



AGENDA OF THE WATER COMMISSION

MONDAY, JUNE 24, 2024, 8:30 AM

In person at the Green Bay Water Utility.

631 S Adams St

Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:

<https://zoom.us/j/98284055918?pwd=eHBxaWkvNlJ2a3N0RERUWkRsNjVkUT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 982 8405 5918

Passcode: 385002

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

1. Roll call for the Water Commission Meeting for June 24, 2024.

C. Approval of the Agenda.

1. Approval of the Water Commission Meeting Agenda for June 24, 2024.

D. Approval of Minutes.

1. Approval of the Water Commission Meeting Minutes for May 13, 2024.

E. Regular Business.

1. Introduction to new employee, Hailey Heath, HR Generalist.

2. Approval of the 2023 Annual Comprehensive Financial Report; presentation by Baker Tilly.

3. April 2024 Financial Report

4. Approval of the Amended and Restated Water Tower License Agreement with Verizon

5. Approval of the proposal to obtain Donohue & Associates to perform a high level PFAS Conceptual Treatment Study.
6. Approval of the proposal to select the "Area A" option from the Lake Station Solar Options provided by Donohue & Associates.

F. Informational.

1. General Manager Update

G. Adjournment.

1. Motion to adjourn the Water Commission meeting of June 24, 2024.

- 1) **ACCESSIBILITY:** Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 2) **QUORUM:** Please take notice that a majority or quorum of the Common Council may attend this Water Commission meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 3) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.



MINUTES OF THE WATER COMMISSION

MONDAY, MAY 13, 2024, 8:30 AM

In person at the Green Bay Water Utility.

631 S Adams St

Virtual attendance is also available via Zoom.

A. ZOOM MEETING INFORMATION.

- I. Join Zoom Meeting Online:

<https://zoom.us/j/98284055918?pwd=eHBxaWkvNlJ2a3N0RERUWkRsNjVkUT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 982 8405 5918

Passcode: 385002

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. ROLL CALL.

- I. Roll call for the Water Commission Meeting of May 13, 2024.

On Monday, May 13, 2024, the Water Commission met in person and virtually via Zoom. President Heugel called the meeting to order at 8:30 a.m. Recording Secretary Beilke called the roll. Six voting commission members: President John Heugel (In Person), Vice President Jamie Wall (In Person), Secretary-Treasurer Tom Karman (In Person), Elizabeth Wheat (Virtually via Zoom), Al Farvour (Virtually via Zoom), and Lynn Gerlach (In Person). Also present: Alder Bill Morgan (In Person, non-voting), Council Representative to the Water Commission, and Attorney William Vande Castle (Virtually via Zoom).

Staff present: Brian Powell, Andrea Hay (Virtually via Zoom), Stephanie Rogers, Russ Hardwick, Jason Maes, Kristin Romanowicz, Meghan Finger and Seng Yang.

C. APPROVAL OF THE AGENDA.

- I. Approval of the Water Commission Meeting Agenda for May 13, 2024.

Moved by Tom Karman, seconded by Jamie Wall to approve the agenda. Motion Passed. Voice vote being had, the motion passed unanimously.

D. APPROVAL OF MINUTES.

- I. Approval of the Water Commission Meeting Minutes for April 8, 2024.

Moved by Jamie Wall, seconded by Lynn Gerlach to approve the minutes. Motion Passed. Voice vote being had, the motion passed unanimously.

E. REGULAR BUSINESS.

- I. March 2024 Financial Report

Moved by Thomas Karman, seconded by Lynn Gerlach to receive and place on file. Motion Passed. Voice vote being had, the motion passed unanimously.

F. INFORMATIONAL.

- I. Safety Report

Safety Coordinator Seng Yang presented the Safety Report.

2. General Manager Update

General Manager Brian Powell provided the commission with updates on the following initiatives within our organization.

1. Rate Case Update. Business Manager Stephanie Rogers discussed the status of the Rate Case. Commissioner Tom Karman volunteered to attend the PSC's Public Notice hearings.

2. PFAS Update

3. 36" Transmission Main Leak

4. Meetings with New Alders

5. Meetings with Critical/Large Customers

6. City Hall Academy - May 9th Session at the Water Utility.

7. Meghan Finger, Education and Outreach Coordinator was given the 2024 Young Professional of the Year Award from the Public Relations Society of America Northeast Wisconsin Chapter.

8. Workforce Report

a. Upcoming Changes

i. HR Generalist - Shared Position

G. ADJOURNMENT.

I. Motion to adjourn the Water Commission meeting of May 13, 2024.

Moved by Tom Karman, seconded by Jamie Wall to adjourn. Motion Passed. Voice vote being had, the motion passed unanimously.



Reporting and insights from the 2023 audit:

Green Bay Water Utility

December 31, 2023

Executive summary

June 3, 2024

To the Board of Commissioners
Green Bay Water Utility

We have completed our audit of the financial statements of Green Bay Water Utility (Utility) for the year ended December 31, 2023, and have issued our report thereon dated June 3, 2024. This letter presents communications required by our professional standards.

Your audit should provide you with confidence in your financial statements. The audit was performed based on information obtained from meetings with management, data from your systems, knowledge of the Utility's operating environment and our risk assessment procedures. We strive to provide you clear, concise communication throughout the audit process and of the final results of our audit.

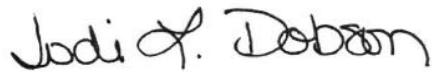
Additionally, we have included information on key risk areas the Utility should be aware of in your strategic planning. We are available to discuss these risks as they relate to your organization's financial stability and future planning.

If you have questions at any point, please connect with us:

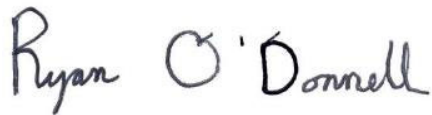
- Jodi Dobson, Partner: jodi.dobson@bakertilly.com or +1 (608) 240 2469
- Ryan O'Donnell, Senior Manager: ryan.odonnell@bakertilly.com or +1 (608) 240 2606

Sincerely,

Baker Tilly US, LLP



Jodi Dobson, Partner



Ryan O'Donnell, Senior Manager

THIS COMMUNICATION IS INTENDED SOLELY FOR THE INFORMATION AND USE OF THOSE CHARGED WITH GOVERNANCE, AND, IF APPROPRIATE, MANAGEMENT, AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED BY ANYONE OTHER THAN THESE SPECIFIED PARTIES.

BAKER TILLY US, LLP, TRADING AS BAKER TILLY, IS A MEMBER OF THE GLOBAL NETWORK OF BAKER TILLY INTERNATIONAL LTD., THE MEMBERS OF WHICH ARE SEPARATE AND INDEPENDENT LEGAL ENTITIES.

Responsibilities

Our responsibilities

As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Reasonable assurance is a high level of assurance.
- Assessing the risks of material misstatement of the financial statements, whether due to fraud or error. Included in that assessment is a consideration of the Utility's internal control over financial reporting.
- Performing appropriate procedures based upon our risk assessment.
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management.
- Forming and expressing an opinion based on our audit about whether the financial statements prepared by management, with the oversight of the Board of Commissioners:
 - Are free from material misstatement
 - Present fairly, in all material respects and in accordance with accounting principles generally accepted in the United States of America
- Our audit does not relieve management or the Board of Commissioners of their responsibilities.

We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of the Board of Commissioners, including:

- Internal control matters
- Qualitative aspects of the Utility's accounting practice including policies, accounting estimates and financial statement disclosures
- Significant unusual transactions
- Significant difficulties encountered
- Disagreements with management
- Circumstances that affect the form and content of the auditors' report
- Audit consultations outside the engagement team
- Corrected and uncorrected misstatements
- Other audit findings or issues

Audit status

Significant changes to the audit plan

There were no significant changes made to either our planned audit strategy or to the significant risks and other areas of emphasis identified during the performance of our risk assessment procedures.

Audit approach and results

Planned scope and timing

Audit focus

Based on our understanding of the Utility and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates
- Implementation of new accounting standards (if applicable)

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about the Utility's current year results.

Key areas of focus and significant findings

Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on non-financial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Payroll	Pension and OPEB liabilities	Long-term debt
Capital assets including infrastructure	Net position calculations	Financial reporting and required disclosures

Internal control matters

We considered the Utility's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of the Utility's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

Required communications

Qualitative aspect of accounting practices

- **Accounting policies:** Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by the Utility are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2023. We noted no transactions entered into by the Utility during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.
- **Accounting estimates:** Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Depreciation	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole
Net pension liability (asset) and related deferrals	Evaluation of information provided by the Wisconsin Retirement System	Reasonable in relation to the financial statements as a whole

There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates, noted above.

- **Financial statement disclosures:** The disclosures in the financial statements are neutral, consistent and clear.

Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for the Utility or that otherwise appear to be unusual due to their timing, size or nature.

Significant difficulties encountered during the audit

We encountered no significant difficulties in dealing with management and completing our audit.

Disagreements with management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Audit report

There have been no departures from the auditors' standard report.

Audit consultations outside the engagement team

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

Uncorrected misstatements and corrected misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no misstatements identified.

Other audit findings or issues

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Utility's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other information in documents containing audited basic financial statements

Annual Comprehensive Financial Report

The Utility's audited financial statements will be included in the Annual Comprehensive Financial Report. Our responsibility for this information does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. We have read the Annual Comprehensive Financial Report to determine whether a material inconsistency exists between the other information and the financial statements. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, was materially inconsistent with the information, or manner of its presentation, in the financial statements.

Official statements

The Utility's audited financial statements are "general purpose" financial statements. General purpose financial statements consist of the basic financial statements that can be used by a broad group of people for a broad range of activities. Once we have issued our audit report, we have no further obligation to update our report for events occurring subsequent to the date of our report. The Utility can use the audited financial statements in other client prepare documents, such as official statements related to the issuance of debt, without our acknowledgement. Unless we have been engaged to perform services in connection with any subsequent transaction requiring the inclusion of our audit report, as well as to issue an auditor's acknowledgment letter, we have neither read the document nor performed subsequent event procedures in order to determine whether or not our report remains appropriate.

Management's consultations with other accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Written communications between management and Baker Tilly

The attachments include copies of other material written communications, including a copy of the management representation letter.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit.

Fraud

We did not identify any known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the Utility's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the financial statements, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

Independence

We are not aware of any relationships between Baker Tilly and the Utility that, in our professional judgment, may reasonably be thought to bear on our independence.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the Utility's related parties.

Other matters

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information which accompanies the financial statements but is not RSI. With respect to the supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the other information, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information, and we do not express an opinion or provide any assurance on it.

Nonattest services

The following nonattest services were provided by Baker Tilly:

- Financial statement preparation assistance
- Succession and workforce planning consulting

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

Audit committee resources

Visit our resource page for regulatory updates, trending challenges and opportunities in your industry and other timely updates.

Visit the resource page at <https://www.bakertilly.com/insights/audit-committee-resource-page>.

Management representation letter



GREEN BAY WATER

631 S. Adams Street
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(920) 448-3480

June 3, 2024

Baker Tilly US, LLP

4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707 7398

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of Green Bay Water Utility (Utility), an enterprise fund of the City of Green Bay (City) as of December 31, 2023 and 2022 and for the years then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position of the Utility and the respective changes in financial position and cash flows in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 15, 2020, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.



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- 2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. We have engaged you to advise us in fulfilling that responsibility. The financial statements include all properly classified funds of the Utility required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, if any, are reasonable in accordance with accounting principles generally accepted in the United States of America.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of accounting principles generally accepted in the United States of America.
- 7) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
- 8) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 9) We have not identified or been notified of any uncorrected financial statement misstatements. All known audit and bookkeeping adjustments have been included in our financial statements, and we are in agreement with those adjustments.
- 10) We are not aware of any known actual, possible, pending, or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with accounting principles generally accepted in the United States of America, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- 11) Guarantees, whether written or oral, under which the Utility is contingently liable, if any, have been properly recorded or disclosed.
- 12) We do not intend to make frequent amendments to our pension or other postretirement benefit plans.



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- 13) Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.

Information Provided

- 14) We have provided you with:
- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the Board of Commissioners or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 15) We have disclosed to you results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 16) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
- a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 17) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.
- 18) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 19) We have disclosed to you all known related parties and all the related party relationships and transactions, including side agreements, of which we are aware.

Other

- 20) We have a process to track the status of audit findings and recommendations.



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- 21) We have identified to you any previous financial audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 22) The Utility has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources or fund balance or net position.
- 23) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities.
- 24) There are no:
 - a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.
 - b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.
 - c) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.
- 25) In regards to the nonattest services performed by you listed below, we acknowledge our responsibility related to these nonattest services and have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.
 - a) Financial statement preparation
 - b) Succession and workforce planning consulting

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.
- 26) The Utility has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.



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- 27) The financial statements properly classify all funds and activities.
- 28) Components of net position (net investment in capital assets; restricted; and unrestricted) are properly classified and, if applicable, approved.
- 29) Provisions for uncollectible receivables, if any, have been properly identified and recorded.
- 30) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
- 31) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 32) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).
- 33) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.
- 34) We have appropriately disclosed the Utility's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy.
- 35) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 36) With respect to the supplementary information, (SI):
 - a) We acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the SI is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.



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- 37) We assume responsibility for, and agree with, the information provided by the Wisconsin Retirement System as audited by the Legislative Audit Bureau relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.
- 38) The auditing standards define an annual report as "a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity's operations and the financial results and financial position as set out in the financial statements." Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditors' report thereon. Our annual report is comprised of the annual comprehensive financial report (ACFR) and meets the definition of an annual report. We have provided you with the final version of the annual report. There are no material inconsistencies between the financial statements and any other information contained within the annual report.
- 39) We have assessed the impact of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, and have determined the impact to be immaterial.
- 40) There have been no changes to our assessment or applicability with regard to all previously effective GASB Statements that were deemed immaterial or did not impact the Utility at the time the statements went into effect.

Sincerely,

Green Bay Water Utility

Signed: Stephanie Rogers

Stephanie Rogers, Business Manager

Signed: Brian Powell

Brian Powell, General Manager

Client service team



Jodi Dobson, CPA

Partner

4807 Innovate Lane
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United States

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Ryan O'Donnell, CPA

Senior Manager

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Accounting changes relevant to Green Bay Water Utility

Future accounting standards update

GASB statement number	Description	Potentially impacts you	Effective date
100	Accounting Changes and Error Corrections		12/31/24
101	Compensated Absences	✓	12/31/24
102	Certain Risk Disclosures	✓	12/31/25

Further information on upcoming [GASB pronouncements](#).

Updated accounting and reporting for compensated absences

The Governmental Accounting Standards Board (GASB) issued its Statement No. 101, *Compensated Absences*, in June 2022. The objective of GASB 101 is to update the recognition and measurement guidance for compensated absences for state & local government employers. It supersedes GASB No. 16, *Accounting for Compensated Absences*, issued in 1992, as well as earlier guidance, and addresses changes resulting from the types of leave now being offered. GASB 101 is effective for fiscal years beginning after December 15, 2023 (i.e., December 31, 2024, and June 30, 2025 year-end reporting entities).

GASB 101 more appropriately reflects a liability *when* a government incurs an obligation for compensated absences, and will improve comparability of reporting between governments that offer different types of leave. It requires that liabilities be recognized for (1) leave that has not been used, and (2) leave that has been used but not yet paid in cash or settled-up via non-cash means. Compensated absences is defined as leave for which employees may receive one or more of the following:

- Cash payments when the leave is used for time off;
- Other cash payments, such as payment for unused leave upon termination of employment, or;
- Noncash settlements, such as conversion to defined benefit postemployment benefits.

Examples of compensated absences provided in GASB 101 include vacation, sick leave, paid time off (PTO), holidays, parental leave, bereavement leave, and certain types of sabbatical leave. Payment or settlement of compensated absences could occur during employment, or upon termination of employment. GASB 101 does not apply to benefits that are within the scope of GASB 47, *Accounting for Termination Benefits*.

GASB 101 requires that a liability should be recognized for leave that has not been used if all of the following are true:

- The leave is attributable to services already rendered;
- The leave accumulates, and;
- The leave is “more likely than not” (i.e., likelihood of more than 50%) to be used for time off or otherwise paid in cash or settled through noncash means (101 provides factors to assess this criteria). (This differs from GASB 16, which required payment to be “probable” to be recognized).

Under GASB 101, governments will now need to accrue for time that has accumulated and is likely to be used, even if the employee is not eligible for a payout upon termination. This was not a requirement under GASB 16, and thus may result in a higher compensated absence liability.

GASB 101 requires liabilities for compensated absences to be recognized in financial statements prepared using the economic resources measurement focus equal to the amount of leave that has not yet been used and leave that has been used but not yet paid or settled. GASB 101 did not change the report for financial statements prepared using the current financial resources measurement focus (i.e., governmental funds).

Other changes in financial statement disclosures include the change in compensated absences liability can now be disclosed as a net change, rather than gross increases/decreases in the liability. Also, governments are no longer required to disclose which fund has typically liquidated the liability.

We recommend that governments begin to review the guidance contained in GASB 101 within the context of your existing compensated absences policies and accounting practices, in order to be better informed in terms of the information that you will need for this implementation.

New guidance on disclosure of certain risks

The requirements in GASB Statement No. 102, *Certain Risk Disclosures* is meant to provide financial statement users with information about certain risks when circumstances make a government vulnerable to a heightened possibility of loss or harm. It requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints.

