

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

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the Brown County Planning, Development & Transportation Committee was held on Monday, May 22, 2017 at Public Works Department, 2198 Glendale Ave., Howard, WI

Present: Supervisors Bernie Erickson, Dave Kaster, Dave Landwehr, Tom Sieber, Norbert Dantine
Also Present: Airport Director Tom Miller, Airport Attorney Gary Wickert, Port & Resource Recovery Dean Haen, Public Works Director Paul Fontecchio, Planning Director Chuck Lamine, Zoning Administrator Bill Bosiacki, Director of Administration Chad Weininger and other interested parties.

**Audio of the meeting is available by contacting the County Board office (920) 448-4015.*

I. Call Meeting to Order.

The meeting was called to order by Chair Bernie Erickson at 8:50 p.m.

II. Approve/Modify Agenda.

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

III. Approve/Modify Minutes of April 24, 2017.

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

Comments from the Public None

1. Review Minutes of:

- a. Board of Adjustment (February 20, 2017 & May 8, 2017).
- b. Harbor Commission (March 20, 2017).
- c. Planning Commission Board of Directors (April 5, 2017).

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to suspend the rules to take Items 1a, b & c together. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to receive and place on file Items 1a, b & c. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Airport

2. An Ordinance to Amend Section 25.09 of Chapter 25 of the Brown County Code of Ordinances Entitled "Conveyors of Public Transportation". *Referred back from May County Board.*

Airport Director Tom Miller apologized for the confusion at last month's PD&T meeting. The ordinance they were seeking to modify and bring up to current standard was section 25.09 that provided for modification to ground transportation which would regulate taxicabs, limousines, shuttles for hire, that could be regulated by a city, village or town. Transportation network companies (TNC) generally were regulated at the state level. Their goal would be to the greatest extent possible to make the rules and requirements the same for all of the various providers of ground transportation and their drivers. Since these companies operate at a different way when it came to obtaining their passengers, everything was not exactly identical; however, all four types of providers and their drivers will be subject to the same fees, general vehicle condition and driver content.

Section 25.09 (3) and (4) impose on taxicabs, limousines and shuttle companies, a background check for drivers as well as factors that include the disqualification of certain persons from being a driver. Provisions in subsection (3) and (4) were the same as the state statute provisions as it related to transportation network companies i.e. Uber and Lyft.

As it related to the fee, all providers would be subject to the same annual fee of \$1,600. The fee was subject to change at budget time. Other airports in the state were charging substantially more than this. It was comparable to what was being charge in Appleton. Dane County was \$4,800 and Milwaukee was a fixed fee per vehicle plus \$3 per trip, but they had the technology to do that. Miller stated they considered several other alternatives as far as managing the ground transportation providers but felt at this time, the fixed annual fee would be the most cost efficient way to go from a standpoint of cost benefit analysis. This was going to generate \$11,000 for them so to physically put a person out there to manage how the ground transportation company work, under a different sort of a fee structure or agreement structure would not be cost effective. The flat fee structure was something they felt was most manageable from a standpoint that with a TNC they don't know how many operators they were going to have at the airport, so it's impossible to set a fee per operator or vehicle. With regard to other types of pickups, the distinction was if they were getting paid for the service, they would have to pay the fee. Hotel shuttles were exempt as there were no specific fees for the service.

As the ordinance was written currently, Uber and Lyft were not paying the airport anything. The revised ordinance required that they enter into an agreement with the airport where they would have to pay them a fee.

Responding to Kaster's questions, Miller informed it was \$250 a year for the cab companies plus \$100 for every vehicle inspection that they used to operate at the airport. Also, you can drop off without having an agreement with the airport; however, anyone who picks up had to have an agreement.

Sieber questioned how they knew who was regulated now; Miller responded they had an agreement with 7-cab companies right now that operated at the airport and regulation tended to be self-policing by other companies. With the new proposed ordinance, the TNC companies had to display a sticker in the lower right hand corner of the windshield which had the Uber or Lyft emblem on it.

Landwehr questioned the insurance aspect for TNCs; Airport Attorney Gary Wickert informed there were three types of insurance coverage that Uber operators were required to have in place. Their individual policy when they were not on the meter or off ping, they had a higher level of coverage that was triggered when they were on the ping, they also had the million dollar umbrella policy that was carried by the TNC company and when asked to do so by one the airports public safety officers, they needed to produce certificate of commercial insurance and generally it was done electronically on the tablet or smartphone they had with them. Subsection (10) of the ordinance stated that each participating driver upon request, off their electronic device, had to be able to show their identity, a color photo, their vehicle, make, model, license plate number and certificate of insurance.

Miller informed that cab companies had to provide the airport with a certificate of insurance. The insurance company was required to tell the airport if the policy had been canceled. They had one cab company that bought insurance by the month and when their policy was about to expire, his insurance company called them. If he didn't come in with a new policy, good for another month, then he was prohibited from operating at the airport.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to open the floor to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY

Mike Hartmann – 17023 Cty F, Kiel

Hartmann represented the Wisconsin Limo Association and his company, Stardust Limousine. He had 6-vehicles and used 1 or 2 to pick up people at the airport, Packer games could generate a little more but not enough to justify the \$1,600. It would take a while to build it into the customer's fee and it would be a big jump. He didn't have a problem with generating money for the airport but \$1,600 was a little repressive for smaller companies. He paid \$4 to pick people up in Milwaukee. \$1,600/year was giving the bigger companies a monopoly, pushing the small operators out.

