy Streckenbach, County Executive Date: 3/27/2012

No. 7 -- OTHER REPORTS. NONE.

No. 8 -- STANDING COMMITTEE REPORTS:

No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF FEBRUARY 23, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on February 23, 2012 and recommends the following motions:

1. Review of minutes:
 - a. Housing Authority (December 19, 2011).
Receive and place on file.
2. Communication from Supervisor Buckley re: Draft a resolution to add a fraud investigator for the Sheriff’s Department to be used in conjunction with the current fraud investigator assigned to work with Human Services. This position would need to be reviewed after 1 year. Funding could come from carryover monies from the 2011 Sheriff’s Department budget. Referred from December County Board. Held for a month. *This item was struck from the agenda as it was handled at the January Executive Committee meeting.*
3. Communication from Supervisor Erickson re: Have Human Resources send out a memo to all Departments informing all employees about the new prescription deductibles. *Referred from February County Board. Receive and place on file.*
4. Communication from Supervisor Miller re: Brown County shall give the Visitor and Convention Bureau (VCB) an additional \$180,000 per year in room tax from the Stabilization Fund (excess room tax and refinancing surplus). Brown County shall renegotiate the lease with VCB to charge an additional \$15,000 per month from the Resch Center Tenant and Sub Tenant. It is hoped that the additional rent would be devoted to maintenance of the Resch Center Facility. *January Motion: To increase stabilization funding for use of maintenance. Referred back from February County Board. Receive and place on file.*

- 4a. Communication from Supervisor Evans re: Brown County will commit to making the payments to retire a twelve million dollar borrowing by the City of Green Bay to finance the KI expansion project. These payments will be from the excess room tax stabilization fund until the existing bonds are retired on or about 2029. Furthermore, when the existing bonds are paid off, the room tax reverts to the local municipalities which the City of Green will use to pay off the KI expansion borrowing. Upon approval of the above by the Brown County Board, all affected municipalities will approve a 2% room tax increase to be designated for the VCB.
Refer to Executive Committee.
- 4b. Resolution to Assist the City of Green Bay with KI Expansion Project. *This item was incorporated into Item 4a above; see motion at 4a. See Resolutions, Ordinances March County Board.*
5. Carryovers – 2011 to 2012 Carryover Funds – Administrative Services Division. To approve.
6. Facility Management – Interim Director’s Report. Receive and place on file.
7. Information Services – Director’s Report. Receive and place on file.
8. Human Resources – Activity Report for January, 2012. Receive and place on file.
9. Human Resources – Human Resources Annual Report. Receive and place on file.
10. Human Resources – Director’s Report. Receive and place on file.
11. Department of Administration – Certificate of Achievement for Excellence in Financial Reporting. Receive and place on file.
12. Department of Administration – 2012 Budget Adjustment Log. To approve.
13. Department of Administration – Administrative Services Division 2011 to 2012 Carryover Funds. *This is a duplicate agenda item; see Number 5 above.*
14. Department of Administration – Interim Director’s Report. Receive and place on file.
15. Audit of bills. To pay.

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

No. 8b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF MARCH 1, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

1. Review Minutes of:
 - a. Library Board (January 19, 2012) Receive and place on file.
2. Communication from Supervisor Brunette re: To enter into a Memorandum of Understanding with the Neville Public Museum Foundation regarding a new governance model for the Neville Public Museum. *Held for one month.* To approve the Letter of Intent with two authorized signatures from Brown County – the County Executive and the County Board Chair.
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 until the April meeting.
4. Carryovers – 2011 to 2012 Carryover Funds for Education, Culture & Recreation Division. To approve.
5. Other – Update from Corporation Counsel John Luetscher regarding Room Tax Issues. *Standing Item.* To hold for one month.
6. Zoo – Approval of RFP for Access Audit of Park Facilities and Properties. To approve.

7. Park Management - Director's Report. Receive and place on file.
8. Zoo – Monthly Activity Report for February 2012.
 - a. Operations Report
 - b. Admissions, Revenue, Attendance
 - c. Gift Shop, Mayan, Zoo Pass, Misc. RevenueReceive and place on file.
9. Zoo – NE Wisconsin Zoo Education/Volunteer Programs Report for January, 2012. Receive and place on file.
10. Zoo – Animal Collection Report for February, 2012. Receive and place on file.
11. Zoo – Director's Report. Receive and place on file.
12. Golf Course – Superintendent's Report. Receive and place on file.
13. Museum – Director's Report. Receive and place on file.
14. Resch Centre/Arena/Shopko Hall – Complex Attendance for the Brown County Veterans Memorial Complex. Receive and place on file.
15. Library – Resolution re: Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$1,530,000. To approve the Initial Resolution Authorizing General Obligation Bonds in an amount not to Exceed \$1,530,000 for the Central Brown County Library. See Ordinances, Resolutions March County Board.
16. Library – Director's Report. Receive and place on file.
17. Audit of bills. *Held, bills not available.*

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

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF MARCH 12, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on March 12, 2012 and recommends the following motions:

1. Review of minutes:
 - a) Facility Master Plan Subcommittee (December 15, 2011). Receive and place on file.
2. Communication from Supervisor Erickson re: Solutions for KI Funding: Allow VCB to use the 2% room tax and renegotiate PMI lease with Brown County. Brown County now has approximately \$850,000 in extra funds: #1 Pledge \$5,000,000 to City of Green Bay with 20 year payments of \$250,000 annually total pledge of \$5,000,000 or #2 Pledge \$5,000,000 to City of Green Bay with 20 payments of \$350,000 annually to cover \$5,000,000 pledge and \$200,000 in bond interest total pledge of \$7,000,000. See #24: Receive and place on file.
3. Communication from Supervisor Evans re: Brown County will commit to making the payments to retire a twelve million dollar borrowing by the City of Green Bay to finance the KI expansion project. These payments will be from the excess room tax stabilization fund until the existing bonds are retired on or about 2029. Furthermore, when the existing bonds are paid off, the room tax reverts to the local municipalities which the City of Green Bay will use to pay off the KI expansion borrowing. Upon approval of the above