- (a) The Statement defines a concentration as a lack of diversity related to an aspect of a significant inflow or outflow of resources—for example, a small number of companies that represent a majority of employment in a government’s jurisdiction, or a government that relies on one revenue source for most of its revenue.
- (b) The Statement defines a constraint as a limitation imposed on a government by an external party or by formal action of the government’s highest level of decision-making authority—such as a voter-approved property tax cap or a state-imposed debt limit.

Concentrations and constraints may limit a government’s ability to acquire resources or control spending.

The Statement generally requires a government to disclose information about a concentration or constraint if all of the following criteria are met:

- (a) The concentration or constraint is *known* to the government prior to issuing the financial statements.
- (b) The concentration or constraint makes the government vulnerable to the risk of a substantial impact.

(c) An event or events associated with the concentration or constraint that could cause a substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued.

The disclosures should include a description of the following:

- The concentration or constraint,
- Each event associated with the concentration or constraint that could cause a substantial impact if the event has occurred or has begun to occur prior to the issuance of the financial statements, and
- Actions taken by the government to mitigate the risk prior to the issuance of the financial statements.

Two-way audit communications

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.
- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
 - Identify types of potential misstatements.
 - Consider factors that affect the risks of material misstatement.
 - Design tests of controls, when applicable, and substantive procedures.
- c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs.
- d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. We anticipate that the Utility will receive an unmodified opinion on its financial statements.
- e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- f. Have you had any significant communications with regulators or grantor agencies?
- g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

- a. The entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December, and sometimes early in January. Our final financial fieldwork is scheduled during March/April to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.

**ANNUAL COMPREHENSIVE
FINANCIAL REPORT**

INCLUDING AUDITORS' REPORT

**FOR THE FISCAL YEARS ENDED
DECEMBER 31, 2023 AND 2022**



**GREEN BAY WATER UTILITY
A Departmental Unit of the
City of Green Bay, Wisconsin**

GREEN BAY WATER UTILITY

A Departmental Unit of the
City of Green Bay, Wisconsin

ANNUAL COMPREHENSIVE FINANCIAL REPORT

YEARS ENDED DECEMBER 31, 2023 AND 2022

Prepared by:

Stephanie R. Rogers, CPA, *Business Manager*

Colleen C. Callahan, *Accountant*

*THE MISSION OF THE GREEN BAY WATER UTILITY IS
TO PROVIDE A RELIABLE, HIGH-QUALITY
DRINKING WATER SUPPLY
WITH EXCEPTIONAL CUSTOMER SERVICE AND VALUE.*

WATER UTILITY
City of Green Bay, Wisconsin
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WATER UTILITY

City of Green Bay, Wisconsin

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INTRODUCTORY SECTION



GREEN BAY WATER

631 S. Adams Street
Green Bay, WI 54301
(920) 448-3480

June 3, 2024

A Message from the General Manager

I am pleased to present Green Bay Water Utility's 2023 achievements, a year marked by our dedication to innovation, reliability, and our team. Our team tirelessly ensures our community's access to water throughout the year. We know our role goes beyond water provision - we deliver a vital life necessity, contributing to safety, economic vitality, and touching daily lives in Green Bay. We sold 6.46 billion gallons of water and earned a little more than \$25 million from water sales that directly finance our operations.

In 2023, we conducted high-velocity flushing and satellite leak detection of our distribution system for the fifth time, detecting and repairing twenty leaks. The Utility replaced or rehabilitated about 3.1 miles of water main infrastructure during the year.

Significant advancements were made in ensuring the safety and reliability of our water supply. 157 private galvanized services previously linked to lead were replaced with grant funding from the DNR. We began a new partnership with the Village of Pulaski, which will source its wholesale drinking water from us in the next couple of years.

Our fiscal responsibility was affirmed by receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the 29th year in a row for our 2022 annual financial statements. Alongside our operational focus, we maintained our commitment to community engagement and access to water for all.

In terms of public safety, we ensured water availability at the required pressure and flow rate at every fire hydrant, underscoring our dedication to this vital responsibility.

Indeed, 2023 was a successful year for Green Bay Water Utility. I extend heartfelt thanks to the Water Commission, Mayor, Common Council, and all those whose contributions were invaluable to our progress.

As we look ahead, we promise to continue delivering top-quality drinking water and unrivaled customer service. We are more than a utility - we are a key component of the community we serve.

Very Sincerely,

Brian Powell, P.E.
General Manager
Green Bay Water



GREEN BAY WATER

631 S. Adams Street
Green Bay, WI 54301
(920) 448-3480

Letter of Transmittal

June 3, 2024

To the Board of Waterworks Commissioners and Utility Customers:

FORMAL TRANSMITTAL OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT

The Annual Comprehensive Financial Report of the Green Bay Water Utility for the year ended December 31, 2023, is hereby submitted. This report was prepared by the Utility's Business Manager. Responsibility for both the accuracy of the presented data, and the completeness and fairness of the presentation, including all disclosures, rests with the Utility. To the best of my knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position, results of operations, and cash flows of the Utility. All disclosures necessary to enable the reader to gain an understanding of the Utility's financial activities have been included. This letter of transmittal is designed to complement the Management's Discussion and Analysis (MD & A) and should be read in conjunction with it. The Green Bay Water Utility's MD & A can be found immediately following the report of the independent auditors.

The Utility is a departmental unit of the City of Green Bay, Wisconsin, and its financial statements are included in the City's financial statements as an enterprise fund referred to as the Water Utility.

PROFILE OF THE WATER UTILITY

The Green Bay Water Utility, along with its predecessor (a privately owned company), has been in business for 137 years. The private commercial venture was begun in 1886 by a syndicate of New Englanders and operated under franchises granted by both then-existing Green Bay and Fort Howard communities. A listing of the water rates in force as of October 18, 1887, is

included in the statistical section of this report. In 1894, the group of Connecticut promoters who established the original company sold out to local investors after having operated the system for about eight years. The original private company began operations with three wells, 12 miles of water mains, a pump house with reservoirs and a 12-inch river-crossing main to the west side of the Fox River to supply the community of Fort Howard. When the company sold eight years later to local investors, it had grown to include 29 miles of mains.

Early records were not required, but a 1909 Railroad Commission report lists the locally owned system as having 43.1 miles of main and 4,002 customers, mostly residential. Industrial and commercial users at this early date generally had their own wells.

In 1910, talk began about a municipal owned department, and a referendum overwhelmingly carried, only to have the efforts die there. The price of \$500,000 was rejected by the City Council due to the fact that the amount being considered at that time represented a "staggering" sum. World War I came and went, and the issue resurfaced in 1920. A new referendum was passed, and the system was purchased on November 12, 1920, by the City of Green Bay for \$975,000.

Since inception in 1886, Green Bay had boasted about its pure and abundant water, brought up from deep artesian wells. But growth in population and commercial and industrial activities began to show a strain on the supply. In 1930, the average daily per capita consumption was between 40 and 50 gallons; by 1957, this had mushroomed to nearly 200 gallons.

In addition, the water level, which in 1935 was a mere 95 feet below ground surface, had dropped to 350 feet. The natural reservoir of water could not be replenished as fast as city needs were growing.

By 1952, it was evident that some new source had to be found. Deep, pure, dark blue Lake Michigan was nearby and an attractive source. After meeting with some opposition, work on the \$10 million facility began in 1956. In August of 1957, construction was completed, and on August 10, 1957, the “new” water streamed and bubbled to customers. In November of 1964, the City of Green Bay annexed the Town of Preble, which had 3,516 customers. By 1970, there were 23,000 customers, and to date, there are approximately 36,645.

The water is still being drawn from Lake Michigan, 27 miles to the east of Green Bay, just north of the City of Kewaunee. The maximum pumping capacity during that first year was approximately 13 million gallons per day (MGD). Today, thanks to system upgrades, the maximum pumping and treatment capacity has grown to approximately 42 MGD.

The Utility’s retail service area currently is confined to the City’s boundaries. Wholesale service to the Village of Ashwaubenon began in June 2006, to the Town of Scott in October 2006, to the Village of Hobart in May 2011 and to the Village of Wrightstown in June 2016. Construction and maintenance of all Utility facilities and improvements are the responsibility of the Utility. The Public Service Commission of Wisconsin (PSCW) regulates the Utility’s operations pursuant to Chapter 196 of the Wisconsin State Statutes.

INFORMATION USEFUL IN ASSESSING THE WATER UTILITY’S FINANCIAL CONDITION

The Utility’s retail service area, which is the City of Green Bay, is the third most populous city in Wisconsin, and has continued to experience substantial growth in population and tax base over the past decades.

The city has become one of the State’s predominant manufacturing areas, with particular emphasis on non-durable goods industries. A listing of the 12 largest water consumers is included in the statistical section of this report.

The city has a current estimated population of 106,597. Since 1960, through annexation and consolidation, the City of Green Bay has grown physically from 15.5 square miles to a present area covering approximately 45 square miles. The City’s population density of approximately 2,369 persons per square mile indicates there is ample land for future growth and development.

The 2023 City of Green Bay Capital Improvement Program (CIP) initiated the replacement or rehabilitation of about 3.1 miles of existing distribution water main infrastructure. The City’s Street Resurfacing Program accounted for 1.91 miles of the water main that was replaced. The City’s Street Reconstruction Program accounted for .91 miles of the water main that was replaced. There was .26 miles of water main that was rehabilitated.

In 2023, the Water Treatment Plant started on the engineering for the installation of new insertion mag meters into the transmission lines. This projected is expected to be completed in 2025.

In 2023, a \$11,000,000 generator addition at the lake station was started. Engineering of plans and specifications was completed during 2023. This project is expected to be completed during 2025 due to the long lead times for some components.

In 2023, the Operations section continued to use Satellite Leak Detection to find 20 leaks which were repaired. The Water Utility saw a slight decrease in the number of main breaks in 2023 as in 2022. This was mainly due to the change in weather throughout the year and our continued maintenance of mains.

Long-Term Financial Planning

Annually, the Water Utility Commission adopts a non-appropriated operating budget and a five-year capital budget. Both budgets are used as short and long-term financial plans in conjunction with the Utility’s ten-year master plan to anticipate the needs for the current and subsequent years. In 2022, the master plan update was started with projected finish in early 2024. Monthly analysis of anticipated rate of return and comparison of budget to actual operating income and expense is performed to control costs and avoid potential deficits.

Our strategic plan was updated during 2020. The updated plan covers 2021-2023. A review and update of the plan will be completed during 2024.

Policies Impacting Financial Statements

The Water Utility Commission adopted an investment policy in 2004. Accordingly, available cash is invested in certificates of deposit, money market accounts, the State investment pool, commercial paper, U.S. Treasury securities, savings accounts and interest-bearing checking accounts. To reduce risk, the Utility's portfolio is diversified by security type with maximum allowable allocation by instrument and is further restricted by a minimum credit quality rating for each instrument.

Internal Control

In developing and altering the Utility's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the evaluation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework. I believe that the Utility's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Independent Audit

The current outstanding bond issues require an annual audit by independent certified public accountants. The Utility has retained Baker Tilly Certified Public Accountants, to perform an audit of the Utility's financial records. The Independent Auditors' Report on Financial Statements is included in the financial section of this report. The unmodified opinion expressed by the auditor on the Utility's financial statements, is an assertion that there have been no significant exceptions as to the accounting principles reflected in the financial statements, the consistency of

application of accounting principles, and the adequacy of information disclosures in the financial statements.

Management's Discussion and Analysis

The Governmental Accounting Standards Board adopted standards which require a management discussion and analysis to be part of the basic annual audited financial statements. For Management's Discussion and Analysis for the year ended December 31, 2023, please refer to the financial section in this report.

AWARDS AND ACKNOWLEDGEMENTS

Certificate of Achievement

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Utility for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2022. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized Annual Comprehensive Financial Report, whose contents conform to program standards. Such annual comprehensive financial reports must satisfy both generally accepted accounting principles and applicable legal requirements. A certificate of Achievement is valid for a period of one year only.

The Utility's Certificate of Achievement for Excellence in Financial Reporting for the year ended December 31, 2022, was the twenty-ninth consecutive GFOA Certificate of Achievement received. We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to the GFOA.

Acknowledgements

Preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the entire office staff of the Utility. Appreciation also is extended to all Utility department managers, employees and the

Utility's independent auditors who contributed to its contents. Further appreciation is extended to the Water Utility Commissioners for their interest and support in planning and conducting the financial operations of the Utility in a responsible and progressive manner.

Respectfully submitted,

Stephanie R. Rogers

Stephanie R. Rogers, CPA
Business Manager



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Green Bay Water Utility
Wisconsin**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2022

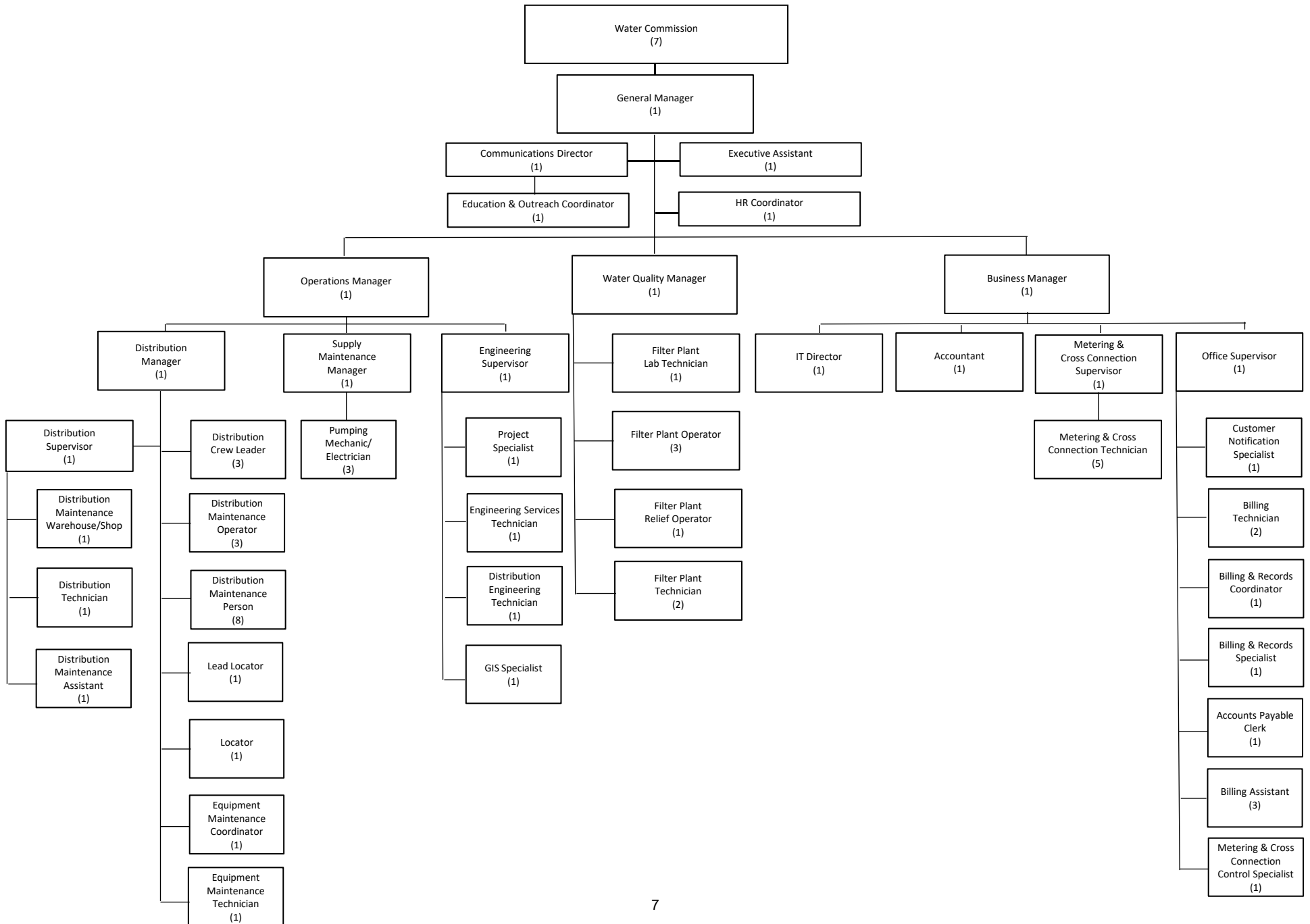
Christopher P. Morill

Executive Director/CEO

WATER UTILITY

City of Green Bay, Wisconsin

TABLE OF ORGANIZATION



WATER UTILITY
City of Green Bay, Wisconsin
PRINCIPAL OFFICIALS

BOARD OF WATERWORKS COMMISSIONERS			
		<u>Years of Service</u>	<u>Term Expires</u>
President	John Heugel	11	2027
Vice President	Jamie Wall	4	2030
Secretary	Thomas Karman	3	2026
Commissioner	Kathryn Hasselblad-Pascale	20	2024
Commissioner	Allen Farvour	1	2025
Commissioner	Jacque Boyle	3	2028
Commissioner	Elizabeth Wheat	4	2029

COUNCIL REPRESENTATIVE

Alderman Craig Stevens

LEGAL REPRESENTATIVE

William J. Vande Castle

UTILITY MANAGEMENT STAFF			
		<u>Years in This Position</u>	<u>Years Employed by Utility</u>
General Manager	Brian Powell, P.E.	<1	21
Business Manager	Stephanie Rogers, CPA	6	6
Operations Manager	Doug Martin, P.E.	<1	<1
Supply Maintenance Manager	Jonathan Peters	1	5
Water Quality Manager	Russell Hardwick	23	28
Distribution Maintenance Manager	Jason Maes	7	29
Engineering Supervisor	Kristin Romanowicz, P.E.	6	6
Communications Director	Andrea Hay	5	5
Office Supervisor	Kim Couillard	6	26
Metering and Cross Connection Supervisor	Marc McGovern	1	25
Distribution Supervisor	Brenda Bornfleth	6	30
IT Director	Kevin Brunner	24	24
Accountant	Colleen Callahan	<1	<1

CERTIFIED PUBLIC ACCOUNTANTS

Baker Tilly US, LLP

BOND COUNCIL

Foley & Lardner, Madison, Wisconsin

FINANCIAL CONSULTANTS

Robert W. Baird & Co., Inc., Milwaukee, Wisconsin

FINANCIAL SECTION

Independent Auditors' Report

To the Board of Commissioners of
Green Bay Water Utility

Opinion

We have audited the financial statements of the Green Bay Water Utility (Utility), an enterprise fund of the City of Green Bay, Wisconsin, as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position for the Utility as of December 31, 2023 and 2022, and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Utility and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements represent only the Utility and do not purport to, and do not, present fairly the financial position of the City of Green Bay, Wisconsin, as of December 31, 2023, and 2022, and the changes in financial position or cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Utility's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents be presented to supplement the financial statements. Such information is the responsibility of management and, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audits of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual comprehensive financial report. The introductory section and the statistical section comprises the other information included in the annual comprehensive financial report but does not include the financial statements and our auditors' report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Baker Tilly US, LLP

Madison, Wisconsin
June 3, 2024

WATER UTILITY

City of Green Bay, Wisconsin

MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)

December 31, 2023

As management of the Green Bay Water Utility, we offer readers of the financial statements this narrative overview and analysis of the financial activities for the year ended December 31, 2023.