Hartmann stated concerns with the TNCs; they didn't do good background checks and didn't have to follow the rules as they belonged to the state. Limo companies had to do background checks and had to have vehicle inspections done by the DOT every year; they were a lot more compliant. There were articles stating personal insurance companies were afraid to insure someone that was sometimes for hire. TNCs weren't taking responsibility without a paid passenger in the vehicle but Lyft drivers stated that once they got pinged they were covered. He believed more research needed to be done and suggested talking to Milwaukee and O'Hare about TNCs. Sieber appreciated the information about TNCs but they weren't going away and they couldn't eliminate them.

Hartmann knew the airport did some research on cost for pay-for-pickup but he would like to see a private parking companies come up with a proposal on what it would cost to operate per year and what they thought they would generate for income to see if it was worthwhile in getting a private parking entity to take care of this in Green Bay. Another option was to cut that cost from \$1,600 to \$500 and suggested the change start in 2018.

As far as hotel shuttles, there were no charges because they weren't charging people on the spot but it was probably built into the cost of their hotel room. He felt they needed to take a look at all the angles. Currently everyone policed themselves and if they were going to collect money, the airport needed to police this.

Kaster questioned if he picked up at Appleton; Hartmann informed that he called them but didn't get a call back. He parked behind the taxis; limos were prearranged transportation.

Kurt Wipperfurth – PO Box 9165, Green Bay

Wipperfurth represented his son's company Able Taxi and Tours, LLC; they had 4 vehicles. He had gone through the ordinance and TNCs were the main reason for this change; there was one exemption granted when the statute was passed to give TNCs the ability to go anywhere at any time and charge whatever they wanted. It also kept taxis from being Uber taxis, which existed in other states. They specifically exempted Wisconsin from having taxis as Ubers otherwise most of them would get on their app to take back some market share.

Wipperfurth briefly spoke to notes he provided (attached). He referred to Item 2 on page 3 of his handout re: Reinstate/keep the (3) vehicles per company on GRB property at one time restriction. Wickert explained that the ordinance set certain ground rules, part of the ordinance required limos, shuttles, TNCs and cab companies to have a permit agreement, the permit agreement covered as far as the detail operation for the different types of operators. The 3-cab limit was not in the ordinance but in the permit agreement that they were looking at using. If the ordinance was adopted they then had to get a permit and that was a whole separate agreement between each individual company and the airport.

Wickert furthered that when the state legislation was adopted, to provide for statewide licensing for TNCs, they prohibited cities, towns, villages, counties from having a separate ordinance regulating TNC companies; however, they carved out an exception that said airports could regulate and charge fees to TNCs but they had to operate under identical fee structures as cabs, limousine, shuttle companies and any other vehicle that was for hire, or they would be off to the courtroom because that's what happened in Milwaukee and they lost. The ordinance wasn't done haphazard; there were 2-3 different court cases already in Wisconsin. Everyone was required to have the same insurance and the same background checks per the language in the ordinance.

Wickert gave a brief explanation of how the fee was established noting there were stakeholder meetings for people to attend and they heard murmurs of discontent with regard to a per vehicle charge so they went back and went with the flat fee.

Landwehr questioned Dane County's fee schedule; Miller didn't know if there was an agreement fee in addition or not but he believed it was \$200 per vehicle up to \$4,800. Landwehr stated that he asked about the other airport fees and it was just said it was \$4,800 and there were no qualifiers or talk about per vehicle. The committee replied on Miller and his attorney for accurate information and that not being clarified really rubbed him wrong, they expect Miller and a paid attorney to a higher standard than that. Miller apologized but the point was that the Ubers and Lyfts pay the \$4,800. Landwehr stated they were talking specifically about the affect this would have on small companies going from what could be \$350 up to \$1,600. It was made to leave the perception that that was a minimum flat

\$4,800 fee. Miller apologized and stated there was no intent there to mislead anyone. The intent was to show what other airports were charging in the state. The airport that was closest to their size was Appleton and they were charging a flat \$1,600. They didn't have the ability to charge a per trip charge which was what Milwaukee was charging. Wipperfurth stated if they copied Madison it would be more acceptable, they were a smaller company. Miller stated a number of years ago, the fee for a cab company was \$500 plus a smaller charge for a vehicle inspection. That was changed to lower the annual fee but increase the vehicle inspection fee to more coincide with the cost of actually inspecting a vehicle. It allowed smaller companies to operate at the airport, to the point that during Packer season, it wasn't uncommon for them to have 12-15 operators at the airport. Wipperfurth believed that was before Green Bay decided they were going to give free bus rides and Lamers offered \$5 a seat, affecting taxi companies.

Sieber questioned if Lamers was going to be included in this because they charged a fare, he wanted to make sure they were being fair to everyone and whoever was charging a fare should be included in the ordinance. Miller informed that presently they got a fee from Lamers, it was a per customer fee, a percentage of each ticket, because it was operated so infrequently.