- by the Brown County Board, all affected municipalities will approve a 2% room tax increase to be designated for the VCB. See #24: Receive and place on file.
4. Communication from Supervisor Vander Leest re: Request to review the prescription drug program cost changes and to review the cost changes in 2012. Receive and place on file.
 5. Communication from Supervisor Dantine re: To look into changing Chapter 4 for Public Works Employees and start the work week at 7:00 a.m. Monday instead of Sunday at midnight for more equitable management of overtime.
 - i. To refer to Planning, Development & Transportation Committee to discuss revisiting Chapter 4 related to start of work week.
 - ii. To refer to Planning, Development & Transportation Committee to discuss flat rate billable hours for Highway equipment (trucks).
 6. Communication from Supervisor Zima re: Letter from James Servais, Suamico resident, objecting to the religious prayers opening Brown County Board Meetings. Receive and place on file.
 7. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve payment of legal bills.
 8. ** Referred from Admin - Discussion of the Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week. To support the recommended changes to Chapter 4, with the caveat that Human Resources send to employees for their review before the next County Board meeting.
- ** Item #8 -- Referred back to Executive Committee as per the County Board on 3/21/2012.
9. County Executive Report.
 - a) Discussion on consideration of salary for Public Works Director Position. Receive and place on file.
 10. Labor Attorney Report.
 - a) A closed session pursuant to Wis. Stats. § 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Health Insurance Strategy).
 - b) A closed session pursuant to Wis. Stats. § 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Prohibited Practice Complaints and Arbitrations).
 - i. Enter into closed session.
 - ii. Return to regular order of business.
 - iii. No action taken.
 11. Human Resources Report.
 - a) Resolution re: Establishing the Salaries of Certain Elective Officials.
 - i. To leave the salary for elected officials at \$67,700 for four years. No vote.
 - ii. To change the present salary for elected officials from \$67,700 to \$69,000 for the years 2013-2016. Ayes: 4 (DeWane, Erickson, Evans, Lund); Nays: 2 (Brunette, Scray). See Resolutions, Ordinances March County Board.
 12. Review of Purchasing Policy. To refer to the Administration Committee to discuss the drafting of a Resolution or Ordinance relative to Purchasing.
 - 13-22: Vacant Budgeted Positions (Request to Fill): To take #'s 13 to 22 together. See #22
 13. Courts 1-8 – Office Manager II – vacated 5/4/12. See #22
 14. Human Resources – Benefits Specialist – vacated 3/5/12. See #22
 15. Human Resources – HR Analyst – vacated 3/22/12. See #22

16. Human Services – Social Worker/Case Manger (Adult LTC) x2 – both vacated 2/22/12. See #22
17. Public Works – Facility Management – Facility Worker – vacate date TBD. See #22
18. Public Works – Highway – Chief Mechanic – vacated 2/26/12. See #22
19. Public Works – Highway – Engineering Technician I – vacated 2/19/12. See #22
20. Public Works – Highway – 1st Mechanic – vacated 2/26/12. See #22
21. Public Works – Highway – Highway Laborer x2 – vacated 12/19/11 & 1/23/12. See #22
22. Sheriff’s Department – Garage Mechanic – vacated 1/1/12. See #22
To approve Vacant Budgeted Positions #'s 13 to 22.
23. Resolution re: To assist the City of Green Bay with KI Expansion Project. See #24:
Receive and place on file. See Resolutions, Ordinances March County Board.
24. Resolution re: To assist the Green Bay Redevelopment Authority with the KI Expansion Project.
 - i. To add the date of June 1st, 2012, to page 4, item b related to “Brown County reaches a new agreement in 2012 for the lease and operation of the Veteran’s Memorial Complex by June 1st, 2012.
 - ii. To strike the last paragraph on page 3.
Ayes: 4 (Brunette, De Wane, Evans, Scray)
Nays: 2 (Erickson, Lund).
 - iii. To approve the Resolution to assist the Green Bay Redevelopment Authority with the KI Expansion Project as amended. See Resolutions, Ordinances March County Board.
25. Resolution re: To approve Tower and Ground Space License Agreement. Initial Resolutions Authorizing the Issuance of Not to Exceed \$9,400,000 Corporate Purpose General Obligation Bonds of Brown County, Wisconsin in One or More Series at One or More Times. To approve. See Resolutions, Ordinances March County Board.
26. Initial Resolutions Authorizing the Issuance of Not to Exceed \$9,400,000 Corporate Purpose General Obligation Bonds of Brown County, Wisconsin in One or More Series at One or More Times. To approve the resolution authorizing the Issuance of Not to Exceed \$9,400,000 Corporate Purpose General Obligation Bonds of Brown County Wisconsin in One or More Series at One or More Times. See Resolutions, Ordinances March County Board.

A motion was made by Supervisor Fleck and seconded by Supervisor Andrews “**to adopt the report except for item #8 which was taken after item #6b**”. Voice vote taken. Motion carried with no abstentions.

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF FEBRUARY 22, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on February 22, 2012 and recommends the following motions:

1. Review Minutes of:
 - a. Aging & Disability Resource Center of Brown County (January 26, 2012).
 - b. Children with Disabilities Education Board (February 1, 2012).
 - c. Community Options Program Planning Committee (January 30, 2012). Receive and place on file 1a-c.
2. Communication from Supervisor Dantine re: To have the meals for the Senior Centers and Meals on Wheels looked into for the meals that are served (cold-short on food-poor quality food). Receive and place on file.
3. Carryovers - 2011 to 2012 Carryover Funds – Health & Human Services Division. To approve.
4. Aging & Disability Resource Center - Revenue and Expense Report – Preliminary 2011 End-Of-Year Report. To approve.
5. Human Services Dept. - Executive Director's Report. Receive and place on file.
6. Human Services Dept. - Report on Human Services Security Issues. Receive and place on file.
7. Human Services Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
8. Human Services Dept. - Monthly Inpatient Data – Community Treatment Center and Bellin Psychiatric Center. Receive and place on file.
9. Human Services Dept. - Approval for New Non-Continuous Vendor. To approve.
10. Human Services Dept. - Request for New Vendor Contract. To approve.
11. Human Services Dept. - Monthly Contract Update. To approve.
12. Audit of bills. To pay the bills.

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

No. 8e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF FEBRUARY 27, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on February 27, 2012 and recommends the following motions.