FUND STRUCTURE

The Water Utility is a business type activity. As such, it records its transactions based on the flow of economic resources.

FINANCIAL OPERATIONS SUMMARY

Total operating and non-operating revenues (including capital contributions) were \$27.83 million in 2023 and expenses were \$23.02 million. The Utility's net position increased by \$4.81 million in 2023 to \$132.2 million. The increase was mainly due to the stability of water sales and interest income. The \$11.8 million of unrestricted net position has been set aside to mitigate against the possibility of future water rate increases. Restricted net position and net position invested in property, plant and equipment were \$7.5 million and \$112.9 million, respectively.

COMPARISON TO PRIOR FISCAL YEARS

Water sales for 2023 were 6.46 billion gallons compared to 6.53 billion gallons in 2022 and 6.66 billion gallons in 2021. No major customers were added or removed in 2023 or 2022.

Interest income increased in 2023. The average yield for 2023 was 4.3% compared to 2.35% for 2022 and .15% for 2021. The average investment balance decreased to \$6.3 million in 2023 from \$6.9 million in 2022. The average investment balance was \$7.1 million in 2021. Investments decreased in the last couple of years due to the spend down of bond funds.

Utility operating expenses increased in 2023 compared to 2022. The Utility added \$6.3 million in capital assets in 2023. Primarily, these capital assets consisted of water distribution mains, services, hydrants, and meters. Utility operating expenses increased slightly in 2022 compared to 2021. The Utility added \$11.3 million in capital assets in 2022. Primarily, these capital assets consisted of water supply and distribution mains, services, hydrants, meters and garage and office structures.

The bond interest expense decreased in 2023 compared to 2022 due to the interest costs decreasing as principal decreases. The decrease in bond interest expense in 2022 compared to 2021 was due to the issue costs for the 2021 financing.

The net position of the Utility increased by \$4.81 million in 2023. Overall, the net position of the Utility increased by \$5 million in 2022.

WATER UTILITY

City of Green Bay, Wisconsin

MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)

December 31, 2023

Revenues and Expenses Year-to-Year Comparison	Year Ending Dec. 31, 2023	Year Ending Dec. 31, 2022	Increase (Decrease)	% Change
Operating Revenues:				
Operating revenue:				
Residential	\$7,571,542	\$7,377,404	\$194,138	2.63%
Commercial	3,706,899	3,734,487	(27,588)	-0.74%
Industrial	6,524,612	6,624,403	(99,791)	-1.51%
Wholesale	3,784,436	3,904,051	(119,615)	-3.06%
Public fire protection	1,386,083	1,377,884	8,199	0.60%
All other	2,584,411	2,432,607	151,804	6.24%
Total operating revenue	25,557,983	25,450,836	107,147	0.42%
Operating Expenses:				
Operating expenses	19,138,729	17,501,204	1,637,525	9.36%
Operating Income	6,419,254	7,949,632	(1,530,378)	-19.25%
Nonoperating Revenues and Expenses:				
Interest income	1,012,478	27,875	984,603	3532.21%
All other revenues	334,308	315,806	18,502	5.86%
Interest expense	(1,381,761)	(1,484,542)	102,781	-6.92%
Amortization	319,300	281,104	38,196	13.59%
Excess before contributions	6,703,579	7,089,875	(386,296)	-5.45%
Capital Contributions	491,546	279,528	212,018	75.85%
Transfers out - tax equivalent	(2,385,127)	(2,367,148)	(17,979)	0.76%
Change in net position	4,809,998	5,002,255	(192,257)	-3.84%
Net position – beginning of year	127,402,741	122,400,486	5,002,255	4.09%
Net position – end of year	\$132,212,739	\$127,402,741	\$4,809,998	3.78%
Revenues and Expenses Year-to-Year Comparison	Year Ending Dec. 31, 2022	Year Ending Dec. 31, 2021	Increase (Decrease)	% Change
Operating Revenues:				
Operating revenue:				
Residential	\$7,377,404	\$7,570,248	(\$192,844)	-2.55%
Commercial	3,734,487	3,716,900	17,587	0.47%
Industrial	6,624,403	6,886,481	(262,078)	-3.81%
Wholesale	3,904,051	4,018,681	(114,630)	-2.85%
Public fire protection	1,377,884	1,380,074	(2,190)	-0.16%
All other	2,432,607	2,358,793	73,814	3.13%
Total operating revenue	25,450,836	25,931,177	(480,341)	-1.85%
Operating Expenses:				
Operating expenses	17,501,204	16,590,316	910,888	5.49%
Operating Income	7,949,632	9,340,861	(1,391,229)	-14.89%
Nonoperating Revenues and Expenses:				
Interest income	27,875	29,438	(1,563)	-5.31%
All other revenues	315,806	309,593	6,213	2.01%
Interest expense	(1,484,542)	(1,644,170)	159,628	-9.71%
Amortization	281,104	242,749	38,355	15.80%
Excess before contributions	7,089,875	8,278,471	(1,188,596)	-14.36%
Capital Contributions	279,528	209,823	69,705	33.22%
Transfers out - tax equivalent	(2,367,148)	(2,457,195)	90,047	-3.66%
Change in net position	5,002,255	6,031,099	(1,028,844)	-17.06%
Net position – beginning of year	122,400,486	116,369,387	6,031,099	5.18%
Net position – end of year	\$127,402,741	\$122,400,486	\$5,002,255	4.09%

WATER UTILITY

City of Green Bay, Wisconsin

MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)

December 31, 2023

Summary of Net Position Year-to-Year Comparison	December 31, 2023	December 31, 2022	Increase (Decrease)
Assets:			
Cash and investments	\$19,366,599	\$17,423,416	\$1,943,183
Receivables	11,075,640	10,936,547	139,093
Other assets	2,199,867	4,543,144	(2,343,277)
Net property, plant and equipment	150,436,932	150,117,416	319,516
Total Assets	183,079,038	183,020,523	58,515
Deferred Outflows of Resources:			
Deferred outflows	5,337,331	4,512,402	824,929
Liabilities:			
Payables	10,835,263	9,214,892	1,620,371
Accrued interest	215,021	233,348	(18,327)
Accrued taxes	2,385,127	2,367,148	17,979
Other liabilities – current	533,486	542,199	(8,713)
Other liabilities – long-term	201,769	230,459	(28,690)
Net pension liability	1,390,540	-	1,390,540
Bonds payable – current	4,415,000	4,305,000	110,000
Bonds payable – long-term	33,319,960	38,173,516	(4,853,556)
Total Liabilities	53,296,166	55,066,562	(1,770,396)
Deferred Inflows of Resources:			
Deferred inflows related to pension	2,907,464	5,063,622	(2,156,158)
Net Position:			
Net investment in capital assets	112,921,575	107,978,115	4,943,460
Restricted for debt retirement	7,487,563	7,188,510	299,053
Restricted for private service replacement	4,550	54,632	(50,082)
Restricted for net pension asset	-	2,127,002	(2,127,002)
Unrestricted	11,799,051	10,054,482	1,744,569
Total Net Position	\$132,212,739	\$127,402,741	\$4,809,998

Summary of Net Position Year-to-Year Comparison	December 31, 2022	December 31, 2021	Increase (Decrease)
Assets:			
Cash and investments	\$17,423,416	\$18,848,286	(\$1,424,870)
Receivables	10,936,547	10,872,354	64,193
Other assets	4,543,144	3,987,609	555,535
Net property, plant and equipment	150,117,416	150,008,024	109,392
Total Assets	183,020,523	183,716,273	(695,750)
Deferred Outflows of Resources:			
Deferred outflows	4,512,402	3,242,182	1,270,220
Liabilities:			
Payables	9,214,892	10,268,544	(1,053,652)
Accrued interest	233,348	250,239	(16,891)
Accrued taxes	2,367,148	2,457,195	(90,047)
Other liabilities – current	542,199	541,067	1,132
Other liabilities – long-term	230,459	264,364	(33,905)
Bonds payable – current	4,305,000	4,205,000	100,000
Bonds payable – long-term	38,173,516	42,917,073	(4,743,557)
Total Liabilities	55,066,562	60,903,482	(5,836,920)
Deferred Inflows of Resources:			
Deferred inflows related to pension	5,063,622	3,654,487	1,409,135
Net Position:			
Net investment in capital assets	107,978,115	103,382,262	4,595,853
Restricted for debt retirement	7,188,510	6,854,842	333,668
Restricted for private service replacement	54,632	124,707	(70,075)
Restricted for net pension asset	2,127,002	1,675,610	451,392
Unrestricted	10,054,482	10,363,065	(308,583)
Total Net Position	\$127,402,741	\$122,400,486	\$5,002,255

WATER UTILITY

City of Green Bay, Wisconsin

MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)

December 31, 2023

CAPITAL ASSETS CHANGES

The Utility's total capital assets increased by \$5.26 million in 2023 and \$5.18 million in 2022. Of the net 2023 increase, \$5.02 million was for new water mains, services, hydrants, and meters. Of the 2022 increase, \$4.57 million was for new water mains, services, hydrants, and meters. Total capital assets in service before depreciation were \$258.89 million and \$253.63 million as of December 31, 2023, and 2022 respectively. Construction in progress cost was \$198,941 as of December 31, 2023, and \$90,374 as of December 31, 2022. All capital assets were funded by special assessments, developer contributions, Department of Homeland Security grants, revenue bonds and Utility funds. Additional information can be found in Note 2 in the basic financial statements.

Changes in Capital Assets Year-to-Year Comparison	December 31, 2023	December 31, 2022	Increase (Decrease)	% Change
Capital Investment				
Land	\$524,689	\$524,689	\$0	0.0%
Buildings and improvements	29,971,368	29,955,261	16,107	0.1%
Improvements other than buildings	192,302,273	187,340,349	4,961,924	2.6%
Machinery and equipment	35,893,575	35,723,911	169,664	0.5%
Total in-service	258,691,905	253,544,210	5,147,695	2.0%
Construction in progress	198,941	90,374	108,567	
Total Capital Assets	\$258,890,846	\$253,634,584	\$5,256,262	2.1%

Changes in Capital Assets Year-to-Year Comparison	December 31, 2022	December 31, 2021	Increase (Decrease)	% Change
Capital Investment				
Land	\$524,689	\$524,689	\$0	0.0%
Buildings and improvements	29,955,261	24,338,557	5,616,704	23.1%
Improvements other than buildings	187,340,349	183,233,411	4,106,938	2.2%
Machinery and equipment	35,723,911	34,894,918	828,993	2.4%
Total in-service	253,544,210	242,991,575	10,552,635	4.3%
Construction in progress	90,374	5,458,158	(5,367,784)	
Total Capital Assets	\$253,634,584	\$248,449,733	\$5,184,851	2.1%

DEBT ADMINISTRATION

All scheduled bond payments in 2023 and 2022 were made on time. Requirements of the revenue bond ordinances have also been met, in full, as of December 31, 2023, and 2022. In November 2006, the Water Utility issued revenue bonds in the amount of \$49,310,000. The proceeds of this issue were used to refund a portion of the outstanding 2004 revenue bonds. In November 2014, the Water Utility issued revenue bonds in the amount of \$14,055,000. The proceeds of this issue were used to refund the remaining outstanding portion of the 2004 revenue bonds. In October 2017, revenue refunding bonds were issued in the amount of \$15,730,000. The proceeds of this issue were used to refund a portion of the 2006 and 2014 issues. In August 2019, revenue refunding bonds were issued in the amount of \$18,705,000 to refund the remaining outstanding portion of the 2006 revenue bonds. In March 2021, revenue bonds were issued in the amount of \$7,080,000 for

WATER UTILITY

City of Green Bay, Wisconsin

MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)

December 31, 2023

the building project and for main maintenance. The revenue bond debt outstanding was \$34.93 million and \$39.23 million as of December 31, 2023, and 2022 respectively. In 2014, Moody's Investor Service improved the rating of the Utility's revenue bonds from "Aa3" to "Aa2". Additional information can be found in Note 2 in the basic financial statements.

Changes in Outstanding Bonded Debt Year-to-Year Comparison	December 31, 2023	December 31, 2022	Increase (Decrease)	% Change
<u>Debt Instrument</u>				
2014 Revenue bond	\$ 7,090,000	\$ 7,940,000	\$ (850,000)	
2017 Revenue bond	3,170,000	6,265,000	(3,095,000)	
2019 Revenue bond	18,705,000	18,705,000	-	
2021 Revenue bond	5,965,000	6,325,000	(360,000)	
Total	<u>\$34,930,000</u>	<u>\$39,235,000</u>	<u>(\$4,305,000)</u>	-11.0%

Changes in Outstanding Bonded Debt Year-to-Year Comparison	December 31, 2022	December 31, 2021	Increase (Decrease)	% Change
<u>Debt Instrument</u>				
2014 Revenue bond	\$ 7,940,000	\$ 8,770,000	\$ (830,000)	
2017 Revenue bond	6,265,000	9,290,000	(3,025,000)	
2019 Revenue bond	18,705,000	18,705,000	-	
2021 Revenue bond	6,325,000	6,675,000	(350,000)	
Total	<u>\$39,235,000</u>	<u>\$43,440,000</u>	<u>(\$4,205,000)</u>	-9.7%

INVESTMENT PORTFOLIO

The Utility is required to invest its funds in accordance with Section 66.0603 of the Wisconsin State Statutes. These statutes authorize numerous types of depository and investment obligations for municipal funds and including those utilized by the Utility. In addition, the Utility has adopted an official investment policy which places additional limits on the amounts that can be invested in any one issuer, the lengths of maturity and the eligible financial institutions based on their credit ratings.

The Utility's cash and investment portfolio totaled \$19.37 million as of December 31, 2023, \$17.42 million as of December 31, 2022, and \$18.85 million as of December 31, 2021. It was earning a weighted average of 4.30% as of December 31, 2023, 2.35% as of December 31, 2022, and .15% as of December 31, 2021, based on original purchase price. These utility funds as of December 31, 2023, 2022 and 2021 were invested as follows:

WATER UTILITY

City of Green Bay, Wisconsin

MANAGEMENT'S DISCUSSION AND ANALYSIS (Unaudited)

December 31, 2023

Cash and Investment Type	Dec. 31, 2023	Dec. 31, 2022	Dec. 31, 2021
Wisconsin Local Government Investment Pool	0.54%	0.61%	9.50%
Negotiable certificates of deposit	6.90%	2.71%	7.51%
Municipal government bonds	9.51%	16.64%	21.70%
Corporate bonds	9.07%	7.66%	3.28%
U. S. Treasury	10.42%	7.23%	2.10%
Interest-bearing money market, checking & savings accounts	63.56%	65.15%	55.91%
Total	100.00%	100.00%	100.00%

OTHER FINANCIAL INFORMATION

Annually, the Water Commission adopts a non-appropriated operating budget and a capital budget. Both budgets are used as financial plans in conjunction with the Utility's master plan to anticipate the needs for the current and subsequent years. The Utility's budget is integrated into the accounting system. A monthly analysis of anticipated rate of return and comparison of budget to actual operating income and expense is performed to control costs and avoid potential deficits.

There are no restrictions, commitments, or other limitations that would significantly affect the availability of fund resources for future use except those disclosed related to revenue bond requirements.

Contacting the Water Utility's Financial Management

This financial report is designed to provide Green Bay Water Utility's customers, investors, creditors, and other interested parties with a general overview of the Water Utility's finances and to demonstrate the Water Utility's accountability of the money it receives. If you have any questions regarding this report or need additional financial information, please contact the Water Utility's Business Manager.