Julie Arnoldi – 511 Clover Ln., Allouez

Arnoldi brought forth concerns regarding the restroom policy, the airport stated they couldn't use the restroom for a half hour after a plane landed. Lots of times a plane came in 10-15 minutes early and it took 15 minutes to get their baggage and they may run people 30-60 minutes away. There had never been restrictions on restrooms and there shouldn't be. They were promised it would be taken out but it wasn't.

Arnoldi was with Yellow Cab, they had 18 cabs and had been around 25 years. They were the largest company around and will go anywhere in the State of Wisconsin. They were being penalized by only being allowed to have 3-cabs at the airport at one time and TNCs can have unlimited.

TNC vehicles worked when they wanted, there were partnerships and ways to get free rides which affected taxis that had to charge, TNCs were all over the place with their rates. Arnoldi reiterated some of Hartmann's TNC concerns and provided additional concerns such as rider safety, maintenance on vehicles, biohazard materials, duplicate charges, age of drivers, being honest with how much they are charging, etc.

Miller informed that the provision regarding the restrooms was put in due to complaints in the past, from other cab companies, who had reported drivers going into the terminal building at the time that passengers were in the baggage claim area and soliciting under the guise of going to the restroom. Wickert informed that the ordinance stated they had to remain within 10' of their vehicles except to use the restroom facilities. There were complaints at the stakeholder meeting about the amount of time so they made it longer and more frequent; they added the 30-minutes within a flight arrival language to restrict them from entering the terminal to alleviate hustling and fighting.

Howard Utter – 2126 Harold, Green Bay

Utter has been with Yellow Cab for 19 years. Being at the airport was a shake of the dice situation, you can get a run or you can sit for 3-hours and not get anything, you take your chances. As far as the TNCs, you don't know if they are licensed, he's seen cars from out of state, people accepting cash when they weren't supposed to. He suggested going on whosdrivingyou.org for TNC info. He had the same issues with Green Bay Taxi, he believed their vehicles weren't licensed or inspected by the police and were allowed to go to the airport to pick up people and not have to pay for it.

Miller informed that Green Bay Taxi Company was not authorized to operate at the airport to pick up passengers, they did not have an agreement with the airport and if they were picking up passengers they were doing it illegally. They can drop off without an agreement.

Darius Parks – Advent Rd., De Pere

Parks owned Platinum Transportation Services, he had 2 vehicles (an 11-passenger shuttle van and an SUV) and was one of the newest transportation companies in the Fox Valley area. When he first heard about the fee he was thinking \$1,600 was a lot of money but he paid it at Appleton; however, he wasn't getting his monies worth there. Before he started his company last year he did Uber and it was to find out who his competition was. Uber wasn't

really a competitor for him but he understood what it was doing to taxi cab companies. Uber only required that they had that bare basic amount for insurance. As a business, he paid \$4,300 a year for one vehicle for insurance. He understood the fee, if broken down came to about \$5 a day but he didn't go to Green Bay that much. He felt the dollar amount was kind of high; he would like to see an arm where every time anyone came in they had to pay \$5, which was fair. That's what was done in Milwaukee. He felt if there was going to be a fee, enforcement should come into play.

Carl Arnoldi – 817 Lincoln, Green Bay

Arnoldi's daughter was a cab driver. He felt there wouldn't be a big argument with a fee if there was enforcement with the rules. His daughter was threatened by Uber drivers, she reported it and nothing was done. They were talking about a lot more than just fees and that's what they should be talking about.

Jim Wuckerer – 12th Ave., Green Bay

Wuckerer represented ELS Limo. He informed that Appleton was presently not charging for limos because of how little they were there. At this time they were looking at a different way of charging them such as a per-trip fee. All of their runs were prearranged and they had records of that so they were trying to work out something of that nature. In Green Bay they may be there once a week, when Packer season started they were probably there 10 times a day. Milwaukee charged them \$5 per trip for a pick up, Chicago was \$4 and they provided parking for them. That was lost in Green Bay since the free shuttle services came in.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY

Wickert addressed several of the concerns and informed that they could not stop Uber and Lyft from operating at the airport; they were going to be there so they had to regulate them and couldn't prohibit them.

They knew enforcement was an issue; it was a question of where they put their dollars. Sieber felt if they were going to have this ordinance they had to have some sort of enforcement. He would like some suggestions to find more enforcement to ensure only licensed people were out there.

Ubers were required to provide their pricing via their app when they booked them. They felt since the TNC customers informed what their fee was going to be before they were transported, there should be something similar for the cab companies which was why they had that provision included.

With regard to there not being scheduled inspection for TNCs and driver conduct, a point was raised that within the ordinance, they had certain rules that applied to the vehicle condition and rules that applied to the drivers, things they could and could not do; it was noted that those sections only applied to the cab, shuttle and limo companies and that was correct. Those do not apply to the TNC companies through the ordinance; those provisions were set when the legislation was adopted in Madison in which he explained previously. However in the permit agreement, they specify for the TNC companies that their vehicles and their drivers had to comply with all the same rules that they made applicable to the cabs, limos and shuttles in the ordinance. They were both going to be regulated, the regulations were identical, one was through the ordinance and one was through the permit. That's what they had to do in order to comply with the state statute.