1. Review minutes of:
 - a. Revolving Loan Fund Committee (October 28, 2011). To direct staff to update at March meeting.
 - b. Solid Waste Board (January 16, 2012) To refer to staff to update at the next meeting of this committee.
2. Communication from Chair Erickson: Who is responsible for Reorganization of Departments? Receive and place on file.
3. Carryovers - 2011 to 2012 Carryover Funds – Planning, Development & Transportation Division. To approve.
4. Highway - Presentation from Scott Schwandt from Wisconsin Asphalt Paving Association. *No action taken.*
5. Highway - December 2011 and January 2012 Budget to Actual. Receive and place on file.

6. Highway - Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$6,192,000. To approve the Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$6,192,000. Ayes: 2 (Dantinne, Fleck) Nays: 3 (Kaster, Haefs, Erickson)
7. Highway - Director's Report. *No report.*
8. UW Extension - Grant Application Review (12-01): Risk Education for Hmong Growers (Marketing). To approve.
9. UW Extension - Director's Report. Receive and place on file.
10. Port and Solid Waste - Port Annual Report – Request for Approval. To approve.
11. Port and Solid Waste - Solid Waste Annual Report – Request for Approval. To approve.
12. Port and Solid Waste - Western Lime Corporation Dockwall Lease Agreement – Request for Approval. To approve the amendment to the Western Lime Corporation Dockwall Lease Agreement.
13. Port and Solid Waste - Resolution re: Approving Three-Year Statement of Intentions for Wisconsin Department of Transportation's Harbor Assistance Program. To approve. See Ordinances, Resolutions March County Board.
14. Port and Solid Waste - Director's Report. Receive and place on file.
15. Airport - Preliminary Year End Financials. Receive and place on file.
16. Airport - Director's Report. Receive and place on file.
17. Audit of bills. N/A

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

No. 8e(i) -- REPORT OF LAND CONSERVATION SUBCOMMITTEE OF FEBRUARY 27, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on February 27, 2012 and recommends the following motions.

1. Glacierland RC&D Annual Project Report, Forestry Notes, Natural Pig Workshop. See *motion at Number 2.*
2. Celebrate National Ground Water Awareness Week, March 11-17. To receive and place on file Items 1 and 2.
3. 2011 LWCD Annual report, 2012 LWCD Annual Work Plan. To approve.

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

No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF MARCH 7, 2012

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on March 7, 2012 and recommends the following motions:

1. Review of Minutes:
 - a. Criminal Justice Coordinating Board (January 31, 2012).
 - b. Emergency Medical Services Council (January 18, 2012).
 - c. Fire Investigation Task Force General Membership (December 1, 2011).
 - i. Take Items 1a, 1b and 1c as one item.
 - ii. Receive and place on file Items 1a, 1b and 1c.
2. Communication from Supervisor Nicholson re: Review the policy on reimbursing the Brown County Sheriff's Department services with possible action. *Referred from February County Board.* To refer to Corporation Counsel to see if the Sheriff's Department has the ability to charge for unusual rescue services.
3. Carryovers - 2011 to 2012 Carryover Funds – Public Safety Division. To approve.
4. District Attorney - Criminal Drug Charges Filed in December 2011. Receive and place on file.
5. Public Safety Communications - Budget Adjustment Request (12-31): Increase in expenses with offsetting increase in revenue. To approve.
6. Public Safety Communications - Budget Adjustment Request (12-35): Increase in expenses with offsetting increase in revenue. To approve.
7. Public Safety Communications - Budget Adjustment Request (12-37): Increase in expenses with offsetting increase in revenue. To approve.
8. Public Safety Communications - Initial Resolution Authorizing General Obligation Bonds in an Amount Not to Exceed \$1,678,000. To approve. See Ordinances, Resolutions March County Board.
9. Public Safety Communications – Resolution to Approve Tower and Ground Space License Agreement. To approve. See Ordinances, Resolutions March County Board.
10. Public Safety Communications – Director's Report. Receive and place on file.
11. Sheriff – Budget Adjustment Request (12-29): Increase in expenses with offsetting increase in revenue. To approve.
12. Sheriff – Budget Adjustment Request (12-26): Increase in expenses with offsetting increase in revenue. To approve.
13. Sheriff – This item had been removed from the agenda prior to the meeting.
14. Key Factor Reports and Jail Average Daily Population by Month and Type for the Calendar Year 2012. Receive and place on file.
15. Sheriff – Discussion regarding Arson Task Force Van/Truck - *February Motion: To bring back next meeting.*
 - i. To approve the cost of \$2,832.59 to refurbish the Arson Task Force vehicle and continue vehicle maintenance every six months and have the vehicle housed at the Sheriff's Department at 2684 Development Drive.
 - ii. To amend the previous motion to state that the \$2,832.59 for repairs will come out of the Brown County Fire Investigation Task Force fund.
16. Sheriff's Report. Receive and place on file.
17. Audit of bills. Receive and place on file.

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

No. 9 -- RESOLUTIONS, ORDINANCES:

No. 9a -- RESOLUTION TO ASSIST THE CITY OF GREEN BAY WITH KI EXPANSION PROJECT

A motion was made by Supervisor Evans and seconded by Supervisor Andrews “to receive and place on file”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9b and 9c were taken of order after item #6b.

No. 9d -- RESOLUTION TO ASSIST THE GREEN BAY REDEVELOPMENT AUTHORITY WITH THE KI EXPANSION PROJECT

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

Ladies and Gentlemen:

WHEREAS, the City of Green Bay Redevelopment Authority (Green Bay RDA herein) intends to expand the KI Convention Center; and

WHEREAS, the County is a party along with several municipalities to a Cooperation Agreement and a Pledge and Security Agreement, and these agreements provided the basis for financing the construction of the KI Convention Center and the Resch Center with room tax revenue; and

WHEREAS, the Cooperation and Pledge and Security Agreements require the municipalities signing said agreements to pledge Net Room Taxes to the County for payment of debt service on bonds issued to pay for the KI Convention Center and Resch Center Municipal Development Costs; and

WHEREAS, the County leases both facilities from the respective Municipal Development Authorities and is obligated “to take whatever action is necessary to fund” debt payments when they come due pursuant to the leases and §4.06 of the Cooperation Agreement; and

WHEREAS, the current amount owed, principal and interest, for the two bond issues is approximately \$66,000,000.00; and