WATER UTILITY
City of Green Bay, Wisconsin
Statement of Net Position
December 31, 2023 and 2022

	Totals	
	2023	2022
ASSETS		
Current assets		
Unrestricted Current assets		
Cash and investments	\$ 11,716,535	\$ 10,024,938
Receivables - Customer accounts	11,071,090	10,898,722
Inventories	750,291	801,502
Prepaid items	31,356	45,294
Total unrestricted current assets	<u>23,569,272</u>	<u>21,770,456</u>
Restricted Current assets		
Bond Redemption Fund		
Cash and investments	952,580	968,273
Accrued interest	3,090	2,325
Total bond redemption fund	<u>955,670</u>	<u>970,598</u>
Private Service Replacement Fund		
Cash and investments	-	16,807
Receivables - Grants	4,550	37,825
Total private service replacement fund	<u>4,550</u>	<u>54,632</u>
Total restricted current assets	<u>960,220</u>	<u>1,025,230</u>
Total current assets	<u>24,529,492</u>	<u>22,795,686</u>
Noncurrent assets		
Restricted assets		
Debt reserve fund		
Cash and investments	6,697,484	6,413,042
Accrued interest	49,430	38,218
Construction fund	-	356
Net pension asset	-	2,127,002
Total Restricted assets	<u>6,746,914</u>	<u>8,578,618</u>
Other assets		
Construction grant to wholesale customers	379,800	411,450
Non-utility plant (net of amortization)	985,900	1,117,353
Total other assets	<u>1,365,700</u>	<u>1,528,803</u>
Capital assets		
Land	524,689	524,689
Building and improvements	29,971,368	29,955,261
Improvements other than buildings	192,302,273	187,340,349
Machinery and equipment	35,893,575	35,723,911
Construction in progress	198,941	90,374
Total capital assets	<u>258,890,846</u>	<u>253,634,584</u>
Less accumulated depreciation	<u>108,453,914</u>	<u>103,517,168</u>
Net capital assets	<u>150,436,932</u>	<u>150,117,416</u>
Total non current assets	<u>158,549,546</u>	<u>160,224,837</u>
TOTAL ASSETS	<u>183,079,038</u>	<u>183,020,523</u>
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized loss on advance refunding	219,603	338,859
Pension related amounts	<u>5,117,728</u>	<u>4,173,543</u>
Total deferred outflows of resources	<u>5,337,331</u>	<u>4,512,402</u>

The notes to the financial statements are an integral part of this statement.

WATER UTILITY

City of Green Bay, Wisconsin

Statement of Net Position

December 31, 2023 and 2022

	Totals	
	2023	2022
LIABILITIES		
Current liabilities		
Accounts payable	\$ 1,646,096	\$ 765,640
Sewer and storm water collections payable	9,189,167	8,449,252
Accrued payroll	244,266	239,089
Accrued compensated absences	289,220	303,110
Accrued taxes	2,385,127	2,367,148
Payable from restricted assets		
Current portion of long-term debt	4,415,000	4,305,000
Accrued interest	215,021	233,348
Total current liabilities	<u>18,383,897</u>	<u>16,662,587</u>
Long-term obligations, less current portion		
Revenue bonds, net of premiums/discounts	33,319,960	38,173,516
Compensated absences	201,769	230,459
Net pension liability	<u>1,390,540</u>	<u>-</u>
Total long-term liabilities	<u>34,912,269</u>	<u>38,403,975</u>
TOTAL LIABILITIES	<u>53,296,166</u>	<u>55,066,562</u>
DEFERRED INFLOWS OF RESOURCES		
Pension related amounts	<u>2,907,464</u>	<u>5,063,622</u>
NET POSITION		
Net investment in capital assets	112,921,575	107,978,115
Restricted for debt retirement	7,487,563	7,188,510
Restricted for private service replacement	4,550	54,632
Restricted for net pension asset	-	2,127,002
Unrestricted	<u>11,799,051</u>	<u>10,054,482</u>
TOTAL NET POSITION	<u>\$ 132,212,739</u>	<u>\$ 127,402,741</u>

The notes to the financial statements are an integral part of this statement.

WATER UTILITY

City of Green Bay, Wisconsin Statement of Revenues, Expenses and Changes in Net Position For the Years Ended December 31, 2023 and 2022

	Totals	
	2023	2022
OPERATING REVENUES		
Charges for services	\$ 23,611,061	\$ 23,626,925
Other	1,946,922	1,823,911
Total operating revenues	25,557,983	25,450,836
OPERATING EXPENSES		
Operation and maintenance	13,304,977	12,019,496
Depreciation	5,833,752	5,481,708
Total operating expenses	19,138,729	17,501,204
Operating income	6,419,254	7,949,632
NONOPERATING REVENUES (EXPENSES)		
Interest income	1,012,478	27,875
Miscellaneous income	334,308	315,806
Interest and fiscal charges	(1,381,761)	(1,484,542)
Amortization of debt premium net of discounts	438,556	438,556
Amortization of loss on advance refundings	(119,256)	(157,452)
Total nonoperating revenues (expenses)	284,325	(859,757)
Income before contributions and transfers	6,703,579	7,089,875
Capital contributions	491,546	279,528
Transfers out - tax equivalent	(2,385,127)	(2,367,148)
Change in net position	4,809,998	5,002,255
Net position - January 1	127,402,741	122,400,486
Net position - December 31	\$ 132,212,739	\$ 127,402,741

The notes to the financial statements are an integral part of this statement.

WATER UTILITY
City of Green Bay, Wisconsin
Statement of Cash Flows
For the Years Ended December 31, 2023 and 2022

	Totals	
	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	\$ 25,784,083	\$ 25,731,774
Cash paid for employee wages and benefits	(5,535,498)	(5,280,853)
Cash paid to suppliers	(5,360,099)	(8,317,896)
Net cash provided by operating activities	<u>14,888,486</u>	<u>12,133,025</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Paid to city for tax equivalent	(2,367,317)	(2,419,176)
Net cash flows provided (used) by noncapital financing activities	<u>(2,367,317)</u>	<u>(2,419,176)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition of capital assets	(6,009,633)	(5,793,252)
Sale of capital assets	63,222	53,811
Capital contributions received	72,247	279,528
Principal paid on long-term debt	(4,305,000)	(4,205,000)
Interest and issuance costs paid on long-term debt	(1,400,088)	(1,501,433)
Net cash flows provided (used) by capital and related financing activities	<u>(11,579,252)</u>	<u>(11,166,346)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the maturity on investments	1,656,289	1,330,000
Purchase of investments	(1,948,630)	(1,812,662)
Interest received	870,890	345,836
Net cash provided (used) by investing activities	<u>578,549</u>	<u>(136,826)</u>
Change in cash and cash equivalents	1,520,466	(1,589,323)
Cash and cash equivalents - January 1	11,459,250	13,048,573
Cash and cash equivalents - December 31	<u>\$ 12,979,716</u>	<u>\$ 11,459,250</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income	\$ 6,419,254	\$ 7,949,632
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities		
Depreciation	5,579,116	5,236,495
Depreciation charged to sewer utility	254,636	245,213
Depreciation allocated to other accounts	212,442	148,342
Amortization of non-utility plant	131,453	131,453
Miscellaneous other income	334,308	315,806
Change in operating assets and liabilities		
Accounts receivables	(108,208)	(34,868)
Inventories	51,211	(262,932)
Prepaid items	13,938	(1,742)
Accounts payable	880,456	(1,009,748)
Accrued liabilities	702,681	(114,696)
Pension related deferrals and liabilities	417,199	(469,930)
Net cash provided by operating activities	<u>\$ 14,888,486</u>	<u>\$ 12,133,025</u>
Reconciliation of cash and cash equivalents to the statement of net position		
Cash and investments in current assets	\$ 11,716,535	\$ 10,024,938
Cash and investments in restricted assets	7,650,064	7,398,478
Total cash and investments	19,366,599	17,423,416
Less: noncash equivalents in debt reserve fund	(6,386,883)	(5,964,166)
Total cash and cash equivalents	<u>\$ 12,979,716</u>	<u>\$ 11,459,250</u>
Noncash capital and related financing activities		
(Increase)/decrease in fair value of investments held at year end	\$ (130,376)	\$ 318,208
Capital assets contributed by customers/developers	419,299	199,476
Amortization of premiums, discounts and loss on refundings, net	319,300	281,104

The notes to the financial statements are an integral part of this statement.

WATER UTILITY

City of Green Bay, Wisconsin

NOTES TO BASIC FINANCIAL STATEMENTS

December 31, 2023 and 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Green Bay Water Utility, City of Green Bay, Wisconsin (the "Utility"), have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the Utility are described below:

A. REPORTING ENTITY

The Utility and the Board of Waterworks Commissioners (the Commission) were created by City of Green Bay (the City) ordinance. The Commission provides nonpartisan management to the Utility pursuant to Chapter 66 of the Wisconsin Statutes. The Commissioners are appointed to seven-year, non-concurrent terms. The Utility encompasses all water supply and transmission operations within the City. The Utility is a department of the City. In compliance with Governmental Accounting Standards Board (GASB) Statement No. 61, the Utility is presented as an enterprise fund in the City's Annual Comprehensive Financial Report (annual report), which is available from the City's Finance Department at 100 North Jefferson Street, Green Bay, Wisconsin or <https://greenbaywi.gov/Archive.aspx?AMID=37>

B. MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

The Utility accounts for its operations as an enterprise fund. Enterprise funds are used to account for government operations that are financed and operated in a manner similar to private business with the intent that the costs (expenses, including depreciation) of providing services to the general public be financed primarily through user charges.

The Utility financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Enterprise funds distinguish *operating* revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an Enterprise fund's principal ongoing operations. The principal operating revenues of the Utility are charges to customers for services. Operating expenses include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The Utility is regulated by the Public Service Commission of Wisconsin (PSCW) pursuant to Chapter 196 of the Wisconsin Statutes. The PSCW prescribes accounting policies under a uniform system of accounts for municipal water utilities and approves their rates. These accounting practices are in substantial agreement with generally accepted accounting principles

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as applicable to governmental enterprise funds except for the recording of additional accumulated depreciation on contributed plant received prior to calendar year 2003, recognition of pension and other post-employment benefits (OPEB) expense, and classification of the tax equivalent on the Statement of Changes in Net Position. These PSCW-prescribed accounting practices are not implemented for reporting purposes in this financial report.

C. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION

Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less from date of acquisition are considered to be cash equivalents.

Accounts Receivable

Accounts receivable are recorded at gross amounts with uncollectible amounts recognized under the direct write-off method. No allowance for uncollectible accounts has been provided since the Utility has the right under Wisconsin Statute 66.069 to place delinquent water bills on the tax roll for collection.

Inventories

Inventories are recorded at cost, which approximates market, using the weighted average method. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expense at the time individual inventory items are consumed rather than when purchased.

Prepaid Items

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items and are accounted for on the consumption method.

Restricted Assets

Certain proceeds from waterworks revenue bonds and Utility funds set aside for their repayment are classified as restricted on the statement of net position because their use is limited by applicable bond covenants. In addition, certain assets are restricted by external grantors for specific purposes.

Restricted assets have also been reported in connection with the net pension asset balance since this balance must be used to fund employee benefits.

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Construction Grant to Wholesale Customers

The construction grant consists of contributions made for the contract to provide wholesale water service to the Village of Wrightstown, with the balance (net of amortization) of \$379,800 and \$411,450 as of December 31, 2023, and 2022, respectively.

Non-Utility Plant (net of Amortization)

Nonutility property consists of costs to contract and contribute a Booster Station and Reservoir to the Village of Ashwaubenon, with a balance (net of amortization) of \$985,899 and \$1,117,353 as of December 31, 2023, and 2022, respectively.

Capital Assets

Capital assets are defined by the Utility as assets with an initial, individual cost of \$500 or higher and an estimated useful life in excess of a year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Estimated lives and depreciation rates are established by the PSCW. The estimated useful lives are as follows:

Assets	Years
Buildings	31-35
Improvements other than buildings	18-77
Machinery and equipment	3-30

Sewer and Storm Water Collections

The Utility performs the billing and collection functions for the City of Green Bay Sanitary Sewer Fund and the City of Green Bay Storm Water Utility. After collection, these funds are remitted to the City. The Utility charges the City for these services at cost plus a return on investment.

Compensated Absences

It is the Utility's policy to permit employees to accumulate earned but unused vacation and sick leave benefits in accordance with employee handbook policies. All vacation and sick leave is accrued when incurred. A majority of the compensated absences are recorded as a current liability for these amounts are expected to be used within one year.

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Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Utility has two items that qualify for reporting in this category. The first is the unamortized loss on refunding resulting from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second item is related to the Utility's proportionate share of the Wisconsin Retirement System pension plan and is deferred and amortized over the expected remaining service lives of the pension plan participants.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Utility has one item that qualifies for reporting in this category. The item is related to the Utility's proportionate share of the Wisconsin Retirement System pension plan and is deferred and amortized over the expected remaining service lives of the pension plan participants.

Long-term Obligations

Long-term debt and other long-term obligations are reported as Utility liabilities. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

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Net Position

Net Position is classified in three components:

- ▶ **Net investment in capital assets.** Amount of capital assets, net of accumulated depreciation, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources.
- ▶ **Restricted net position.** Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.
- ▶ **Unrestricted net position.** Net position that is neither classified as restricted nor as net investment in capital assets.

When both restricted and unrestricted resources are available for use, it is the Utility's policy to use restricted resources first, then unrestricted resources as they are needed.

D. USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

E. RECLASSIFICATIONS

Certain amounts in the prior year financial statements have been reclassified to conform to the presentation in the current year financial statements with no change in previously reported net position or changes in net position.

NOTE 2: DETAILED NOTES ON ALL FUNDS

A. CASH AND INVESTMENTS

The Utility maintains various restricted and unrestricted cash and investment accounts. Invested cash consists of deposits and investments that are restricted by Wisconsin Statutes to the following:

Time deposits; repurchase agreements; securities issued by federal, state and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin Local Government Investment Pool.

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The carrying amount of the Utility's cash and investments totaled \$19,366,599 on December 31, 2023 and \$17,423,416 on December 31, 2022 as summarized below:

	2023	2022
Petty cash and cash on hand	\$ 1,700	\$ 1,700
Deposits with financial institutions	12,867,023	11,351,628
Investments		
Negotiable certificate of deposit	476,507	472,000
Wisconsin Local Government Investment Pool	110,993	105,922
U.S. Treasury	2,124,227	1,259,329
State and municipal bonds	1,938,543	2,898,443
Agency securities	1,847,607	1,334,394
	<u>\$ 19,366,599</u>	<u>\$ 17,423,416</u>

Reconciliation to the financial statements:

	2023	2022
Unrestricted current assets		
Cash and investments	\$ 11,716,535	\$ 10,024,938
Restricted current assets		
Cash and investments	952,580	985,080
Restricted noncurrent assets		
Cash and investments	6,697,484	6,413,398
	<u>\$ 19,366,599</u>	<u>\$ 17,423,416</u>

Fair Value Measurements

The Utility categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs. The Utility has the following fair value measurements as of December 31, 2023 and December 31, 2022.

- State and local government securities, U.S. Treasuries, corporate bonds and federal agency securities are valued using significant observable inputs (Level 2 inputs) of quoted prices for similar assets in active markets.
- Negotiable certificates of deposit are valued using significant observable inputs (Level 2 inputs) of quoted prices for similar assets in active markets.

Deposits and investments of the Utility are subject to various risks. Presented below is a discussion of the Utility's deposits and investments and the related risks.

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Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The Utility does not have an additional custodial credit policy.

Deposits with financial institutions within the State of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of \$250,000 for the combined amount of all time and savings deposits and \$250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the State of Wisconsin are insured by the FDIC in the amount of \$250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Deposits with credit unions are insured by the National Credit Union Share Insurance Fund (NCUSIF) in the amount of \$250,000 per credit union member. Also, the State of Wisconsin has a State Guarantee Fund, which provides a maximum of \$400,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available. This coverage has been considered in determining custodial credit risk.

As of December 31, 2023, \$12,979,423 and as of December 31, 2022, \$10,346,724 of the Utility's deposits with financial institutions were in excess of federal and state depository insurance limits. All amounts were collateralized with securities held by the pledging financial institution or its trust department or agent but not in the Utility's name.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investment in securities to the top two ratings assigned by nationally recognized statistical rating organizations. Presented below is the actual rating as of the year-end for each investment type.

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Investment Type	Amount	Aa1	Aa2	AAA	AA+ to A+	A to AA-	Exempt from Disclosure Not Rated
December 31, 2023							
State and municipal bonds	\$ 1,938,543	\$ -	\$ 674,129	\$ 519,630	\$ 350,400	\$ 394,384	\$ -
Agency securities	1,847,607	-	-	1,847,607	-	-	-
U.S. Treasury	2,124,227	-	-	2,124,227	-	-	-
Negotiable certificates of deposit	476,507	-	-	-	476,507	-	-
Wisconsin Local Government Investment Pool	110,993	-	-	-	-	-	110,993
Totals	<u>\$ 6,497,876</u>	<u>\$ -</u>	<u>\$ 674,129</u>	<u>\$ 4,491,463</u>	<u>\$ 826,907</u>	<u>\$ 394,384</u>	<u>\$ 110,993</u>
December 31, 2022							
State and municipal bonds	\$ 2,898,443	\$ 70,625	\$ 1,309,822	\$ 289,068	\$ 640,201	\$ 588,727	\$ -
Agency securities	1,334,394	-	-	1,334,394	-	-	-
U.S. Treasury	1,259,329	-	-	1,259,329	-	-	-
Negotiable certificates of deposit	472,000	-	-	-	472,000	-	-
Wisconsin Local Government Investment Pool	105,921	-	-	-	-	-	105,921
Totals	<u>\$ 6,070,087</u>	<u>\$ 70,625</u>	<u>\$ 1,309,822</u>	<u>\$ 2,882,791</u>	<u>\$ 1,112,201</u>	<u>\$ 588,727</u>	<u>\$ 105,921</u>

Concentration of Credit Risk

The investment policy of the Utility limits the amount that can be invested in any one issuer as presented below. This policy does not apply to investments held in the Debt Reserve Fund, which are invested in accordance with terms of the 2021 debt financing transaction.