Geofence was an electronic means of monitoring a vehicle entered a certain zone. In Milwaukee, when an Uber vehicle entered their geofence, it pinged and recorded the fact that they entered the airport for picking up a fare. The airport included the requirement for a geofence to be installed at the airport by the TNC companies so they could monitor how many trips were coming in because if they saw enough trips it may justify spending the money to have the ability to electronically count and charge on a per trip fee. Right now they didn't know how many there were. Miller informed Uber and Lyft offered to put up the geofence. Wipperfurth stated it was to combat the inherent cheating that came along with individuals that were not invested in the Uber and Lyft company brand and were out for themselves on their side hustle. Wickert felt if that was the collateral benefit and helped with enforcement, terrific; however, they put it in there to get information.

Responding to Kaster, Miller informed that Standard Parking operated the parking lot for the airport on a management contract. What was being suggested was that they pay Standard to put in the infrastructure to regulate the ground transportation companies. They looked at the cost of doing that and it was substantially more than what they would recover in the fee structure. The equipment would be obsolete before the fee structure would generate enough money to pay for the equipment and that's why they went with a flat fee. It was tens of thousands and they would have to acquire transponders for all vehicles. Several other suggestions were provided on how to regulate a per trip fee.

Further discussions ensued with regard to what details needed to be provided in the ordinance and permit agreements.

Kaster was interested in a \$250 flat fee and \$100 per vehicle (including limos) up to 13 vehicles, 13 and over \$1,600. Uber would pay \$1,600 because they had more vehicles. Landwehr felt the flat fee per vehicle made the most sense. He felt they needed to partner with ground transportation and work well with them to come up with a system. He added if they had the right to collect money from them they also had the responsibility to police it and make sure it was an even playing field. To him enforcement was number one. Ms. Arnoldi felt there was still unfairness unless they charged a per vehicle fee due to the amount of TNC drivers and the restriction of 3 vehicles per cab company at the airport. It was unfair odds. Several other fee scenarios were suggested and discussed further.

Sieber suggested a motion to refer back to Attorney Wickert to work with Corporation Counsel and Director Miller to sort out the details between the ordinance and permit, the per vehicle fee and enforcement. He asked that they check with the other airports to see if shuttlebuses were included.

Motion made by Supervisor Landwehr, seconded by Supervisor Erickson to impose a \$200 per vehicle fee with a max of \$2,000 and bring back when ready. Vote taken. MOTION CARRIED UNANIMOUSLY

3. Airport Budget Status Financial Report for April 2017 - Unaudited.

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

4. Departmental Opening Summary.

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

5. Director's Report.

Miller provided a handout (attached) and informed that a couple weeks ago they took proposals for a sign at the entrance to the airport. The selection committee chose a sign created by Creative Sign. They budgeted \$90,000 and it came in at \$60,000. They felt the need to put in a changeable message board was important.

They met last month at the house they bought off of Cyrus Rd. Legacy Construction was the lowest bidder at \$18,500 for demolition.

The state awarded a contract for \$927,804 to Peters Concrete to resurface the service road that came in from South Point Rd. all the way to the four-way stop by the hotel and construction started today.

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

Communications

6. Communication from Supervisor Lefebvre re: To PD&T Committee regarding Brown County's future landfill site in location to the headwater of the East River. *Referred from May County Board.*

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to hold for 30 days. Vote taken. MOTION CARRIED UNANIMOUSLY

Port & Resource Recovery

7. Bay Port Property Sale.

Port & Resource Recovery Director Dean Haen informed the property was 1.7 acres of land they couldn't utilize. It was similar to the transaction they did with Northeast Asphalt twice in the last 10-years. One thing they were maintaining was an easement through there so essentially they had access to it to dredge out the pond.

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve the resolution authorizing the sale of Bay Port Property owned by Brown County to Triple P, Inc., d/b/a Peters Concrete Company. Vote taken. MOTION CARRIED UNANIMOUSLY

8. Director's Report.

Haen briefly spoke to his Director's Report located in the agenda packet material.

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

UW-Extension

9. UW-Extension Budget Status Financial Report for April 2017 - Unaudited.

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

10. Director's Report. *No report, no motion necessary.*

Planning and Land Services

Land Information – No agenda items.

Planning Commission

11. Update regarding development of the Brown County Farm Property – standing item.

Planning Director Chuck Lamine stated the project shifted to the UWGB property; he felt they didn't give a whole lot of information on the property that the County Executive and the Chancellor had identified so he provided a map (attached) in which he spoke to. Because it was on University property they had to do an environmental impact statement. They did have in the RFP for the architectural engineering, the intention of having some environmental work done. The UW-system required that it be a separate vendor so they will be coming in the near future with a separate RFP for that work.

For the 63 acres for the research park, they will have to go through an update to the campus plan as well and that will be a separate process and run on a separate timeline as the STEM Innovation building so there shouldn't be any delays associated with that but the intension had been a long term \$1 land lease. They will be working through with the attorneys was coming up with the legal mechanisms to enable private individuals to build buildings on that property. Lamine provided a communication (attached) that was put out. They did get the RFP published, had a site visit and had 17 vendors show up. They had a question and answer period and they answered 32 questions that came from the vendors to clarify the RFP; those responses had been published and they were expecting the RFP responses to come in May 26th. The goal was to have a decision made by July 11th and negotiations on contracts and have it wrapped up by August 1, 2017.