WHEREAS, the Cooperation Agreement provides in §5.07 “If the Room Tax Commission holds and retains Surplus Net Room Tax Revenues, then such Surplus Net Room Tax Revenues shall, at the election of the County, be made available to the Authorities (i) for payment of debt service on the Bonds, (ii) for Municipal Development Cost, (iii) to reduce the size of the Bond issues, (iv) for early redemption of Bonds; or be made available for such other tourism activities and tourism as approved by the County. The use of such Net Room Tax Revenues shall be subject to the Pledge and Security Agreement; and

WHEREAS, pursuant to §5.07, the Board of Supervisors can elect to provide financial assistance to the RDA for the “KI Expansion Project” from the Surplus Net Room Tax Revenues held by the Trustee in the Room Tax Stabilization Fund created by the Indentures of Trust for the Green Bay RDA and Ashwaubenon CDA Bonds and the Cooperation and Pledge and Security Agreements relating to Room Tax Revenue; and

WHEREAS, the Second Supplement to Indenture of Trust from the Ashwaubenon CDA to the Trustee provided for the issuance of Refunding bonds series 2012 requires the Trustee to establish an account known as the Debt Service Reserve Account within the Room Tax

Stabilization Fund and further directs that the Debt Service Reserve Account be maintained with a balance of \$2,800,000.00; and

WHEREAS, holding Surplus Net Room Tax Revenues in the Room Tax Stabilization Fund for payment of debt service on bonds is a proper election to be made by the County pursuant to §5.07.

NOW, THEREFORE, BE IT RESOLVED that the County elects to maintain a balance of Surplus Net Room Tax Revenue in the Room Tax Stabilization Fund of \$2,200,000.00 for payment of bond debt service in addition to the balance of \$2,800,000.00 the Trustee is required to maintain in the Debt Service Reserve Account; and

BE IT FURTHER RESOLVED that Surplus Net Room Tax Revenue accumulating in the Room Tax Stabilization Fund in excess of the \$2,800,000.00 balance to be maintained in the Debt Service Reserve Account and the \$2,200,000.00 balance to be maintained in the Room Tax Stabilization Fund for payment of debt service, shall be paid to the Green Bay RDA for payment of debt service on the bonds or other obligations of the Green Bay RDA issued to pay for the KI Expansion Project subject to all of the conditions set out below; and

BE IT FURTHER RESOLVED that this Resolution is not a guarantee from the County to make available a certain sum of Surplus Net Room Tax Revenue funds to the Green Bay RDA in any year and shall not be construed as creating a debt or obligation to be funded by the County from any source other than Surplus Net Room Tax Revenue exceeding the Required Balances to be maintained in the Debt Service Reserve Account and the Room Tax Stabilization Fund. If the amounts in the Debt Service Reserve Account or the Room Tax Stabilization Fund fall below the required Balances described above, then the required balance will be re-established in the account or fund before Surplus Net Room Tax Revenue is again directed to the RDA for payment of debt service on the KI Expansion Project obligations; and

~~BE IT FURTHER RESOLVED that the County's election to direct Surplus Net Tax Revenue to the RDA for payment of debt service for the KI Expansion Project shall continue until the aggregate total of payments to the Green Bay RDA equals \$_____ at which time payments for the KI Expansion Project shall end and the County shall be free to use Surplus Net Tax Revenue as permitted by the Cooperation Agreement; and **~~

** Failed at Executive Committee (March 12, 2012) and County Board (March 21, 2012).

BE IT FURTHER RESOLVED that this Resolution will only take effect if all of the below conditions (a-c) are met within the applicable time frame:

- (a) Municipality parties to the Cooperation Agreement increase their room tax from 8% to 10% as permitted by §§3.07 and 3.09 in the Cooperation Agreement and subject to the approval of the Room Tax Commission direct the entire amount of the increased Room Tax Revenue (20% of gross room taxes at a 10% rate) to the Greater Green Bay Convention and Visitors Bureau (CVB) to fund CVB's operations. The increase shall take effect by July 1, 2012.
- (b) Brown County reaches a new agreement in 2012 for the lease and operation of the Veteran's Memorial Complex effective June 1, 2012. **

** Amended as per the Executive Committee on March 12, 2012 and approved by the County Board on March 21, 2012.

- (c) The KI Expansion Project construction begins no later than December 1, 2013.

BE IT FURTHER RESOLVED that this Resolution will be in effect until: a) the KI Expansion Project debt obligation is paid in full; b) December 31, 2029; c) or until the debt service payments on the RDA and CDA bonds are complete, whichever event occurs first.

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: Although this resolution does not require an appropriation from the General Fund, it does obligate future surplus net room tax revenue. Surplus net room tax revenue will not flow to the Green Bay RDA until all Bond Account, Debt Service Reserve Account and Room Tax Stabilization balance requirements are met; so this resolution will not require funding from the General Fund.

A motion was made by Supervisor Buckley and seconded by Supervisor Andrews **“to adopt”**.

A motion was made by Supervisor Scray and seconded by Supervisor Lund **“to amend by adding in the 4th BE IT FURTHER RESOLVED... until the aggregate total of payments to the Green Bay RDA equals \$12,000,000...”**. Vote taken. Roll Call #9d(1):

Ayes: Nicholson, Zima, Vander Leest, Kaster, Scray, Lund
Nays: Tumpach, De Wane, Miller, Haefs, Erickson, Brunette, Evans, Buckley, Dantine, Andrews, Van Vonderen, Schuller, Fleck, Clancy, Wetzal, Moynihan, Carpenter, Fewell
Excused: Theisen, La Violette
Total Ayes: 6 Total Nays: 18 Excused: 2
Motion failed.

A vote was taken on Supervisor Buckley’s motion **“to adopt”**. Vote taken. Roll Call #9d(2):
Ayes: Tumpach, De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzal, Moynihan, Scray, Carpenter, Lund, Fewell
Nays: Zima
Excused: Theisen, La Violette
Total Ayes: 23 Total Nays: 1 Excused: 2
Motion carried.