Investment Type	Limit
U.S. treasury note (per issue)	\$ 5,000,000
U.S. agency (per issue)	\$ 5,000,000
Commercial paper & notes (per issue)	\$ 1,000,000
WI Local Government Investment Pool	\$ 10,000,000

Investments in any one issuer (other than U.S. treasury securities, mutual funds and external investment pools) that represent 5% or more of the total Utility investment are as follows:

Issuer	Investment Type	December 31, 2023	December 31, 2022
Vermont Housing	State municipal bond	\$ 364,139	\$ 362,492
Milwaukee Housing	Local municipal bond	320,502	314,821
Chaska Economic Development	Local municipal bond	394,384	388,609

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates may adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

One of the ways that the Utility manages its exposure to interest rate risk is by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. By laddering its portfolio to match scheduled disbursements and by maintaining a prudent balance

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in an interest-bearing checking account for unexpected draws, the Utility ensures sufficient liquidity to meet its cash flow needs. The Utility's investment policy requires that the portfolio weighted average maturity shall remain below twelve months. This policy does not apply to investments held in the Debt Reserve Fund, which are invested in accordance with terms of the 2021 debt financing transaction. The Utility does not have a formal investment policy relating to specific investment-related risk.

Information about the sensitivity of the fair values of the Utility's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the Utility's investments by maturity:

Investment Type	Amount	Remaining Maturity (in Months)			
		12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
December 31, 2023					
<u>Debt Reserve Fund Investments</u>					
State and municipal bonds	\$ 1,938,543	\$ -	\$ 1,437,033	\$ 501,509	\$ -
Agency securities	1,847,607	-	1,102,357	745,250	-
U.S. Treasury	2,124,227	248,945	732,473	1,142,810	-
Negotiable certificates of deposit	476,507	-	-	476,507	-
Total Debt Reserve Fund	6,386,883	248,945	3,271,863	2,866,076	-
<u>Investments other than Debt Reserve</u>					
Wisconsin Local Government Investment Pool	110,993	110,993	-	-	-
Total Investments	\$ 6,497,876	\$ 359,938	\$ 3,271,863	\$ 2,866,076	\$ -
December 31, 2022					
<u>Debt Reserve Fund Investments</u>					
State and municipal bonds	\$ 2,898,443	\$ 844,190	\$ 1,788,885	\$ 265,368	\$ -
Agency securities	1,334,394	-	-	1,334,394	-
U.S. Treasury	1,259,329	243,933	249,308	766,089	-
Negotiable certificates of deposit	472,000	-	472,000	-	-
Total Debt Reserve Fund	5,964,166	1,088,123	2,510,193	2,365,851	-
<u>Investments other than Debt Reserve</u>					
Wisconsin Local Government Investment Pool	105,922	105,922	-	-	-
Total Investments	\$ 6,070,088	\$ 1,194,045	\$ 2,510,193	\$ 2,365,851	\$ -

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

On December 31, 2023 and 2022, the Utility held no investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above).

Investments in Wisconsin Local Government Investment Pool

The Utility has investments in the Wisconsin Local Government Investment pool of \$110,993 and \$105,922 as of December 31, 2023 and 2022 respectively. The Wisconsin Local Government Investment Pool (LGIP) is part of the State Investment Fund (SIF), and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission, but operates under the statutory authority of Wisconsin Chapter 25. The

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SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice. At December 31, 2023 and 2022 the fair value of the Utility's share of the LGIP's assets was substantially equal to the carrying value. Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investments in securities to the top two ratings assigned by nationally recognized statistical rating organizations. The Utility does not have an additional credit risk policy. The Utility's investment in the Wisconsin Local Government Investment Pool is not rated.

Interest rate risk is the risk that changes in market interest rates may adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Utility does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The investments held by the Wisconsin Local Government Investment Pool mature in 12 months or less.

B. RESTRICTED ASSETS

The restricted assets consist of cash and investments held in the debt reserve and bond redemption funds along with accrued interest as required by revenue bond ordinances and the private service replacement fund as required by the grant agreement and the net pension asset maintained by the Wisconsin Retirement System.

The debt reserve fund requires a balance equal to the minimum reserve amount as defined in the 2021, 2019 and 2006 series revenue bond documents. This minimum amount was \$5,592,475 and \$5,191,933 as of December 31, 2023 and 2022. The debt reserve fund account had cash and investments available of \$6,697,484 and \$6,413,042 at December 31, 2023 and 2022 respectively, which were in compliance with the bond ordinance.

The bond redemption fund accumulates monies to be used to make principal and interest payments as they mature. Transfers are made to this fund on a monthly basis. The bond redemption fund balances at December 31, 2023 and 2022 were \$952,580 and \$968,273 respectively. The bond redemption fund was also in compliance with bond ordinances. The excess restricted assets over current liabilities payable from restricted assets is shown as restricted for debt retirement and restricted for private service replacement and restricted for net pension asset in the net position section on the statement of net position.

The private service replacement fund assets are required by a grant to be used for the replacement of lead or galvanized service lines. The excess restricted assets over current liabilities payable from restricted assets is shown as restricted for private service replacement in the net position section on the statement of net position.

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C. CAPITAL ASSETS

Capital asset activity for the year ended December 31, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
December 31, 2023				
Capital assets, not being depreciated:				
Land	\$ 524,689	\$ -	\$ -	\$ 524,689
Construction in progress	90,374	153,660	45,093	198,941
Total capital assets, not being depreciated	615,063	153,660	45,093	723,630
Capital assets, being depreciated:				
Buildings and improvements	29,955,261	16,948	841	29,971,368
Machinery and equipment	35,723,911	682,971	513,307	35,893,575
Improvements other than buildings	187,340,349	5,585,603	623,679	192,302,273
Subtotals	253,019,521	6,285,522	1,137,827	258,167,216
Less accumulated depreciation for:				
Buildings and improvements	19,213,557	934,715	841	20,147,431
Machinery and equipment	27,993,120	1,538,232	513,307	29,018,045
Improvements other than buildings	56,310,491	3,636,469	658,522	59,288,438
Subtotals	103,517,168	6,109,416	1,172,670	108,453,914
Total capital assets, being depreciated, net	149,502,353	176,106	(34,843)	149,713,302
Total capital assets, net	<u>\$ 150,117,416</u>	<u>\$ 329,766</u>	<u>\$ 10,250</u>	<u>\$ 150,436,932</u>
Reconciliation of 2023 increases in accumulated depreciation:				
Depreciation expense on schedule of operating expenses		\$ 5,833,752		
Depreciation allocated to other accounts		212,442		
Total depreciation expense		6,046,194		
Salvage value received on capital assets retired		63,222		
Total additions in accumulated depreciation		<u>\$ 6,109,416</u>		
December 31, 2022				
Capital assets, not being depreciated:				
Land	\$ 524,689	\$ -	\$ -	\$ 524,689
Construction in progress	5,458,158	90,374	5,458,158	90,374
Total capital assets, not being depreciated	5,982,847	90,374	5,458,158	615,063
Capital assets, being depreciated:				
Buildings and improvements	24,338,557	5,624,863	8,159	29,955,261
Machinery and equipment	34,894,918	963,150	134,157	35,723,911
Improvements other than buildings	183,233,411	4,573,020	466,082	187,340,349
Subtotals	242,466,886	11,161,033	608,398	253,019,521
Less accumulated depreciation for:				
Buildings and improvements	18,368,701	853,015	8,159	19,213,557
Machinery and equipment	26,847,475	1,279,802	134,157	27,993,120
Improvements other than buildings	53,225,529	3,551,044	466,082	56,310,491
Subtotals	98,441,705	5,683,861	608,398	103,517,168
Total capital assets, being depreciated, net	144,025,177	5,477,172	-	149,502,353
Total capital assets, net	<u>\$ 150,008,024</u>	<u>\$ 5,567,546</u>	<u>\$ 5,458,158</u>	<u>\$ 150,117,416</u>
Reconciliation of 2022 increases in accumulated depreciation:				
Depreciation expense on schedule of operating expenses		\$ 5,481,708		
Depreciation allocated to other accounts		148,342		
Total depreciation expense		5,630,050		
Salvage value received on capital assets retired		53,811		
Total additions in accumulated depreciation		<u>\$ 5,683,861</u>		

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D. LONG-TERM OBLIGATIONS

The following is a summary of changes in long-term obligations of the Utility for the year ended December 31, 2023 and 2022:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year
December 31, 2023					
Revenue bonds	\$ 39,235,000	\$ -	\$ 4,305,000	\$ 34,930,000	\$ 4,415,000
Debt premium, net of discounts	3,243,516	-	438,556	2,804,960	-
Compensated absences	533,569	301,788	344,367	490,989	289,220
Long-term obligations	<u>\$ 43,012,085</u>	<u>\$ 301,788</u>	<u>\$ 5,087,923</u>	<u>\$ 38,225,949</u>	<u>\$ 4,704,220</u>
December 31, 2022					
Revenue bonds	\$ 43,440,000	\$ -	\$ 4,205,000	\$ 39,235,000	\$ 4,305,000
Debt premium, net of discounts	3,682,073	-	438,557	3,243,516	-
Compensated absences	560,277	356,961	383,669	533,569	303,110
Long-term obligations	<u>\$ 47,682,350</u>	<u>\$ 356,961</u>	<u>\$ 5,027,226</u>	<u>\$ 43,012,085</u>	<u>\$ 4,608,110</u>

Advance Refunding

During 2006, the Water Utility advance refunded a portion of the revenue bond issue from 2004. The Water Utility issued \$49,310,000 of revenue bonds, which were used to provide resources to purchase U.S. Government and Local Government Series securities that were placed in an irrevocable trust for the purpose of generating resources for all future debt service payments of the refunded debt. As a result, the refunded bonds were considered to be defeased and the liability was removed from the enterprise fund. The outstanding revenue bonds defeased at the time of refunding was \$45,555,000 and has maturities from 2019 through 2029. At December 31, 2023 and 2022, the outstanding balances of the bonds defeased was \$24,425,000 and \$27,260,000, respectively.

During 2017, the Water Utility advance refunded a portion of the revenue bond issue from 2006. The Water Utility issued \$15,730,000 of revenue bonds, which were used to provide resources to purchase U.S. Government and Local Government Series securities that were placed in an irrevocable trust for the purpose of generating resources for all future debt service payments of the refunded debt. As a result, the refunded bonds were considered to be defeased and the liability was removed from the enterprise fund. The outstanding revenue bonds defeased at the time of refunding was \$14,530,000 and have maturities from 2020 through 2024. At December 31, 2023 and 2022, the outstanding balances of the bonds defeased was \$3,200,000 and \$6,265,000, respectively.

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Current Refunding

During 2019, the Utility currently refunded the remainder of the revenue bond issue from 2006. The Utility issued \$18,705,000 of revenue bonds to call the refunded debt. This current refunding was undertaken to reduce total debt service payments over the next ten years by \$2,897,023 and to obtain an economic gain (difference between the present value of the debt service payments of the refunded and refunding bonds) of \$2,387,120.

Revenue Bonds

Revenue bonds outstanding on 2023 and 2022 totaled \$30,515,000 and \$39,235,000, respectively and were comprised of the following issues:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/23	Balance 12/31/22
Revenue Bonds	10/14/14	11/1/29	2.00 - 3.50%	\$ 14,055,000	\$ 7,090,000	\$ 7,940,000
Revenue Bonds	10/17/17	11/1/24	1.47 - 2.56%	15,730,000	3,170,000	6,265,000
Revenue Bonds	8/5/19	11/1/29	4.00 - 5.00%	18,705,000	18,705,000	18,705,000
Revenue Bonds	3/23/21	11/1/40	2.00 - 4.00%	7,080,000	5,965,000	6,325,000
Total outstanding general obligation debt					\$ 34,930,000	\$ 39,235,000

Annual principal and interest maturities of the outstanding revenue bonds are detailed below:

Year Ended December 31, 2023	Principal	Interest	Total
2024	4,415,000	1,290,127	5,705,127
2025	3,910,000	1,171,625	5,081,625
2026	4,085,000	1,001,725	5,086,725
2027	4,270,000	823,975	5,093,975
2028	4,460,000	632,975	5,092,975
2029-2033	11,545,000	700,475	12,245,475
2034-2038	1,570,000	162,900	1,732,900
2039-2041	675,000	20,300	695,300
	\$ 34,930,000	\$ 5,804,102	\$ 40,734,102

All Utility revenues net of specified operating expenses are pledged as security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2023 and 2022 were \$5,705,088 and \$5,706,433, respectively. Total customer net revenues as defined for the same periods were \$13,326,915 and \$13,910,496. Annual principal and interest payments are expected to require 43% of net revenues on average.

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E. PENSION PLAN

Plan Description

The WRS is a cost-sharing, multiple-employer, defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1200 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issues a standalone Annual Comprehensive Financial Report, which can be found at <https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>

Additionally, ETF issued a standalone Wisconsin Retirement System Financial Report, which can be found using the link above.

Vesting

For employees beginning participation on or after January 1, 1990 and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Benefits Provided

Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and executive service retirement participants, if hired on or before 12/31/2016) are entitled to retirement benefit based on a formula factor, their average earnings and creditable service.

Final average earnings is the average of the participant's three highest annual earnings period. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at age 55 (50 for protective occupations) and receive an actuarially reduced benefit. Participants terminating covered employment prior to becoming eligible for a retirement benefit may withdraw their contributions and forfeit all rights to any subsequent benefits.

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The WRS also provides death and disability benefits for employees.

Post-Retirement Adjustments

The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

<u>Year</u>	<u>Core Fund Adjustment</u>	<u>Variable Fund Adjustment</u>
2013	(9.60)	9.00
2014	4.70	25.00
2015	2.90	2.00
2016	0.50	(5.00)
2017	2.00	4.00
2018	2.40	17.00
2019	0.00	(10.00)
2020	1.70	21.00
2021	5.10	13.00
2022	7.40	15.00

Contributions

Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for General category employees, including Teachers, Executives and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category was merged into the General Employee category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

WRS recognized \$317,816 and \$311,633 in contributions from the Utility for the current and prior reporting periods, respectively.

Contribution rates for the reporting period are:

<u>Employee Category</u>	<u>2023</u>		<u>2022</u>	
	<u>Employee</u>	<u>Employer</u>	<u>Employee</u>	<u>Employer</u>
General (Executives & Elected Officials)	6.50%	6.50%	6.75%	6.75%
Protective with Social Security	6.50%	12.00%	6.75%	11.75%
Protective without Social Security	6.50%	16.40%	6.75%	16.35%

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City of Green Bay, Wisconsin

NOTES TO BASIC FINANCIAL STATEMENTS

December 31, 2023 and 2022

Pension Asset, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2023, the Utility reported a liability (asset) of \$1,390,540 for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2022, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2021 rolled forward to December 31, 2022. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net pension liability (asset) was based on the Utility's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2022, the Utility's proportion was 0.028366430%, which was an increase of 0.00197723% from its proportion measured as of December 31, 2021.

At December 31, 2022, the Utility reported a liability (asset) of (\$2,127,002) for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of December 31, 2021, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of December 31, 2020 rolled forward to December 31, 2021. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The Utility's proportion of the net pension asset was based on the Utility's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2021, the Utility's proportion was 0.0268392%, which was a decrease of .0004504% from its proportion measured as of December 31, 2020.

For the year ended December 31, 2023 and 2022, the Utility recognized pension expense of \$417,199 and (\$469,929), respectively.

At December 31, 2023, the Utility reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 2,344,741	\$ 2,898,334
Net differences between projected and actual earnings on pension plan investments	2,139,703	-
Changes in assumptions	283,221	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	1,872	9,130
Employer contributions subsequent to the measurement date	348,191	-
Total	<u>\$ 5,117,728</u>	<u>\$ 2,907,464</u>

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December 31, 2023 and 2022

At December 31, 2022, the Utility reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 3,458,939	\$ 228,766
Net differences between projected and actual earnings on pension plan investments	-	4,832,379
Changes in assumptions	394,232	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	2,556	2,477
Employer contributions subsequent to the measurement date	317,816	-
Total	<u>\$ 4,173,543</u>	<u>\$ 5,063,622</u>

The \$348,191 reported as deferred outflows related to pension resulting from the Utility's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year ended December 31,	Net Deferred Outflow of Resources
2024	75,263
2025	385,070
2026	395,041
2027	1,006,699
Total	<u>\$ 1,862,073</u>

Actuarial Assumptions

The total pension liability in the actuarial valuation used in the current and prior period were determined using the following actuarial assumptions, applied to all periods included in the measurement:

	2023	2022
Actuarial valuation date:	December 31, 2021	December 31, 2020
Measurement date of net pension liability (asset):	December 31, 2022	December 31, 2021
Actuarial cost method:	Entry Age Normal	Entry Age Normal
Asset valuation method:	Fair Value	Fair Value
Long-term expected rate of return:	6.8%	6.8%
Discount rate:	6.8%	6.8%
Salary increases:		
Inflation	3.0%	3.0%
Seniority/Merit	0.1% - 5.6%	0.1% - 5.6%
Mortality	2020 WRS Experience Mortality Table	2020 WRS Experience Mortality Table
Post-retirement adjustments*	1.7%	1.7%

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**No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. The percentages listed above are the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.*

Actuarial assumptions are based upon an experience study published in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020. The total pension liability for December 31, 2022 is based upon a roll-forward of the liability calculated from the December 31, 2021 actuarial valuation. The total pension liability for December 31, 2021 is based upon a roll-forward of the liability calculated from the December 31, 2020 actuarial valuation.