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

12. **Planning Budget Status Financial Report for April 2017 - Unaudited.**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file Items 12, 13 & 14 together. Vote taken. MOTION CARRIED UNANIMOUSLY

13. **Property Listing – Budget Status Financial Report for April 2017 - Unaudited.**

14. **Zoning – Budget Status Financial Report for April 2017 - Unaudited.**

Public Works

15. **Summary of Operations.**

Public Works Director Fontecchio informed they were right on track.

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

16. **Director's Report.**

Fontecchio referred to his Director's Report located in the agenda packet material; he informed projects were going well and noted the issues with the airport parking lot reconstruction.

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

17. **6-Year (2018-2023) Highway & Bridge Capital Improvement Plan (CIP).**

Fontecchio informed the handouts reflected a Normal Bond CIP and a 0.5% Sales Tax CIP. The 0.5% was accelerated. Fontecchio recommended approving both contingent on the 0.5% sales tax passing. Erickson responded that the Director of Administration showed them the dollar plan and the money will be there and told them to approve the 0.5% plan. They had a contingency if something went astray with the approval.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to approve the 0.5% 6-Year Highway Capital Improvement Plan. Vote taken. MOTION CARRIED UNANIMOUSLY

Register of Deeds – No agenda items.

Other

18. **Acknowledging the bills.**

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to acknowledge receipt of the bills. Vote taken. MOTION CARRIED UNANIMOUSLY

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

20. **Adjourn.**

Motion made by Supervisor Landwehr, seconded by Supervisor Kaster to adjourn at 11:50 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Alicia A. Loehlein,
Recording Secretary

Comments on proposed change to Brown County Ordinance Section 25.09

The current proposed changes, while constructed by nominally requesting feedback from affected parties, does not really incorporate their wishes and threatens to, over time, negatively impact the amount and quality of ground transportation at Austin Straubel International Airport (GRB) for many reasons, to include those mentioned below.

1. **Enforcement.** By far the largest and most mentioned concern by potential providers at the GRB listening session:
 - a. Aside from many of the terms being overly vague and perhaps even misleading, NOWHERE in the proposed change does it delineate the manner in which reported infractions will be handled, nor by whom.
 - b. The level of enforcement of the current airport contracts is lacking, to be kind. The reaction time of airport personnel to complaints is hard to average because of the many times that reports are perceived to be ignored or the airport personnel miss the opportunity to enforce because the subject leaves before proper investigation is commenced.
2. Equal treatment for all potential providers:
 - a. The document starts out with practically identical wording for all providers but then requires vastly different signage and marking for taxi vehicles that are not required of any other type of provider. i.e. external marking visible up to 50 feet away, fare quotes (even giving a pricing requirement for the outside of the vehicle).
 - b. No vehicle requirements were “molded” into the proposed changes for TNCs.
 - c. No provision for ad-hoc inspections of TNC vehicles.
 - d. No Driver Conduct and Appearance standards for TNC drivers.
 - e. No requirement for TNCs to have any Driver Conduct and Appearance standard nor to have them enforce the same.
 - f. In the minutes posted online (on May 10th) from the April 24th Planning, Development & Transportation Committee meeting, several comparisons were made to other airports like Appleton International (ATW) and Dane County Regional Airports (MSN) with the intent at making it seem as though the proposed changes were going to be on par with these airports. It looks like there was a bit of misleading (or at least glossed over) information provided.
 - i. Smaller companies pay less than larger companies at MSN. \$200.00 per vehicle up to the maximum \$4,800.00.
 - ii. \$1600.00 per company is indeed the amount paid per year at ATW but ATW restricts the number of vehicles per company. They have a lower volume of business and of available taxi companies, as well.
 - iii. Some smaller taxi companies came back to the airport when ATW went from a lease to permit system last year, but soon realized they were unable to earn enough money to break even.
 - iv. At least two taxi companies combined for purposes of registration at ATW (allowed by ATW policy) in order to share the burdensome fee.

- v. The “geofence” required at ATW took a very long time to implement and was only operational and checked on February 10th of this year, more than a year after it was required by Outagamie County Ordinance.
3. Removal of the restriction on the number of taxi vehicles per company on site at the airport at one time:
 - a. This action will allow larger taxi companies like Yellow Cab to “flood” the airport with as many vehicles as they choose, effectively barring other providers from access to staging areas and therefore income necessary to pay off the huge amount of money required by the ordinance changes. Yellow Cab has done this in the past, and has stated publically their intention to do it again if the current three vehicles per company restriction is removed. Yellow Cab even created a second taxi company, Ace Taxi, to get around the current restriction when it was implemented several years ago, even though all the information on the outside of the Ace taxis except the company name advertise for Yellow Cab, to include the phone number and web address.
 - b. The effect of removing this restriction will be denying opportunity of access to staging area to small and medium sized companies because the larger companies like Yellow Cab and Astro Taxi will max out the available staging area spaces.
4. Universal requirement for permit if any provider picks up even one (1) passenger during the period of the permit:
 - a. The committee was misled when it was reported that there are nine companies that would be impacted by these changes. Because the ordinance will only exempt ~~drop-offs~~ ^{drop-pickups}, that means that ALL providers, including the approximately two dozen area taxi companies will be required to pay \$1,600.00 to pick up that one or two passengers that may request their services.
 - b. What if the airline re-routes a passenger from Appleton to Green Bay and they have an on-going relationship with a provider in Appleton? It is common for taxi companies like Fox Valley Cab to pick up their contractual and regular passengers when they are inconvenienced by an airline, for example.
 - c. If a taxi company has a contract to pick up and drop off their clients or employees to get rental cars, they will be penalized if that is the major reason for them accessing GRB roads.
 - d. The current contract was basically used by the airport to require money from taxi companies for the “privilege” of being able to stage under the canopy in the taxi stand and in the “chute” on the opposite side of the parking lot from the airport main terminal. The proposed changes are allegedly going to “reduce congestion”. The congestion reduction will happen because it will force some taxi companies to go out of business because they can no longer effectively earn money at GRB. It is just as likely that the opposite will happen because if a taxi company is required to pay \$1600.00 to pick up a few passengers only during Packers season, they will more than likely be forced to try to stage at the airport in order to earn more money to pay this unreasonably high (I want to say extortion, but that would not be politically correct, so I won’t.) fee. If you are not connected to or familiar with the taxi industry in the Green Bay area, \$1600.00 may seem reasonable, but in many cases that can represent much more than 100% of profit derived from GRB transportation services.