Approved by: \ s \ Troy Streckenbach, County Executive Date: 3/27/2012
No. 9e -- RESOLUTION APPROVING THREE-YEAR STATEMENT OF INTENTIONS FOR WISCONSIN DEPARTMENT OF TRANSPORTATION’S HARBOR ASSISTANCE PROGRAM

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

Ladies and Gentlemen:

WHEREAS, the attached Three-Year Harbor Development Statement of Intentions describes proposed improvements which are in the best interest of the Port of Green Bay; and

WHEREAS, the Wisconsin Department of Transportation, in accordance with state statute, requires a statement of project intentions from local units of government intending to

apply for federal and/or state aid related to harbor work of benefit to commercial transportation within the next three years; and

WHEREAS, the Harbor Commission and the Planning, Development and Transportation Committee have carefully reviewed the estimated project costs, funding sources, physical locations and alternatives to the proposed projects; and

WHEREAS, the total local matching funds required for the projects indicated as being funded through the Wisconsin Department of Transportation's Harbor Assistance Program range from twenty (20%) percent to fifty (50%) percent; and

WHEREAS, this Three-Year Harbor Development Statement of Intentions is used by the Wisconsin Department of Transportation for planning purposes only and is not a petition for federal and/or state aid.

NOW THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves the attached Harbor Development Statement of Intentions.

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 apply for funds through the Wisconsin Department of Transportation's Harbor Assistance Program and is for planning purposes.

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 Supervisors on March 21, 2012, adopted by a majority vote, and recorded in the minutes of said meeting.

\s\ Darlene K. Marcelle
County Clerk

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

Approved by: \s\ Troy Streckenbach, County Executive Date: 3/27/2012

ATTACHMENTS TO RESOLUTION #9e

THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS

Port of Green Bay
Harbor Name

Brown County (Brown County Port & Solid Waste Department)
Responsible Local Unit of Government

Due: Jan 31, 2012
Send to: WDOT
Bureau of Railroads & Harbors
P. O. Box 7914
Madison, Wisconsin 53707-7914

(County, City, Village or Town)

Improvements Proposed in Calendar Year **2012**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Dock Renovation and Dredging Noble Petro

To upgrade existing dock area to include the installation of:
1000' (Dock Wall Construction) shore piling, back filling – (to replace aging and unsafe walkways)
Upgrade existing lighting, fencing, and security cameras – (to enhance site security and safety)
Replace/Upgrade existing pump house
Dredge area around dock, Vapor Combustor Unit

The additions will assist in the safe handling and transfer of flammable liquids as well as reduce the need in future dredging , It will also assist in the reduction of soil sediment from dock area.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) Wisconsin DOT HAP (80%)	\$3,600,000
(b) Noble Petro (20%)	\$ 900,000
(c)	
(d)	
	<u>\$4,500,000</u>
	Total

PART III Rank & Probability

- (a) Of the projects listed for the year noted above, this project is of 1st priority to the applicant.
- (b) The estimated probability of this project being started in year noted above is:
(Circle One)

High
Medium
Low

Prepared By: **Dean Haen, Port Manager**
Jon Duden, Noble Petro
Date: **January 23, 2012**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011

Send to: WDOT

Bureau of Railroads & Harbors

P. O. Box 7914

Madison, Wisconsin 53707-7914

Port of Green Bay

Harbor Name

Brown County (Brown County Port & Solid Waste Department)

Responsible Local Unit of Government

(County, City, Village or Town)

Improvements Proposed in Calendar Year **2011**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Leicht Transfer & Storage State Street Dock Wall

Replacement of the existing Wakefield wall on the State St. facility, to include replacement of dock face, 380 feet of replacement sheet piling, replacing sheet anchors, and replacing outside bumper guards to facilitate across dock loading and unloading of commercial bulk product. In addition, a 380-foot long by 50-foot wide structural pad with support piles would be installed on the existing portion of the slip wall currently not requiring replacement. Bollards and wood fender system would also be added along entire face of the dock.

This project would require the channel to be dredged, 35,000 cubic yards.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) WI DOT HAP (80%)	\$1,356,000
(b) Brown County (20%) (Terminal Operators)	\$339,000
(c)	
(d)	
	<u>\$1,695,000</u>
	Total

PART III Rank and Probability

(a) Of the projects listed for the year noted above, this project of **2nd** priority to the applicant.

(b) The estimated probability of this project being started in the year noted above is:

(Circle One) High
 Medium
 Low

Prepared By: **Carol L. Jamrosz,**
Leicht Transfer & Storage

Date: **1/31/2011**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011
Send To: WisDOT
 Bureau of Railroads & Harbors
 P.O. Box 7914
 Madison, Wisconsin 53707-7914

Port of Green Bay
 Harbor Name

Brown County Port & Solid Waste Department (Brown County)
 Responsible Local Unit of Government
 (County, City, Village or Town)

Improvement Proposed in Calendar Year **2011**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Leicht Transfer & Storage State Street Dock Wall

Replacement of the existing Wakefield wall on the State St. facility slip, to include replacement of 553' dock face, feet of replacement sheet piling, replacing sheet anchors, and replacing outside bumper guards to facilitate across dock loading and unloading of commercial bulk product. In addition, a 553-foot long by 50-foot wide structural pad with support piles would be installed on the existing portion of the slip wall currently not requiring replacement. Bollards and wood fender system would also be added along entire face of slip.

This project would also include 62,000 cubic yards dredged in the slip.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) WI DOT HAP (80%)	\$1,903,600
(b) Brown County (20%) (RGL Holdings)	\$ 475,900
(e)	
(f)	
	<u>\$2,379,500</u>
	Total

PART III Rank and Probability

(a) Of the projects listed for the year noted above, this of **3rd** priority to the applicant.

(b) The estimated probability of this project being started in the year noted above is:
 (Circle One) High
Medium
 Low

Prepared By: **Carol L. Jamrosz,**
Leicht Transfer & Storage
 Date: **1/31/2011**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011

Send to: WDOT

Bureau of Railroads & Harbors

P. O. Box 7914

Madison, Wisconsin 53707-7914

Port of Green Bay

Harbor Name

Brown County (Brown County Port & Solid Waste Department)

Responsible Local Unit of Government

(County, City, Village or Town)

Improvements Proposed in Calendar Year **2011**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Dredge North Dock for KK Integrated Logistics, Inc.