Long-Term Expected Return on Plan Assets

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class as of December 31, 2023 are summarized in the following table:

	Current Asset Allocation %	Long-term Expected Nominal Rate of Return %	Long-term Expected Real Rate of Return %
<u>Core Fund Asset Class</u>			
Global equities	48%	7.6%	5.0%
Fixed income	25.0%	5.3%	2.7%
Inflation sensitive assets	19.0%	3.6%	1.1%
Real estate	8%	5.2%	2.6%
Private equity/debt	15%	9.6%	6.9%
Total Core Fund	115%	7.4%	4.8%
<u>Variable Fund Asset Class</u>			
U.S. equities	70%	7.2%	4.6%
International equities	30%	8.1%	5.5%
Total Variable Fund	100%	7.7%	5.1%

Asset Allocations are managed within established ranges; target percentages may differ from actual

New England Pension Consultants Long Term US CPI (Inflation) Forecast: 2.5%.

The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower-volatility assets, such as fixed income securities. This results in an asset allocation beyond 100%. Currently, an asset allocation target of 15% policy leverage is used, subject to an allowable range of up to 20%.

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NOTES TO BASIC FINANCIAL STATEMENTS

December 31, 2023 and 2022

The target allocation and best estimates of arithmetic real rates of return for each major asset class as of December 31, 2022 are summarized in the following table:

	Current Asset Allocation %	Long-term Expected Nominal Rate of Return %	Long-term Expected Real Rate of Return %
<u>Core Fund Asset Class</u>			
Global equities	52%	6.8%	4.2%
Fixed income	25.0%	4.3%	1.8%
Inflation sensitive assets	19.0%	2.7%	0.2%
Real estate	7%	5.6%	3.0%
Private equity/debt	12%	9.7%	7.0%
Total Core Fund	115%	6.6%	4.0%
<u>Variable Fund Asset Class</u>			
U.S. equities	70%	6.3%	3.7%
International equities	30%	7.2%	4.6%
Total Variable Fund	100%	6.8%	4.2%

Asset Allocations are managed within established ranges; target percentages may differ from actual monthly allocations.

New England Pension Consultants Long Term US CPI (Inflation) Forecast: 2.5%.

The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower-volatility assets, such as fixed income securities. This results in an asset allocation beyond 100%. Currently, an asset allocation target of 15% policy leverage is used, subject to an allowable range of up to 20%.

Single Discount Rate

A single discount rate of 6.80% was used to measure the total pension liability as of December 31, 2023 and December 31, 2022. As of December 31, 2023, this discount rate was based on the expected rate of return on pension plan investments of 6.80% and a long term bond rate of 4.05%. As of December 31, 2022, the discount rate was based on the expected rate of return on pension plan investments of 6.80% and a long term bond rate of 1.84%. (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2022 and 2021, respectively. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.) Because of the unique structure of WRS, the 6.80% expected rate of return implies that a dividend of approximately 1.7% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

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NOTES TO BASIC FINANCIAL STATEMENTS

December 31, 2023 and 2022

Sensitivity of the Utility's Proportionate Share of the Net Pension Asset to Changes in the Discount Rate

The following presents the Utility's proportionate share of the net pension liability calculated using the discount rate of 6.80 percent, as well as what the Utility's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.80 percent) or 1-percentage-point higher (7.80 percent) than the current rate.

The sensitivity analysis as of December 31, 2023 follows:

	1% Decrease to Discount Rate (5.80%)	Current Discount Rate (6.80%)	1% Increase to Discount Rate (7.80%)
Utility's proportionate share of the net pension liability (asset)	\$ 4,615,157	\$ 1,390,540	\$ (827,720)

The sensitivity analysis as of December 31, 2022 follows:

	1% Decrease to Discount Rate (5.80%)	Current Discount Rate (6.80%)	1% Increase to Discount Rate (7.80%)
Utility's proportionate share of the net pension liability (asset)	\$ 1,509,270	\$ (2,127,002)	\$ (4,744,469)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at <https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements>

At December 31, 2023 and 2022, the Utility reported no outstanding amount of contributions to the pension plan.

F. OTHER POSTEMPLOYMENT BENEFITS

Plan Description

The Utility provides health care insurance coverage for employees who retire until they reach the age of 65, under a plan administered by the City of Green Bay. The retired employee contributes 100% of the premium for family coverage or 100% of the premium for single coverage. The City of Green Bay obtained an actuarial valuation report dated January 1, 2021 in accordance with the parameters of GASB Statement No. 75, which resulted in an immaterial liability. As such, no liability is applicable to the utility.

WATER UTILITY

City of Green Bay, Wisconsin

NOTES TO BASIC FINANCIAL STATEMENTS

December 31, 2023 and 2022

NOTE 3: OTHER INFORMATION

A. RISK MANAGEMENT

The Utility is exposed to various risks of loss related to torts; theft of, damage to or destruction of assets; errors and omissions; workers compensation; and health care of its employees for which the government carries commercial insurance. The Utility along with the City completes an annual review of its insurance coverage to ensure adequate coverage.

Liability Self-Insurance Fund

During 1987, the City of Green Bay, along with the Utility as a department of the City, together with certain other units of government within the State of Wisconsin, created the Cities and Villages Mutual Insurance Company (CVMIC) to provide liability insurance services to its members under section 611.23 of the Wisconsin Statutes. The Utility, along with the City, is partially self-insured for liability insurance and pays premiums to CVMIC for its excess liability insurance coverage. The actuary for CVMIC determines premium charges to its members who are required to pay the expected claims and loss adjustment expenses. CVMIC's ongoing operational expenses, other than loss adjustment expenses, are apportioned pro rata to each member. CVMIC provides general liability, police and nurses professional liability, public official's liability, vehicle liability and excess liability coverage for the Utility and the City up to \$2,000,000. The Utility's self-insured retention limit is \$250,000 for any one occurrence, \$1,000,000 retention aggregate per year. The City and Utility also carry excess insurance, which covers up to \$5,000,000 per occurrence above CVMIC limit and \$15,000,000 aggregate for all members. Premiums paid by the Utility to CVMIC are expensed over the term of the policy coverage period. A separate financial report is issued annually by CVMIC. Claims liabilities of \$1,150,020 at December 31, 2023 and \$535,065 at December 31, 2022 were reported in the City of Green Bay's liability self-insurance internal service fund based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the City's internal service fund's claim liability amount for 2023 and 2022 follow:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2023	\$ 535,065	\$ 1,058,394	\$ 443,439	\$ 1,150,020
2022	698,125	200,848	363,908	535,065

Health and Dental Self-Insurance Fund

Utility and City employees, retirees and employee dependents are eligible for medical and dental benefits from a health and dental self-insurance fund. Funding is provided by charges to

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City of Green Bay, Wisconsin

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December 31, 2023 and 2022

the Utility, the City, employees and retirees. Retirees are billed monthly premiums for health and dental benefits. Through December 31, 2012, retirees were allowed to pay the same premium as active employees. Effective January 1, 2013, a ten year plan was approved by the City Common Council, whereby, retirees' premiums will increase with medical inflation plus an average of 6.6% annually and accumulating over the ten year period to place their rate more in line with costs incurred by the retiree group. The program is supplemented by stop loss protection, which limits the Utility's and City's annual liability. The 2023 and 2022 stop loss limits are \$300,000 and \$300,000, respectively, per specific claim plus an additional risk corridor of \$65,000. Fund expenses consist of payments to consultants and administrators, medical and dental claims, and stop loss insurance premiums.

Claims liabilities of \$863,709 at December 31, 2023 and \$1,097,759 at December 31, 2022 were reported in the City of Green Bay's health and dental self-insurance internal service fund based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

Changes in the City's health and dental internal service fund's claim liability amount for 2023 and 2022 follow:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2023	\$ 1,097,759	\$ 11,913,229	\$ 12,147,279	\$ 863,709
2022	485,885	12,022,073	11,410,199	1,097,759

Workers' Compensation Self-Insurance Fund

The Utility, along with the City, have established a workers' compensation self-insurance fund to finance workers compensation awards for their employees. The program is funded by charges to the Utility and the City. The program is also supplemented by stop loss protection, which limits the Utility's and City's annual liability to \$750,000 for protective employees and \$500,000 for non-protective employees, per incident, per occurrence. Fund expenses and the accrual of claim liabilities are accounted for in the same manner as discussed previously for the health and dental self-insurance fund.

Claims liabilities of \$1,734,335 at December 31, 2023 and \$2,054,204 at December 31, 2022 were reported in the City of Green Bay's workers' compensation self-insurance internal service fund based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the

WATER UTILITY

City of Green Bay, Wisconsin

NOTES TO BASIC FINANCIAL STATEMENTS

December 31, 2023 and 2022

amount of the loss can be reasonably estimated. Changes in the City's workers' compensation internal service fund's claim liability amount for 2023 and 2022 follow:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2023	\$ 2,054,204	\$ 498,613	\$ 818,482	\$ 1,734,335
2022	2,599,012	509,170	1,053,978	2,054,204

C. UPCOMING ACCOUNTING PROUNOUNCEMENTS

The Governmental Accounting Standards Board (GASB) has approved the following:

- Statement No. 100, *Accounting Changes and Error Corrections*
- Statement No. 101, *Compensated Absences*
- Statement No. 102, *Certain Risk Disclosures*

When they become effective, application of these standards may restate portions of these financial statements.

SUBSEQUENT EVENT

The Utility evaluated subsequent events through June 3, 2024, the date that the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

WATER UTILITY

City of Green Bay, Wisconsin

Schedule of Utility's Proportionate Share of the Net Pension Liability (Asset) Wisconsin Retirement System Last 10 Fiscal Years

Plan Year Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll (plan year)	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
12/31/14	0.53764610%	\$ (585,000)	\$ 3,403,626	-17.19%	102.74%
12/31/15	0.53750286%	339,039	3,152,743	10.75%	98.20%
12/31/16	0.54797926%	196,716	3,732,012	5.27%	99.12%
12/31/17	0.56415122%	(718,059)	3,896,613	-18.43%	102.93%
12/31/18	0.58669892%	910,735	4,056,940	22.45%	96.45%
12/31/19	0.02635809%	(858,420)	4,235,244	-20.27%	102.96%
12/31/20	0.02683957%	(1,675,610)	4,473,363	-37.46%	105.26%
12/31/21	0.02638920%	(2,127,002)	4,616,785	-46.07%	106.02%
12/31/22	0.02589184%	1,390,540	4,708,385	29.53%	95.72%

Schedule of Contributions Wisconsin Retirement System Last 10 Fiscal Years

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll (fiscal year)	Contributions as a Percentage of Covered Payroll
12/31/15	\$ 214,387	\$ 214,387	\$ -	\$ 3,152,743	6.80%
12/31/16	237,557	237,557	-	3,732,012	6.37%
12/31/17	264,969	264,969	-	3,896,613	6.80%
12/31/18	271,815	271,815	-	4,056,940	6.70%
12/31/19	277,410	277,410	-	4,235,244	6.55%
12/31/20	301,952	301,952	-	4,473,363	6.75%
12/31/21	311,633	311,633	-	4,616,785	6.75%
12/31/22	317,816	317,816	-	4,708,385	6.75%
12/31/23	348,191	348,191	-	5,356,785	6.50%

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

Changes in benefit terms. There were no changes of benefit terms for any participating employer in the Wisconsin Retirement System.

Changes of assumptions: Based on a three-year experience study conducted in 2021 covering January 1, 2018 through December 31, 2020, the ETF Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2021, including the following:

- Lowering the long-term expected rate of return from 7.0% to 6.8%
- Lowering the discount rate from 7.0% to 6.8%
- Lowering the price inflation rate from 2.5% to 2.4%
- Lowering the post-retirement adjustments from 1.9% to 1.7%
- Mortality assumptions were changed to reflect updated trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table

The amounts reported for each fiscal year were determined as of the calendar year-end that occurred within the prior fiscal year. The Utility is required to present the last ten fiscal years of data; however accounting standards allow the presentation of as many years as are available until ten fiscal years are presented.

SUPPLEMENTARY FINANCIAL INFORMATION

WATER UTILITY

City of Green Bay, Wisconsin
Operating Revenues and Expenses
For Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
OPERATING REVENUES		
Charges for services		
Residential	\$ 7,571,542	\$ 7,377,404
Commercial	3,706,899	3,734,487
Industrial	6,524,612	6,624,403
Public authority	474,615	448,311
Wholesale	3,784,436	3,904,051
Private fire protection	162,874	160,385
Public fire protection	<u>1,386,083</u>	<u>1,377,884</u>
Total charges for services	<u>23,611,061</u>	<u>23,626,925</u>
Other revenues		
Forfeited discounts	130,126	125,793
Sewer and Storm water collection	1,457,285	1,377,573
Other water revenues	<u>359,511</u>	<u>320,545</u>
Total other revenues	<u>1,946,922</u>	<u>1,823,911</u>
 Total Operating Revenues	 <u>25,557,983</u>	 <u>25,450,836</u>
OPERATING EXPENSES		
Plant operation and maintenance		
Source of supply	50,576	1,281,575
Pumping	1,744,585	1,469,057
Water treatment	2,295,283	1,777,415
Transmission and distribution	2,155,522	2,273,224
Maintenance	1,369,674	916,088
Meter	200,201	264,047
Customer installation	234,262	124,222
Customer records and collecting	1,020,807	942,080
Customer service and Information	70,498	72,478
Meter reading	55,804	13,264
Administrative and general	<u>4,107,765</u>	<u>2,886,046</u>
 Total Plant Operation and Maintenance	 <u>13,304,977</u>	 <u>12,019,496</u>
Depreciation	5,833,752	5,481,708
Total Operating Expenses	<u>19,138,729</u>	<u>17,501,204</u>
 Operating income	 <u><u>\$ 6,419,254</u></u>	 <u><u>\$ 7,949,632</u></u>

WATER UTILITY

City of Green Bay, Wisconsin Schedule of Operating Expenses by Function and Object Year Ended December 31, 2023

Operating Expense Function:	Total	Labor Salaries and Fringe Benefits	Professional Services
Source of Supply expense			
Purchased water	\$ 8,966	\$ -	\$ -
Maintenance of lake, river and other intakes	-	-	-
Maintenance of supply mains	41,610	27,599	3,180
Total source of supply expense	50,576	27,599	3,180
Pumping expense			
Fuel and electric power purchased	1,004,861	-	-
Operation supervision	124,854	124,854	-
Labor and expense	141,876	83,373	90
Maintenance of structures	189,359	47,102	23,312
Maintenance of equipment	283,635	117,840	103,549
Total pumping expense	1,744,585	373,169	126,951
Water treatment expense			
Operation supervision	154,228	154,228	-
Labor and expense	1,202,484	497,921	293,247
Chemicals	554,880	-	-
Maintenance of structures	43,560	20,701	13,812
Maintenance of equipment	340,131	153,456	25,519
Total water treatment expense	2,295,283	826,306	332,578
Transmission and distribution expense			
Supervision and engineering	239,519	239,519	-
Labor and expense	657,645	373,661	63,553
Maintenance of mains	1,258,358	395,895	505,963
Total transmission and distribution expense	2,155,522	1,009,075	569,516
Maintenance expense			
Tanks and reservoirs	81,264	5,894	44,570
Services	773,855	274,745	239,716
Meters	65,679	65,632	47
Hydrants	184,559	98,494	19,109
Buildings	264,317	20,910	171,747
Total maintenance expense	1,369,674	465,675	475,189
Meter expense	200,201	160,256	8,440
Customers' installation expense	234,262	214,985	-
Customer records and collecting expense	1,020,807	490,670	-
Customer service and information expenses	70,498	67,779	-
Meter reading expense	55,804	3,970	51,834
Depreciation	5,833,752	-	-
Administrative and general expense			
Employee benefits	2,025,034	1,684,300	-
Amortization of non-utility plant	131,453	-	-
Public Service Commission remainder assessment	21,356	-	-
Insurance	129,536	-	-
Uncollectible accounts	10,094	-	-
Administrative salaries	830,322	830,322	-
Office supplies and expense	98,491	-	-
Professional and special services	554,013	-	554,013
Miscellaneous general expense	307,466	217,182	-
Total administrative and general expense	4,107,765	2,731,804	554,013
Total Operating Expenses	\$ 19,138,729	\$ 6,371,288	\$ 2,121,701

Materials, Supplies, Equipment & Other Costs	Power for Pumping	Depreciation	Insurance and Taxes
\$ 8,966	\$ -	\$ -	\$ -
-	-	-	-
10,831	-	-	-
19,797	-	-	-
-	1,004,861	-	-
-	-	-	-
58,413	-	-	-
118,945	-	-	-
62,246	-	-	-
239,604	1,004,861	-	-
-	-	-	-
411,316	-	-	-
554,880	-	-	-
9,047	-	-	-
161,156	-	-	-
1,136,399	-	-	-
-	-	-	-
220,431	-	-	-
356,500	-	-	-
576,931	-	-	-
30,800	-	-	-
259,394	-	-	-
-	-	-	-
66,956	-	-	-
71,660	-	-	-
428,810	-	-	-
31,505	-	-	-
19,277	-	-	-
530,137	-	-	-
2,719	-	-	-
-	-	-	-
-	-	5,833,752	-
-	-	-	340,734
131,453	-	-	-
-	-	-	21,356
-	-	-	129,536
10,094	-	-	-
-	-	-	-
98,491	-	-	-
-	-	-	-
90,284	-	-	-
330,322	-	-	491,626
\$ 3,315,501	\$ 1,004,861	\$ 5,833,752	\$ 491,626