Less than half of the taxi companies in Green Bay have chosen to do regular business at GRB.

5. Law Compliance and Background Checks:

- a. Requiring all providers to, “abide by applicable laws of the United States and all applicable Statutes, codes, ordinances, rules and regulations of the State of Wisconsin, Brown County...”, etc without setting forth who will hold them accountable and how infractions reported to GRB or Brown County officials will be processed.
- b. **This is notice given**, that there is almost a 100% certainty that TNC drivers like those who work for Uber, are violating state statute 102.07(8)(b) for classification of workers. They all state they are independent contractors, but I have yet to meet a TNC driver that 1) operates their own, separate transportation business nor do they 2) have a separate TIN for their “subcontracting” business. There are seven other criteria that all have to be affirmatively answered in order for an individual to legally claim that they are an Independent Contractor in the state of Wisconsin. Will you turn a blind eye to this illegal activity once the ordinance changes are official?
- c. Letting basically unmarked Uber and Lyft vehicles operate on site at GRB will make most enforcement of the proposed ordinance changes extremely difficult if not impossible. Many Uber drivers cheat. They print up business cards with their personal phone number for purposes of evading the legal use of the company App. They illegally take street hails (440.445(4)). Uber started operations in Wisconsin illegally and they allegedly used illegal computer programs to avoid being caught in enforcement “stings” in various states. Uber is currently under Federal investigation for that practice.
- d. Requiring that each company be licensed by a city and then requiring background checks that are redundant with those required to obtain a Public Vehicle Driver License from the City of Green Bay is unnecessary. It also may be at odds with the TNC statute to require city licensing.

Corrections suggested:

1. Institute a \$200.00 per vehicle, per year fee, up to a maximum of \$1,600.00 per company. All vehicles in the company would then be permitted for airport access, regardless of the number after the maximum was reached. State statute only requires the fees charged to TNCs be equal or less than those charged to other types of transportation providers.
2. Reinstate/keep the three (3) vehicles per company on GRB property at one time restriction to avoid eventually driving out the smaller taxi companies. Failure to do this could eventually lead to GRB being at the mercy of the larger companies if they decide to reprioritize their vehicles to another contract or location in the future, thereby leaving GRB with inadequate ground transportation resources.
3. Require ALL providers to display a Permit Tag prominently in each permitted vehicle (No. It isn't in the proposed changes.) in order to aid both in identifying authorized providers and in any required enforcement actions.
4. Require ALL providers to be clearly marked by signage that is visible up to 50 feet away. This will aid both the public and GRB to identify authorized ground transportation providers. TNCs and Limousines can use magnetic signs while engaged at the airport if they

don't want to use permanent vinyl or paint. Not all vehicles used by limousine companies are stretched vehicles.

5. Allow the background checks performed by the Green Bay Police Department, which include State of Wisconsin and FBI databases for all transportation providers and only require 25.90(3)b. of any company that has drivers not in possession of Green Bay Public Vehicle Drivers Licenses. I could not find any statute that required GRB to mirror state statute requirements for TNCs onto taxi companies. Also, if you require background checks, require GRB or County personnel to get copies and review each one.
6. Remove the requirement to post ALL charges on the outside of each taxi vehicle. The requirements are vague to begin with. Also, probably 90% of potential passengers won't pay attention to it, and they would only be able to compare the rates of up to two companies since that is the maximum allowed within sight of the terminal at one time. ...OR require it of ALL providers. What if someone is up going to the bathroom and someone wants to use the third taxi because of rates? Who will police the accuracy of the information posted?
7. Make specific vehicle standards rather than including vague and all-encompassing statements. i.e., no open rust on the exterior greater than the diameter of a quarter or no discolored patches on interior upholstery greater than the size of a dollar bill, etc. As it stands now, if someone's child spills sticky cereal that remains hidden initially until someone sits in the same seat, or if there are bugs on the front bumper of a vehicle, we can be sanctioned.
8. Delineate the "geo-fence" parameters for TNCs to preclude any reception of electronic requests while the TNC vehicle is on airport property, the same way that it is done at ATW. Also require that the "geo-fence" be installed, tested and verified prior to TNC access to GRB.