KK Integrated Logistics, Inc. utilizes Western Lime's North Dock warehousing property for delivery of forest products. The area needs to be dredged to its authorized depth of 24' LWD. An estimated 1,200 cy needs to be dredged at a cost of \$25/cy for a total cost of \$30,000.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) Wisconsin DOT HAP (80%)	\$ 24,000
(b) Brown County (20%) (KK Integrated Logistics, Inc.)	\$ 6,000
(c)	
(d)	
	<u>\$ 30,000</u>
	Total

PART III Rank & Probability

(a) Of the projects listed for the year noted above, this project is of **4th** priority to the applicant.

(b) The estimated probability of this project being started in year noted above is:
(Circle One) High

Medium
Low

Prepared By: **Dean Haen, Port Manager**
Tom Kuber, KK Integrated
Logistics, Inc.

Date: **January 31, 2011**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011

Send to: WDOT

Bureau of Railroads & Harbors

P. O. Box 7914

Madison, Wisconsin 53707-7914

Port of Green Bay

Harbor Name

Brown County Port & Solid Waste Department (Brown County)

Responsible Local Unit of Government

(County, City, Village or Town)

Improvements Proposed in Calendar Year **2013**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: West Shore Public Port Terminal

Purchase river front property along Fox River, presently owned by U.S. Oil Company and Mobil Company for creation of a public terminal facility that would be available for new port operations. The project would include acquisition (\$7M), constructing a dock wall (\$10M) at the bulkhead line and filling behind.

PART II Project Resources

PART III Rank & Probability

Expected Funding Sources (All types)

Amount

(a) **WI DOT HAP (80%)**

\$13,600,000

(b) **Brown County (20%)
(Green Bay)**

\$ 3,400,000

(c)

(d)

\$17,000,000

Total

(a) Of the projects listed for the year noted above, this project is of **3rd** priority to the applicant.

(b) The estimated probability of this project being started in year noted above is:

(Circle One)

High

Medium

Low

Prepared By: **Dean Haen, Port Manager**

Date: **January 31, 2011**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011
Send to: WDOT
 Bureau of Railroads & Harbors
 P. O. Box 7914
 Madison, Wisconsin 53707-7914

Port of Green Bay
 Harbor Name

Brown County Port & Solid Waste Department (Brown County)
 Responsible Local Unit of Government
 (County, City, Village or Town)

Improvements Proposed in Calendar Year **2012**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Western Lime Corporation's North Dock Wall

Rehabilitation of existing dock wall, to include major repairs to dock face, 920 feet of renewed sheet piling, replacing sheet anchors, replacing outside bumper guards, and installing new pavement between the dock wall and the new warehouse facility to facilitate across dock loading and unloading of commercial bulk product.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) WI DOT HAP (80%)	\$856,000
(b) Brown County (20%) (Western Lime Co.)	\$214,000
(c)	
(d)	
	<u>\$1,070,000</u>
	Total

PART III Rank & Probability

- (a) Of the projects listed for the year noted above, this project is of **2nd** priority to the applicant.
- (b) The estimated probability of this project being started in year noted above is:
 (Circle One) High
 Medium
Low

Prepared By: **Dean Haen, Port Manager**
Mike Nast, Western Lime Co.
 Date: **January 31, 2011**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011
Send to: WDOT
 Bureau of Railroads & Harbors
 P. O. Box 7914
 Madison, Wisconsin 53707-7914

Port of Green Bay
 Harbor Name

Brown County (Brown County Port & Solid Waste Department)
 Responsible Local Unit of Government
 (County, City, Village or Town)

Improvements Proposed in Calendar Year **2013**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Green Bay Harbor Navigational Channel Deepening Project

Deepen federal navigational channel from Grassy Island to the East River Turning basin to St. Lawrence Seaway specification of 26'3". Presently the channel is 26' to Grassy Island then shallows to 24' until the Main St. Bridge and 22' beyond. The channel would need to be dredged a distance of 4 miles. The U.S. Army Corps of Engineers may then be authorized to conduct a Feasibility Study consisting of a cost/benefit analysis to determine if deepening the whole federal channel is warranted. The port would benefit by decreasing shipping costs and expanding cargoes presently not received because the cargoes are transported on ocean-going ships requiring the necessary seaway draft. The total quantity of material to be dredged from the navigational channel is an est. 870,369 cy at a cost of \$25.00/cy or \$21,759,225.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) Wisconsin DOT HAP (50%)	\$10,879,612
(b) Brown County (50%) (Terminal Operators)	\$10,879,613
(c)	
(d)	
	<u>\$21,759,225</u>
	Total

PART III Rank & Probability

- (a) Of the projects listed for the year noted above, this project is of **1st** priority to the applicant.
- (b) The estimated probability of this project being started in year noted above is:
 (Circle One) High
 Medium
 Low

Prepared By: **Dean Haen, Port Manager**
 Date: **January 31, 2011**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011

Send to: WDOT

Bureau of Railroads & Harbors

P. O. Box 7914

Madison, Wisconsin 53707-7914

Port of Green Bay

Harbor Name

Brown County Port & Solid Waste Department (Brown County)

Responsible Local Unit of Government

(County, City, Village or Town)

Improvements Proposed in Calendar Year **2013**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: Port of Green Bay Slip and Dock Wall Deepening Project

Dredge the necessary slips and dock walls to St. Lawrence Seaway specification of 26'3". Presently the slips are approximately 24'. The Fox River Dock slip would need to be dredged at an estimated cost of \$600,000. The Western Lime Company dock wall would need to be dredged at an estimated cost of \$300,000. WPS, Flint Hills Resources, Sanamax, St. Mary's Cement, RGL Holdings, C. Reiss Coal, LaFarge, NE Asphalt and Georgia-Pacific would also have to be dredged. Estimated dredging cost of an additional \$2.5 million.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) WI DOT HAP (80%)	\$ 2,720,000
(b) Brown County (20%) (Terminal Operators)	\$ 680,000
(c)	
(d)	
	<u>\$ 3,400,000</u>
	Total

PART III Rank & Probability

- (a) Of the projects listed for the year noted above, this project is of 2nd priority to the applicant.
- (b) The estimated probability of this project being started in year noted above is:
(Circle One) High
Medium
Low

Prepared By: **Dean Haen, Port Manager**

Date: **January 31, 2011**

**THREE-YEAR HARBOR DEVELOPMENT
STATEMENT OF INTENTIONS**

Due: April 1, 2011
Send to: WDOT
 Bureau of Railroads & Harbors
 P. O. Box 7914
 Madison, Wisconsin 53707-7914

Port of Green Bay
 Harbor Name

Brown County Port & Solid Waste Department (Brown County)
 Responsible Local Unit of Government
 (County, City, Village or Town)

Improvements Proposed in Calendar Year **2012**

Instructions: Complete one of these sheets for each project contemplated in calendar 2012, 2013 and 2014. Include only those projects that benefit COMMERCIAL TRANSPORTATION. Examples include dredging, dredge disposal and dock wall construction.