WATER UTILITY
City of Green Bay, Wisconsin
Capital Assets
Year Ended December 31, 2023

Capital Assets Description:	Balance 1/1/23	2023 Additions	2023 Disposals	Balance 12/31/23
General Green Bay Plant				
Land	\$ 264,966	\$ -	\$ -	\$ 264,966
Pumping plant structures	3,488,872	8,687	(841)	3,496,718
Reservoirs and standpipes	4,484,500	-	(56,656)	4,427,844
Wells	706,215	-	-	706,215
Stores, shop, garage and office building	8,036,903	-	-	8,036,903
Water treatment structures	2,835	-	-	2,835
Supply mains	5,119,516	-	-	5,119,516
Distribution mains	88,577,119	3,489,015	(155,588)	91,910,546
Services	23,437,290	867,581	(150,103)	24,154,768
Meters	9,030,614	665,946	(208,195)	9,488,365
Hydrants	9,693,962	550,864	(53,137)	10,191,689
Water treatment equipment:				
Chlorination	154,484	-	-	154,484
Telemetry equip - SCADA	190,736	-	-	190,736
Electric pumping equipment	1,436,869	-	-	1,436,869
Power production equipment	237,309	-	-	237,309
Power operated equipment	657,421	143,030	(64,250)	736,201
Tools, shop, and garage equipment	1,325,111	27,101	-	1,352,212
Stores equipment	26,117	-	-	26,117
Transportation equipment	2,582,712	92,539	(28,138)	2,647,113
Communication equipment	58,035	-	(47,055)	10,980
Office furniture & equipment	384,345	957	(1,397)	383,905
Office computers	3,891,932	223,523	(146,097)	3,969,358
	163,787,863	6,069,243	(911,457)	168,945,649
Lake Michigan Supply System				
Land	259,723	-	-	259,723
Pumping plant structures	2,984,715	-	-	2,984,715
Reservoirs and standpipes	97,448	-	-	97,448
Water treatment structures	15,441,936	8,261	-	15,450,197
Lake intakes	1,539,207	-	-	1,539,207
Supply mains	44,008,430	12,197	-	44,020,627
Distribution mains	646,048	-	-	646,048
Electric pumping equipment	3,758,800	5,945	-	3,764,745
Water treatment equipment:				
Filtration	17,759,028	17,292	(32,582)	17,743,738
Chlorination	456,849	6,770	-	463,619
Telemetry equip - SCADA	628,368	97,180	-	725,548
Tools and work equipment	43,664	-	(4,586)	39,078
Laboratory equipment	97,375	9,938	-	107,313
Communication equipment	366,263	58,696	(182,343)	242,616
Office furniture & equipment	14,734	-	-	14,734
Office computers	41,445	-	(6,859)	34,586
Power production equipment	1,612,314	-	-	1,612,314
	89,756,347	216,279	(226,370)	89,746,256
Construction in Progress	90,374	153,660	(45,093)	198,941
Total	\$ 253,634,584	\$ 6,439,182	\$ (1,182,920)	\$ 258,890,846

WATER UTILITY
City of Green Bay, Wisconsin
Accumulated Depreciation
Year Ended December 31, 2023

Capital Assets Description:	Depreciation Rate	Accumulated Depreciation 1/1/23	2023 Depreciation
General Green Bay Plant			
Land	---	\$ -	\$ -
Pumping plant structures	3.2%	2,972,772	111,769
Reservoirs and standpipes	1.9%	2,669,038	84,667
Wells	2.9%	637,214	20,480
Stores, shop, garage and office building	2.9%	1,860,885	233,070
Water treatment structures	3.2%	2,835	-
Supply mains	1.8%	2,474,714	92,151
Distribution mains	1.3%	17,082,285	1,173,170
Services	2.9%	9,799,318	690,085
Meters	5.5%	3,893,107	509,272
Hydrants	2.2%	3,030,941	218,742
Water treatment equipment - chlorination	6.0%	154,484	-
Telemetry equipment - SCADA	9.2%	190,736	-
Electric pumping equipment	4.4%	1,436,869	-
Power production equipment	4.4%	180,496	7,289
Power operated equipment	7.5%	657,421	52,261
Tools, shop, and garage equipment	5.8%	951,886	77,642
Stores equipment	5.8%	26,117	-
Transportation equipment	13.3%	2,582,712	80,139
Communication equipment	15.0%	58,035	-
Office furniture & equipment	5.8%	40,085	22,279
Office computers	26.7%	3,891,932	223,522
		<u>54,593,882</u>	<u>3,596,538</u>
Lake Michigan Supply System			
Land	---	-	-
Pumping plant structures	3.2%	2,307,542	95,511
Reservoirs and standpipes	1.9%	92,841	1,852
Water treatment structures	3.2%	12,069,523	494,365
Lake intakes	1.7%	1,049,885	26,167
Supply mains	1.8%	15,227,805	792,262
Distribution mains	1.3%	353,343	8,399
Water treatment equipment - filtration	3.3%	12,102,898	585,796
Water treatment equipment - chlorination	6.0%	378,314	36,883
Telemetry equipment - SCADA	9.2%	628,368	75,039
Electric pumping equipment	4.4%	2,618,398	228,740
Power production equipment	4.4%	1,612,314	49,522
Tools and work equipment	5.8%	38,463	2,400
Laboratory equipment	5.8%	27,337	5,936
Communication equipment	15.0%	366,264	45,929
Office furniture & equipment	5.8%	8,546	855
Office computers	26.7%	41,445	-
		<u>48,923,286</u>	<u>2,449,656</u>
Total		<u>\$ 103,517,168</u>	<u>\$ 6,046,194</u>

2023 Salvage Proceeds	2023 Retirements	Accumulated Depreciation 12/31/23	Asset Cost 12/31/23	Net Book Value 12/31/23
\$ -	\$ -	\$ -	\$ 264,966	\$ 264,966
-	(841)	3,083,700	3,496,718	413,018
-	(91,500)	2,662,205	4,427,844	1,765,639
-	-	657,694	706,215	48,521
-	-	2,093,955	8,036,903	5,942,948
-	-	2,835	2,835	-
-	-	2,566,865	5,119,516	2,552,651
-	(155,587)	18,099,868	91,910,546	73,810,678
-	(150,103)	10,339,300	24,154,768	13,815,468
6,783	(208,195)	4,200,967	9,488,365	5,287,398
12,439	(53,137)	3,208,985	10,191,689	6,982,704
-	-	154,484	154,484	-
-	-	190,736	190,736	-
-	-	1,436,869	1,436,869	-
-	-	187,785	237,309	49,524
30,000	(64,250)	675,432	736,201	60,769
1,600	-	1,031,128	1,352,212	321,084
-	-	26,117	26,117	-
12,400	(28,138)	2,647,113	2,647,113	-
-	(47,055)	10,980	10,980	-
-	(1,398)	60,966	383,905	322,939
-	(146,096)	3,969,358	3,969,358	-
63,222	(946,300)	57,307,342	168,945,649	111,638,307
-	-	-	259,723	259,723
-	-	2,403,053	2,984,715	581,662
-	-	94,693	97,448	2,755
-	-	12,563,888	15,450,197	2,886,309
-	-	1,076,052	1,539,207	463,155
-	-	16,020,067	44,020,627	28,000,560
-	-	361,742	646,048	284,306
-	(32,582)	12,656,112	3,764,745	(8,891,367)
-	-	415,197	17,743,738	17,328,541
-	-	703,407	463,619	(239,788)
-	-	2,847,138	725,548	(2,121,590)
-	-	1,661,836	39,078	(1,622,758)
-	(4,586)	36,277	107,313	71,036
-	-	33,273	242,616	209,343
-	(182,343)	229,850	14,734	(215,116)
-	-	9,401	34,586	25,185
-	(6,859)	34,586	1,612,314	1,577,728
-	(226,370)	51,146,572	89,746,256	38,599,684
\$ 63,222	\$ (1,172,670)	\$ 108,453,914	\$ 258,691,905	\$ 150,237,991

WATER UTILITY

City of Green Bay, Wisconsin
Bond Interest and Redemption Requirements
Waterworks Mortgage Revenue Bonds Series 2014
Year Ended December 31, 2023

Year	Balance Outstanding January 1	Principal Requirements	Interest Rate	Interest Requirements	Total Annual Requirements
2024	\$ 7,090,000	\$ 875,000	3.00%	\$ 234,625	\$ 1,109,625
2025	6,215,000	900,000	3.00%	208,375	1,108,375
2026	5,315,000	930,000	3.00%	181,375	1,111,375
2027	4,385,000	960,000	3.50%	153,475	1,113,475
2028	3,425,000	1,000,000	3.50%	119,875	1,119,875
2029	2,425,000	2,425,000	3.50%	84,875	2,509,875

These bonds, dated October 14, 2014, were issued for an original amount of \$14,055,000. The bonds mature serially on November 1, of each year with final payment due November 1, 2029. Interest is payable semiannually on May 1 and November 1, at the rates shown above. Interest and principal redemption payments are paid out of the Water System Special Redemption Fund. The bonds originally were in \$5,000 denominations. The bonds maturing on or after November 1, 2025, are callable at the option of the Utility on or after November 1, 2019, at par plus accrued interest.

WATER UTILITY

City of Green Bay, Wisconsin
Bond Interest and Redemption Requirements
Waterworks Mortgage Revenue Bonds Series 2017
Year Ended December 31, 2023

Year	Balance Outstanding January 1	Principal Requirements	Interest Rate	Interest Requirements	Total Annual Requirements
2024	\$ 3,170,000	\$ 3,170,000	2.56%	\$ 81,152	\$ 3,251,152

These bonds, dated October 17, 2017, were issued for an original amount of \$15,730,000. The bonds mature serially on November 1, of each year with final payment due November 1, 2024. Interest is payable semiannually on May 1 and November 1, at the rates shown above. Interest and principal redemption payments are paid out of the Water System Special Redemption Fund. The bonds are non-callable.

WATER UTILITY

City of Green Bay, Wisconsin
Bond Interest and Redemption Requirements
Waterworks Mortgage Revenue Bonds Series 2019
Year Ended December 31, 2023

Year	Balance Outstanding January 1	Principal Requirements	Interest Rate	Interest Requirements	Total Annual Requirements
2024	\$ 18,705,000	\$ -	5.00%	\$ 831,150	\$ 831,150
2025	18,705,000	2,630,000	5.00%	831,150	3,461,150
2026	16,075,000	2,760,000	5.00%	699,650	3,459,650
2027	13,315,000	2,905,000	5.00%	561,650	3,466,650
2028	10,410,000	3,040,000	4.00%	416,400	3,456,400
2029	7,370,000	7,370,000	4.00%	294,800	7,664,800

These bonds, dated August 5, 2019, were issued for an original amount of \$18,705,000. The bonds mature serially on November 1, of each year with final payment due November 1, 2029. Interest is payable semiannually on May 1 and November 1, at the rates shown above. Interest and principal redemption payments are paid out of the Water System Special Redemption Fund. The remaining bonds maturing on or after November 1, 2027, are callable at the option of the Utility, at par plus accrued interest.

WATER UTILITY

City of Green Bay, Wisconsin
Bond Interest and Redemption Requirements
Waterworks Mortgage Revenue Bonds Series 2021
Year Ended December 31, 2023

Year	Balance Outstanding January 1	Principal Requirements	Interest Rate	Interest Requirements	Total Annual Requirements
2024	\$ 5,965,000	\$ 370,000	3.00%	\$ 143,200	\$ 513,200
2025	5,595,000	380,000	3.00%	132,100	512,100
2026	5,215,000	395,000	3.00%	120,700	515,700
2027	4,820,000	405,000	3.00%	108,850	513,850
2028	4,415,000	420,000	4.00%	96,700	516,700
2029	3,995,000	435,000	2.00%	79,900	514,900
2030	3,560,000	445,000	2.00%	71,200	516,200
2031	3,115,000	285,000	2.00%	62,300	347,300
2032	2,830,000	290,000	2.00%	56,600	346,600
2033	2,540,000	295,000	2.00%	50,800	345,800
2034	2,245,000	300,000	2.00%	44,900	344,900
2035	1,945,000	310,000	2.00%	38,900	348,900
2036	1,635,000	315,000	2.00%	32,700	347,700
2037	1,320,000	320,000	2.00%	26,400	346,400
2038	1,000,000	325,000	2.00%	20,000	345,000
2039	675,000	335,000	2.00%	13,500	348,500
2040	340,000	340,000	2.00%	6,800	346,800

These bonds, dated March 23, 2021, were issued for an original amount of \$7,080,000. The bonds mature serially on November 1, of each year with final payment due November 1, 2040. Interest is payable semiannually on May 1 and November 1, at the rates shown above. Interest and principal redemption payments are paid out of the Water System Special Redemption Fund. The remaining bonds maturing on or after November 1, 2028, are callable at the option of the Utility, at par plus accrued interest.

STATISTICAL SECTION

WATER UTILITY
City of Green Bay, Wisconsin
STATISTICAL SECTION

This section of the City of Green Bay Water Utility's Comprehensive Annual Financial Report presents detailed information to help understand what the information in the management's discussion and analysis, financial statements, notes to the financial statements, and supplementary financial information says about the Water Utility's overall financial condition.

<u>Contents:</u>	<u>Pages</u>
Financial Trends These schedules present trend information to help the reader understand how the Water Utility's financial performance and condition has changed over time.	57 - 63
Debt Capacity This schedule presents information to help the reader assess the affordability of the Water Utility's current levels of outstanding debt and the Water Utility's ability to issue additional debt in the future.	64
Revenue Capacity These schedules present information to help the reader assess the Water Utility's most significant revenue source, water sales.	65 - 74
Demographic and Economic Information These schedules present information to help the reader understand the environment within which the Water Utility's financial activities take place.	75 - 76
Operating Information These schedules present information to help the reader understand how the information in the Water Utility's financial report relates to the services the Water Utility provides and the activities it performs.	77 - 86

Sources:

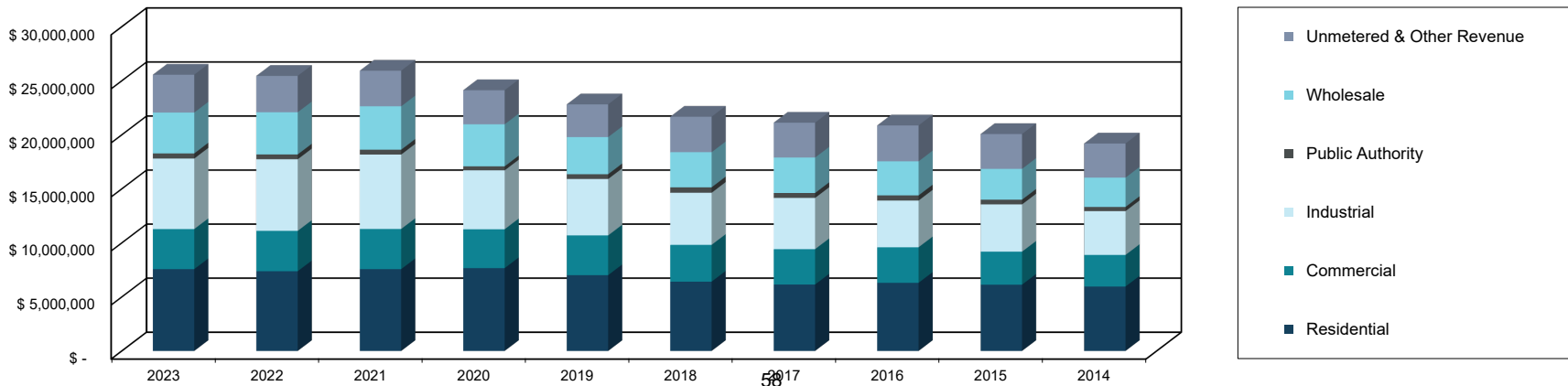
Unless otherwise noted, the information in these schedules is derived from the Water Utility's Comprehensive Annual Financial Report for the relevant year.