102.07(8)

(b) An independent contractor is not an employee of an employer for whom the independent contractor performs work or services if the independent contractor meets all of the following conditions:

1. Maintains a separate business with his or her own office, equipment, materials and other facilities.
2. Holds or has applied for a federal employer identification number with the federal internal revenue service or has filed business or self-employment income tax returns with the federal internal revenue service based on that work or service in the previous year.
3. Operates under contracts to perform specific services or work for specific amounts of money and under which the independent contractor controls the means of performing the services or work.
4. Incurs the main expenses related to the service or work that he or she performs under contract.
5. Is responsible for the satisfactory completion of work or services that he or she contracts to perform and is liable for a failure to complete the work or service.
6. Receives compensation for work or service performed under a contract on a commission or per job or competitive bid basis and not on any other basis.
7. May realize a profit or suffer a loss under contracts to perform work or service.
8. Has continuing or recurring business liabilities or obligations.
9. The success or failure of the independent contractor's business depends on the relationship of business receipts to expenditures.



CLIENT: AUSTIN STRAUBEL AIRPORT
LOCATION: 2077 AIRPORT DR, SUITE 18, GREEN BAY
DRAWN BY: RILLY
SALESPERSON: KELIL
DATE: 04/19/2017
DESIGN #: D11422
PAGE: 2

REVISION LOG:	INITIALS	DATE	DESCRIPTION
---		00/00/0000	DESCRIPTION

PYLON SIGN
 SEE PAGE 1

- COLORS:**
- P-1 MPI3795 GRAY/OLA (MATCH PMS 4334)
 - P-2 IMPROCESS BLUE LIGHTING (MATCH PMS 2850)
 - P-3 PAINT NAME
 - C-4 BLACK
 - C-5 WHITE
- CUSTOMER SIGNATURE FOR DESIGN APPROVAL:**

DATE

MONUMENT: OPT 1

A NIGHT VIEW
 1 SCALE: NTS



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CLIENT: AUSTIN STRAUDEL AIRPORT
LOCATION: 2077 AIRPORT DR, SUITE 18, GREEN BAY
DRAWN BY: RLL V
SALES/PERSON: KELLIL
DATE: 04/19/2017
DESIGN #: 011422
PAGE: 1
REVISION/LOG: INT DATE DESCRIPTION
 01/03/2020

MONUMENT SIGN

QUANTITY: 1
SIDES: 5F
LIGHTING: LED (WHITE)
ACCENT LIGHTING: BLUE LED
CABINET: FABRICATED ALUMINUM (24")
FACES: 125" ALUMINUM
LOGO: 2" HCU LAMINATED W/ 063" ALPHA
FONT: LOGO: HELVETICA NEUE CONDENSED
SIDE 2 LETTERS: FLAT CUT 125" ALUM. LETTERS
VINYL: PREMIUM W/ GLOSS LAM
MOUNT: FLUSH TO FACE
REVEAL: HEIGHT (4")

MESS CENTER: 12MM OR 16MM WATCHFIRE (RGB)
RF VS FIBER: RF
TEMP PROBE: YES

POLE COVER: FABRICATED ALUMINUM (60" x 36")
PHOTO EYE: TBD
MOUNTING: DIRECT EMBEDMENT

INSTRUCTION: CSC TO PRODUCE AND INSTALL
 5F ILLUMINATED MONUMENT SIGN

COLOURS:

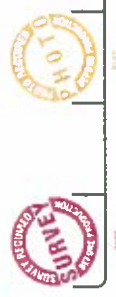
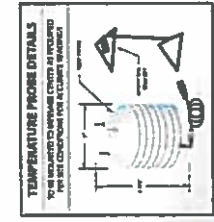
- 01 P-1: 2 MP 13795 GRAY/OLA MATCH PMS 4330
- 02 P-2: 2 MP0225 BLUE LIGHTING (MATCH PMS 2838)
- 03 P-3 MP 41 342SP - SILVER METALLIC
- 04 C-4 BLACK
- 05 C-5 WHITE

THIS IS A PRELIMINARY STRUCTURE FOR DESIGN APPROVAL

DATE

*** MONUMENT OPT 1**

ID CABINET - 79 SQ FT
EMC - 28 SQ FT
TOTAL - 107 SQ FT



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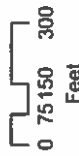
Phoenix Innovation Park Site



Legend

-  Parcel
-  Subject Property

1 inch = 300 feet



This map is prepared for advisory purposes only. It is not intended to be used for legal proceedings and should not be used for any other purpose. The information is based on the best available information and is subject to change. No warranty is made by the County of Pinal for any use of this map.