PART I Project Description and Objective(s)

Project Name: East Shore Public Port Terminal

Purchase river front property 300' x 1600' along Fox River, presently owned by Green Bay Packaging, Inc., Proctor & Gamble, and Georgia-Pacific for creation of a public terminal facility. Construction of 1,000 lf of dock wall along Green Bay Packaging, Inc., including major dock face, sheet piling, anchors, bumper guards. Construction of an access road from the river front to Quincy Avenue along Interstate Highway 43 through Green Bay Packaging, Inc., property. Relocate Georgia-Pacific intake clarifier. Remove old railroad tracks and prepare property for port commerce.

PART II Project Resources

<u>Expected Funding Sources</u> (All types)	<u>Amount</u>
(a) WI DOT HAP (80%)	\$8,000,000
(b) Brown County (20%) (Green Bay)	\$2,000,000
(d)	
(d)	
	<u>\$10,000,000</u>
	Total

PART III Rank & Probability

- (a) Of the projects listed for the year noted above, this project is of 1st priority to the applicant.
- (b) The estimated probability of this project being started in year noted above is:
- (Circle One) High
 Medium
 Low

Prepared By: **Dean Haen, Port Manager**
 Date: **January 31, 2011**

No. 9f -- **RESOLUTION TO APPROVE TOWER AND GROUND SPACE LICENSE AGREEMENT**

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

Ladies and Gentlemen:

WHEREAS, Brown County is currently installing a new public safety communications system; and

WHEREAS, the new communication system requires the County to install telecommunications towers or to place telecommunications equipment on existing towers or other structures at various locations in the County; and

WHEREAS, the Department of Public Safety Communications (DPSC) has negotiated a License Agreement for space on an existing tower owned by the United States Cellular Operating Company LLC (U.S. Cellular) and located in the Town of New Denmark; and

WHEREAS, DPSC has negotiated the attached license agreement with U.S. Cellular for space on their tower and on the ground adjacent to the tower; and

WHEREAS, the License Agreement requires the County to pay a license fee of \$6,000.00 the first year with annual increases of 4% above the license fee for the prior year in future years up to 20 years; and

WHEREAS, DPSC requests authorization to enter into a License Agreement with U.S. Cellular on these terms.

NOW, THEREFORE, BE IT RESOLVED the Department of Public Safety Communications is authorized to enter into a License Agreement with U.S. Cellular on terms as set forth above and in the attached draft.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE
EXECUTIVE COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund, since the license agreement payments were included in the 2012 budget.

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

Approved by: \s\ Troy Streckenbach, County Executive

Date: 3/27/2012

**ATTACHMENT TO RESOLUTION #9f
ON FOLLOWING PAGE.**

TOWER AND GROUND SPACE LICENSE AGREEMENT

This Tower and Ground Space License Agreement (hereinafter referred to as the "Agreement") is made and entered into the ____ day of _____, 2012, by and between United States Cellular Operating Company LLC, a Delaware limited liability company, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (hereinafter referred to as "Licensor") and _____ (hereinafter referred to as "Licensee").

WHEREAS, Licensor has a leasehold interest in certain real property located at 6225 Wanek Road, Denmark, WI at coordinates 44.341383 Latitude, -87.861208 Longitude (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Licensee's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space"), collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space", for Licensee's public safety radio telephone base station.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space with three (3) Sinclair model # SE419-SF3P4LDF type antennas, with one (1) Bird Tech model # 428B-83H-01 tower mounted amplifier, at a radiation center height of two hundred sixty feet and one half of a foot (260.5') above ground level, one (1) Sinclair model # SC229-SFXLDF type antenna, at a radiation center height of two hundred sixty feet (260') above ground level, one (1) Sinclair model # SC229-SFXLDF type antenna at a radiation center height of eighty feet (80') above ground level, all with six (6) runs of coax, more particularly described in Exhibit B, oriented in such directions as shall be in accordance with Licensee's needs, subject to existing attached devices of other users;

(b) Occupy a 20' x 50' area of ground space adjacent to the Tower with Licensee's public safety radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Licensee's cabinet, transmission lines, radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Licensee's Equipment."

(c) Extend and connect lines for signal carriage and amplifier power between Licensee's antennas upon the Tower and Licensee's Equipment upon the ground;

(d) Extend and connect utility lines and related infrastructure between Licensee's Equipment and suitable utility company service connection points;

(e) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein; and

(f) Licensor's right of access to the Site is an easement granted in the underlying Prime Lease between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site.

2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's Equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used at the leased Site. Licensee shall not install any equipment or commence any work on the Tower or Site until Licensor approves, in writing, Licensee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not approve Licensee's site plan, plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower or the Site.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which Licensee has been granted a license and the portion of the Site for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the tower and the Site shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this Agreement shall be five (5) years, commencing on the earlier of installation or April 1, 2012 (herein referred to as the "Commencement Date"). Thereafter, provided that it has faithfully performed its obligations under this Agreement, Licensee may extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for three (3) renewal terms of five (5) years each. Licensee's extension of each renewal term shall occur automatically unless Licensee notifies Licensor, in writing, of Licensee's intention not to renew this Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional renewal term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this Agreement in the basic amount of Six Thousand and 00/100 Dollars (\$6,000.00) per year which amount shall be due on the Commencement Date, and annually on the first day of the Commencement Date month thereafter ("License Fee"). Rent for any fractional month shall be prorated. Payments not received by the tenth day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the anniversary of the Commencement Date, and for the duration of this Agreement, the amount of the annual License Fee which Licensee shall pay to Licensor shall be increased by an amount equal to four percent (4%) of the License Fee in effect during the previous year. Until further notice, checks should be made payable to United States Cellular Operating Company LLC and mailed to c/o U. S. Cellular, P.O. Box 958814, St. Louis, MO 63195. Licensor's FEIN is 36-3363349. Annual rent is due and payable without a requirement that it be billed by Licensor. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without