Map Printed: 5/22/2017

From: Lamine, Chuck F.
Sent: Monday, May 22, 2017 1:58 PM
To: Knudsen, Judy A.; Kelly Ellis (Kelly@einsteinproject.org); 'katersj@uwgb.edu'; Pinkston, Paul (pinkstop@uwgb.edu)
Cc: Marsh, Doug S.; annie@einsteinproject.org; Van Gruensven, Sheryl (vangruess@uwgb.edu); DeNamur, Dale C.; Fontecchio, Paul A.; Meyer, Kathy A.
Subject: STEM Innovation Center Building Architecture and Engineering RFP Scoring Team
Importance: High

Dear STEM Center Partners,

Brown County is in the process of establishing the STEM Innovation Center Building Architecture and Engineering Request for Proposals (RFP) Scoring Team. The RFP document is linked below:
http://www.co.brown.wi.us/i_brown/d/purchasing/Projects/Open/2131_rfp_stem_innovation_center_a-e_services_04272017_w.bookmarks.pdf?t=1493754070

The following representation to the scoring team has been suggested:

Chuck Lamine - Brown County Planning and Land Services Department
 Doug Marsh - Brown County Public Works Department – Facilities
 Representative – Brown County UW Extension
 Representative - The Einstein Project
 Representative – UW Green Bay, College of Science and Technology
 Representative – UW Green Bay, Facilities Management

Please let me know as soon as possible if you are willing to serve on the RFP Scoring team or if you would prefer to designate a representative of your organization to serve on the team.

The tentative schedule with anticipated RFP Scoring Team meetings highlighted in yellow is as follows:

	Date	Time (CDT)
Standing Committee: Recommended for Approval by Planning, Development & Transportation Committee	March 27, 2017	
County Board Approval to Publish RFP	April 19, 2017	
RFP Published	May 2, 2017	
RFP Non-Mandatory Site Visit	May 12, 2017	9:30 AM
RFP Questions Due, Post Site Visit	May 16, 2017	3:00 PM
RFP Questions & Answers Published	May 18, 2017	3:00 PM
RFP Responses Due from Vendors	May 26, 2017	3:00 PM
Preliminary RFP Review to address potential budget issues	May 31, 2017	
Selection Team Kickoff Meeting	June 2, 2017	
Preliminary Scoring Meeting from proposal review	June 16, 2017	
Interviews if required by	June 30, 2017	
Reference checks if required by	July 7, 2017	
Consensus Scoring Meeting	July 11, 2017	
Send out Thank You & Intent to Award Letters by	July 14, 2017	
Contract Negotiations / Complete Contract Signing by	August 1, 2017	

Please let me know if you have any questions and thank you for your consideration.

Chuck

Chuck Lamine, AICP
Planning Director
Brown County Planning Commission
Planning and Land Services Department
305 E. Walnut St. Rm 320
P.O. Box 23600
Green Bay, WI 54305-3600

920-448-6484
Fax 920-448-4487

Lamine_cf@co.brown.wi.us
www.co.brown.wi.us/planning

PUBLIC WORKS DEPARTMENT



2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

TO: Troy Streckenbach, County Executive
FROM: Paul Fontecchio, P.E.
DATE: May 11, 2017
RE: Public Works 6-Year Capital Improvement Plans

The following table is a summary of Highway and Facility Management's 6-year capital improvement plans assuming the proposed 0.5%, 6-year sales tax proposal is approved. Attached are the respective 6-year plans for both Highway and Facility Management.

Year	Highway	Facilities	Total
2018	\$9,264,687	\$ 733,500	\$9,998,187
2019	\$9,368,847	\$ 630,000	\$9,998,847
2020	\$9,239,947	\$ 760,000	\$9,999,947
2021	\$9,137,947	\$ 857,500	\$9,995,447
2022	\$8,402,947	\$1,550,000	\$9,952,947
2023	\$7,652,447	\$1,112,000	\$8,764,447
Total	\$53,066,822	\$5,643,000	\$58,709,822

This 6-year plan allows for roughly an additional \$5 million in facility improvements and it allows for the accelerated/additional highway projects:

Moved To	Moved From	Project	Cost	Municipality
2018	2020	CTH PP Resurfacing (STH 96 – Shirley Rd)	\$1,237,500	T. Wrightstown
2019	2020	CTH PP Resurfacing (Shirley Rd – CTH W)	\$1,237,500	T. Rockland
2020	2021	STH PP Resurfacing (Man-Cal Rd – STH 96)	\$2,900,000	T. Holland, T. Wrightstown
2020	2022	CTH PP Resurfacing (CTH W – Viking Lane)	\$1,045,000	T. Rockland, T. Ledgeview, C. De Pere
2021	2022	CTH W Resurfacing (STH 96 – CTH PP)	\$3,850,000	T. Rockland, T. Glenmore, T. Wrightstown, T. Morrison
2021	Not Sch.	CTH KB Roundabout (Between I-43 & CTH R)	\$ 750,000	V. Denmark
2022	Not Sch.	CTH HS Roundabout (At White Pine)	\$1,250,000	V. Suamico
2022	Not Sch.	CTH EB CPR* (CTH VK – STH 54)	\$ 680,000	C. Green Bay
2022	Not Sch.	CTH C (CTH FF – Greenfield Ave)	\$3,240,000	V. Howard
2022	Not Sch.	CTH C (Greenfield Ave – Glendale Ave)	\$5,460,000	V. Howard
2023	Not Sch.	CTH XX (East River Bridge – Bellevue St)	\$2,129,000	V. Bellevue
Total Brown County**:			\$16,472,447	

Note: *CPR = Concrete Pavement Repair

**Individual project costs shown are total project costs (County and municipal costs). The Total Brown County value reflects the portion of the projects that are Brown County's share assuming no federal/state dollars are secured through other funding sources - this is that amount of work accelerated or added.