limitation, attorneys fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Site; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Site, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location or appearance thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval. Licensor shall have the right to approve the plans, specifications and contractor prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, all at Licensee's expense. Licensee shall have twenty-four (24) hour access for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower or Site has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower or the Site.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas ("Licensee's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensors, and shall equitably share in all expenses incurred by Licensors as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensors, within 30 days following receipt of an invoice from Licensors, for reasonable expenses or costs incurred by Licensors to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment at the Site.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensors and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$5,000,000 covering personal injury and property damage, completed operations, independent contractors and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, and shall include a waiver of subrogation in favor of Licensors. Licensee shall provide Licensors with certificates of insurance evidencing the required coverage and shall give Licensors thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or

without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Licensee's Interest. Licensee's interest under this Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this Agreement and Licensee and any assignee shall be jointly and severally liable under this Agreement. Any other assignment of this Agreement by Licensee shall require Licensor's prior written consent.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefore. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of the License Fee or any other payment required to be made by Licensee hereunder, as and when

due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this Agreement without further obligation under this Agreement other than the removal of Licensee's Equipment.

21. Termination.

(a) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this Agreement without penalty upon 180 day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements at their original cost and assume Licensor's obligations at the Site. THIS 180 DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

(b) Licensee shall have the right to terminate this Agreement at any time upon thirty days prior written notice by Licensee.

22. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay the License Fee while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

23. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this Agreement shall terminate on the date of condemnation or sale. Upon termination of this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder

and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this Agreement shall terminate. If either Licensor or Licensee elects to terminate this Agreement, Licensor shall reimburse Licensee the pro rata share of the annual License Fee that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

24. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this Agreement.

25. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

26. Binding Effect. All of the covenants, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

28. Modifications. This Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

30. Authority. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

31. Environmental.

(a) Definitions. For purposes of this Agreement, the Term “Hazardous Substances” shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, “Hazardous Wastes” in the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this Agreement, the term “Environmental Laws” shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Licensee. Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold Licensors harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney’s fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Lease Premises if caused solely by Licensee or persons acting under the direction and control of Licensee. Licensee shall execute such affidavits, representations and the like from time to time as Licensors may reasonably request concerning Licensee’s best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises.

(c) Licensors shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensors shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney’s fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Licensee or person acting under the direction and control of Licensee. Licensors shall execute such affidavits, representations and the like from time to time as Licensee may reasonably request concerning Licensors’ best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this Agreement, the provisions of this Section will survive the expiration or termination of this Agreement and either party shall have the right to summarily terminate this Agreement, without giving notice required under this Agreement, in the event of default of the other under this Section.

32. Relationship of Agreement to the Prime Lease. The parties acknowledge that Licensors’ interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensors and Licensee acknowledge and agree that in the event Licensors’ rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Licensors and Licensee each

covenants to comply with the terms and provisions of said Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

33. Applicable law. This Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

34. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: United States Cellular Operating Company LLC
c/o U.S. Cellular
Attention: Real Estate Department
8410 West Bryn Mawr Avenue
Suite 700
Chicago, Illinois 60631

LICENSEE: _____

35. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

36. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this Agreement.

37. Notice To Proceed With Construction. Licensee agrees to comply with Licensor's Notice to Proceed With Construction (hereinafter "NTP") process which may include, but is not limited to, the payment of any and all required fees to obtain a third party inspection of Licensee's installation prior to the installation of Licensee's Equipment at the Site.

38. Other. The submission of this Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

END OF AGREEMENT - SIGNATURE PAGE TO FOLLOW

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this *Tower and Ground Space License Agreement* as of the day and year first above written.

LICENSEE

By: _____
Printed: _____

Title: _____

LICENSOR

United States Cellular Operating Company LLC

By: _____
Printed: _____
Title: Vice President

ACKNOWLEDGEMENTS

STATE OF)
COUNTY OF)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that [name] _____, [title] _____ of _____ [Entity], known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act on behalf of said corporation for the uses and purposes therein stated.

Witness my hand and official seal the ____ day of _____, 2012.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that _____, Vice President of United States Cellular Operating Company LLC, known to me to be the same person who signed the foregoing "Tower and Ground Space License Agreement," personally appeared before me this day and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act of said corporation, for the uses and purposes therein stated.

Witness my hand and official seal the ____ day of _____, 2012.

Notary Public

EXHIBIT A

Legal Description

Attached Hereto and Incorporated Herein

A tract of land located in the Northeast one-quarter of the Northwest one-quarter of Section 32, T. 22 N., R. 22 E., Town of New Denmark.

Commencing at the North one-quarter corner of said Section 32, thence N. 89deg 17' 22" W along the section line 868.79 feet to the point of real beginning, thence continuing N 89deg 17' 22" W along said section line 450.00 feet to the Northwest corner of said Northeast one-quarter of the Northwest one-quarter, thence S 00deg 19' 57" W along the one-sixteenth line 505.70 feet, thence S 89deg 17' 22" E 450.00 feet, thence N 00deg 19' 57" E 505.70 feet to the point of real beginning.

Said tract contains 5.2241 acres of land.

EXHIBIT B

U S Cellular Tower Co-Location Application Form
Attached Hereto and Incorporated Herein

EXHIBIT C

Site Plan
Attached Hereto and Incorporated Herein

No. 10 -- **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. 11 -- **SUCH OTHER MATTERS AS AUTHORIZED BY LAW.**

The County Board thanked Jesse Brunette on his 4 years of service to Brown County.
The County Board thanked Tony Theisen on his 18 years of service to Brown County.

No. 12 -- **BILLS OVER \$5,000 FOR PERIOD ENDING FEBRUARY 29, 2012.**

A motion was made by Supervisor Brunette and seconded by Supervisor Fleck “**to pay the bills for the period ending February 29, 2012**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 13 -- CLOSING ROLL CALL.

Present: Tumpach, De Wane, Nicholson, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: Theisen, La Violette

Total Present: 24 Excused: 2

No. 14 -- ADJOURNMENT TO TUESDAY, April 17, 2012 AT 9:30 A.M., LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

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

Meeting adjourned on Thursday at 12:40 a.m.

ls\ DARLENE K. MARCELLE
Brown County Clerk