WATER UTILITY
City of Green Bay, Wisconsin
CHANGE IN NET POSITION
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Operating Revenues										
Metered sales - Residential	\$ 7,571,542	\$ 7,377,404	\$ 7,570,248	\$ 7,663,060	\$ 7,013,327	\$ 6,414,239	\$ 6,147,021	\$ 6,304,242	\$ 6,132,565	\$ 5,960,672
Metered sales - Commercial	3,706,899	3,734,487	3,716,900	3,597,822	3,677,571	3,403,825	3,273,444	3,289,651	3,054,456	2,922,135
Metered sales - Industrial	6,524,612	6,624,403	6,886,481	5,450,345	5,219,982	4,820,093	4,740,471	4,323,113	4,373,034	4,057,829
Public authority sales	474,615	448,311	448,152	369,660	443,568	503,235	454,138	477,730	438,716	382,658
Metered sales - Wholesale	3,784,436	3,904,051	4,018,681	3,894,966	3,434,908	3,251,388	3,281,062	3,150,957	2,851,616	2,717,086
Private fire protection	162,874	160,385	158,255	150,444	140,085	136,171	136,032	133,439	131,784	129,493
Public fire protection	1,386,083	1,377,884	1,380,074	1,364,722	1,340,187	1,621,169	1,648,626	1,647,390	1,648,897	1,552,420
Customer late payment charges	130,126	125,793	115,967	73,934	152,709	132,069	145,078	140,112	140,257	150,780
Sewer and storm water collection revenue	1,457,285	1,377,573	1,322,988	1,255,747	1,113,612	1,107,529	1,010,436	1,136,437	1,088,069	1,097,203
Other operating revenues	359,511	320,545	313,431	304,798	278,140	281,558	283,799	262,389	211,171	224,078
Total Operating Revenues	25,557,983	25,450,836	25,931,177	24,125,498	22,814,089	21,671,276	21,120,107	20,865,460	20,070,565	19,194,354
Operating Expenses										
Source of supply expense	50,576	1,281,575	766,508	41,482	50,419	69,896	53,754	67,839	53,096	70,376
Pumping expense	1,744,585	1,469,057	1,549,057	1,266,797	1,273,185	1,300,382	1,306,604	1,284,390	1,205,066	1,080,950
Water treatment expense	2,295,283	1,777,415	1,882,079	1,502,504	2,019,678	1,222,482	1,274,754	1,213,056	1,376,668	1,299,728
Transmission and distribution expense	2,155,522	2,273,224	2,107,171	2,051,157	2,052,215	1,974,838	1,857,277	1,439,930	1,856,801	2,414,863
Maintenance expense	1,369,675	916,088	792,038	850,495	649,173	714,895	765,767	1,023,866	777,988	928,899
Meter expense	200,201	264,047	268,940	175,930	150,204	200,932	134,708	186,550	158,340	165,158
Customers' installation expense	234,262	124,222	81,284	92,147	90,518	102,821	89,500	87,456	92,064	146,836
Customer records and collecting expense	1,020,807	942,080	988,384	941,952	818,163	802,270	873,639	875,779	706,093	713,772
Customer service and information expense	70,498	72,478	-	-	-	-	-	-	-	-
Meter reading expense	55,804	13,264	14,460	30,538	28,213	15,534	17,442	20,404	22,506	40,924
Administrative and general expense	4,107,765	2,886,046	2,753,828	3,139,493	3,247,380	2,986,706	2,944,037	2,899,819	2,143,951	2,202,233
Depreciation	5,833,752	5,481,708	5,386,567	5,295,672	5,228,702	5,253,175	5,217,239	5,155,128	5,109,163	4,698,513
Taxes	2,385,127	2,367,148	2,457,195	2,545,829	2,477,790	2,353,288	2,297,587	2,310,073	2,300,268	2,358,178
Total Operating Expenses	21,523,856	19,868,352	19,047,511	17,933,996	18,085,640	16,997,219	16,832,308	16,564,290	15,802,004	16,120,430
Operating Income	4,034,127	5,582,484	6,883,666	6,191,502	4,728,449	4,674,057	4,287,799	4,301,170	4,268,561	3,073,924
Nonoperating Revenues (Expenses)										
Interest income	1,012,478	27,875	29,438	319,661	607,969	275,633	222,044	181,549	177,081	239,425
Grant Revenue	-	-	-	205,400	-	-	-	-	-	-
Miscellaneous income	334,308	315,806	309,593	216,220	177,538	144,923	149,382	36,502	46,911	45,539
Interest and fiscal expense	(1,381,761)	(1,484,542)	(1,644,170)	(1,472,722)	(1,970,057)	(1,693,833)	(2,340,166)	(2,320,992)	(2,424,537)	(2,838,129)
Amortization of debt premium net of discounts	438,556	438,556	434,434	421,616	222,625	227,442	227,442	227,442	227,442	152,016
Amortization of loss on advance refundings	(119,256)	(157,452)	(191,685)	(221,959)	(224,583)	(385,645)	(180,723)	(180,722)	(259,780)	(263,756)
Total Nonoperating Revenues (Expenses)	284,325	(859,757)	(1,062,390)	(531,784)	(1,186,508)	(1,431,480)	(1,922,021)	(2,056,221)	(2,232,883)	(2,664,905)
Excess before contributions	4,318,452	4,722,727	5,821,276	5,659,718	3,541,941	3,242,577	2,365,778	2,244,949	2,035,678	409,019
Capital contributions	491,546	279,528	209,823	591,178	1,325,622	782,979	638,822	434,274	15,742	252,240
Cumulative effect of change in accounting principle	-	-	-	-	-	-	-	-	1,181,454	-
Change in Net Position	\$ 4,809,998	\$ 5,002,255	\$ 6,031,099	\$ 6,250,896	\$ 4,867,563	\$ 4,025,556	\$ 3,004,600	\$ 2,679,223	\$ 3,232,874	\$ 661,259

WATER UTILITY
City of Green Bay, Wisconsin
OPERATING REVENUES BY SOURCE
Last Ten Years

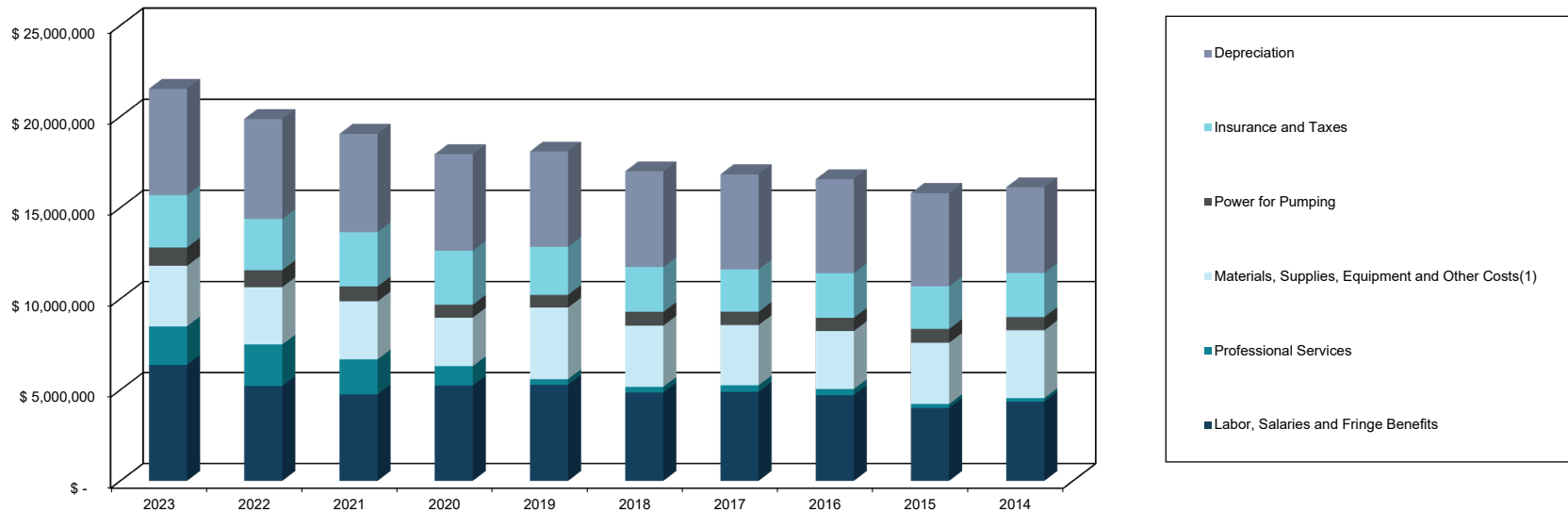
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Metered Sales:										
Residential	\$ 7,571,542	\$ 7,377,404	\$ 7,570,248	\$ 7,663,060	\$ 7,013,327	\$ 6,414,239	\$ 6,147,021	\$ 6,304,242	\$ 6,132,565	\$ 5,960,672
Commercial	3,706,899	3,734,487	3,716,900	3,597,822	3,677,571	3,403,825	3,273,444	3,289,651	3,054,456	2,922,135
Industrial	6,524,612	6,624,403	6,886,481	5,450,345	5,219,982	4,820,093	4,740,471	4,323,113	4,373,034	4,057,829
Public Authority	474,615	448,311	448,152	369,660	443,568	503,235	454,138	477,730	438,716	382,658
Wholesale	3,784,436	3,904,051	4,018,681	3,894,966	3,434,908	3,251,388	3,281,062	3,150,957	2,851,616	2,717,086
Total Metered Sales	22,062,104	22,088,656	22,640,462	20,975,853	19,789,356	18,392,780	17,896,136	17,545,693	16,850,387	16,040,380
Private Fire Protection	162,874	160,385	158,255	150,444	140,085	136,171	136,032	133,439	131,784	129,493
Public Fire Protection	1,386,083	1,377,884	1,380,074	1,364,722	1,340,187	1,621,169	1,648,626	1,647,390	1,648,897	1,552,420
Customer Late Payment Charges	130,126	125,793	115,967	73,934	152,709	132,069	145,078	140,112	140,257	150,780
Sewer/stormwater Collection Revenue	1,457,285	1,377,573	1,322,988	1,255,747	1,113,612	1,107,529	1,010,436	1,136,437	1,088,069	1,097,203
Other Operating Revenues	359,511	320,545	313,431	304,798	278,140	281,558	283,799	262,389	211,171	224,078
Total Operating Revenue	\$ 25,557,983	\$ 25,450,836	\$ 25,931,177	\$ 24,125,498	\$ 22,814,089	\$ 21,671,276	\$ 21,120,107	\$ 20,865,460	\$ 20,070,565	\$ 19,194,354



WATER UTILITY
City of Green Bay, Wisconsin
OPERATING EXPENSES BY OBJECT
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Labor, Salaries and Fringe Benefits	\$ 6,371,288	\$ 5,212,218	\$ 4,753,785	\$ 5,237,015	\$ 5,277,984	\$ 4,859,923	\$ 4,887,097	\$ 4,712,251	\$ 4,009,150	\$ 4,353,876
Professional Services	2,121,701	2,279,311	1,918,285	1,063,897	315,280	309,726	363,553	330,185	208,279	193,794
Materials, Supplies, Equipment and Other Costs ⁽¹⁾	3,315,501	3,151,152	3,189,301	2,670,102	3,924,720	3,359,758	3,310,052	3,189,902	3,367,310	3,722,090
Power for Pumping	1,004,861	930,875	815,310	701,814	700,620	747,983	725,704	724,700	756,644	727,674
Insurance and Taxes	2,876,753	2,813,088	2,984,263	2,965,496	2,638,334	2,466,654	2,328,663	2,452,124	2,351,458	2,424,483
Operating Expenses before Depreciation	15,690,104	14,386,644	13,660,944	12,638,324	12,856,938	11,744,044	11,615,069	11,409,162	10,692,841	11,421,917
Depreciation	5,833,752	5,481,708	5,386,567	5,295,672	5,228,702	5,253,175	5,217,239	5,155,128	5,109,163	4,698,513
Total Operating Expenses	<u>\$ 21,523,856</u>	<u>\$ 19,868,352</u>	<u>\$ 19,047,511</u>	<u>\$ 17,933,996</u>	<u>\$ 18,085,640</u>	<u>\$ 16,997,219</u>	<u>\$ 16,832,308</u>	<u>\$ 16,564,290</u>	<u>\$ 15,802,004</u>	<u>\$ 16,120,430</u>

(1) Materials, supplies, equipment and other costs include chemicals.



WATER UTILITY
City of Green Bay, Wisconsin
NONOPERATING REVENUES AND EXPENSES
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Interest income	\$ 1,012,478	\$ 27,875	\$ 29,438	\$ 319,661	\$ 607,969	\$ 275,633	\$ 222,044	\$ 181,549	\$ 177,081	\$ 239,425
Grant revenue	-	-	-	205,400	-	-	-	-	-	-
Miscellaneous income	334,308	315,806	309,593	216,220	177,538	144,923	149,382	36,502	46,911	45,539
Interest and fiscal charges	(1,381,761)	(1,484,542)	(1,644,170)	(1,472,722)	(1,970,057)	(1,693,833)	(2,340,166)	(2,320,992)	(2,424,537)	(2,838,129)
Amortization of debt premium	438,556	438,556	434,434	421,616	373,759	227,442	227,442	227,442	227,442	152,016
Amortization of loss on advance refundings	(119,256)	(157,452)	(191,685)	(221,959)	(375,717)	(385,645)	(180,723)	(180,722)	(259,780)	(263,756)
Total Nonoperating Revenues and (Expenses)	<u>\$ 284,325</u>	<u>\$ (859,757)</u>	<u>\$ (1,062,390)</u>	<u>\$ (531,784)</u>	<u>\$ (1,186,508)</u>	<u>\$ (1,431,480)</u>	<u>\$ (1,922,021)</u>	<u>\$ (2,056,221)</u>	<u>\$ (2,232,883)</u>	<u>\$ (2,664,905)</u>

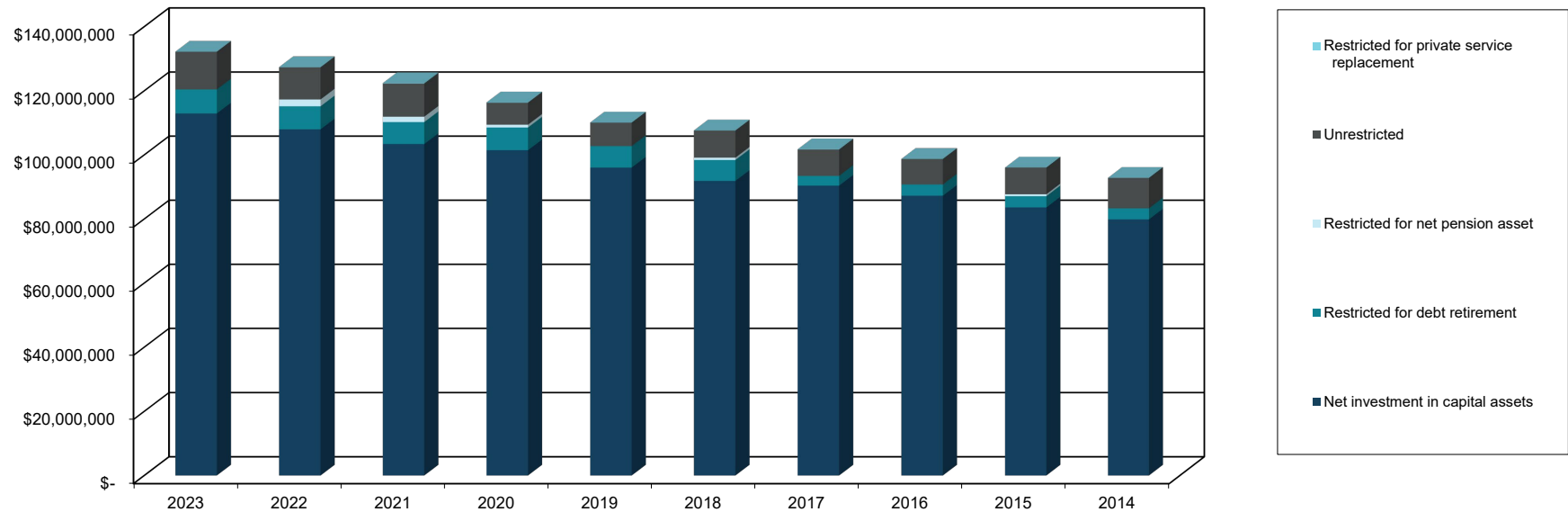
WATER UTILITY
City of Green Bay, Wisconsin
CAPITAL CONTRIBUTIONS BY SOURCE
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Special assessments billed on water mains installed	\$ -	\$ -	\$ -	\$ -	\$ 476,022	\$ -	\$ -	\$ 62,236	\$ -	\$ 91,911	\$ 28,638
Special assessments billed on water laterals installed	-	-	-	-	76,500	-	-	7,056	15,742	70,848	18,234
Total special assessments billed	-	-	-	-	552,522	-	-	69,292	15,742	162,759	46,872
Developers' contributions of new subdivision mains & laterals	491,546	279,528	209,823	591,178	773,100	782,979	638,822	364,982	-	89,481	-
Total capital contributions billed	<u>\$ 491,546</u>	<u>\$ 279,528</u>	<u>\$ 209,823</u>	<u>\$ 591,178</u>	<u>\$ 1,325,622</u>	<u>\$ 782,979</u>	<u>\$ 638,822</u>	<u>\$ 434,274</u>	<u>\$ 15,742</u>	<u>\$ 252,240</u>	<u>\$ 46,872</u>
Total capital contributions collected	<u>\$ 491,546</u>	<u>\$ 279,528</u>	<u>\$ 209,823</u>	<u>\$ 591,178</u>	<u>\$ 1,325,622</u>	<u>\$ 782,979</u>	<u>\$ 638,822</u>	<u>\$ 434,274</u>	<u>\$ 15,742</u>	<u>\$ 252,240</u>	<u>\$ 46,872</u>

Note: Total special assessments billed consists mainly of special assessments installments placed on the City's tax roll.
The City reimburses the Water Utility within 30 days of being invoiced by the Utility and then records the assessments on the City's financial statements as a receivable.

WATER UTILITY
City of Green Bay, Wisconsin
NET POSITION BY COMPONENT
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Net investment in capital assets	\$ 112,921,575	\$ 107,978,115	\$ 103,382,262	\$ 101,456,742	\$ 96,040,064	\$ 91,883,099	\$ 90,401,893	\$ 87,255,877	\$ 83,599,544	\$ 79,864,867
Restricted for debt retirement	7,487,563	7,188,510	6,854,842	7,095,794	6,697,747	6,529,150	3,049,249	3,500,834	3,524,289	3,440,245
Restricted for private service replacement	4,550	54,632	124,707	68,642	39,356	36,485	56,252	5,998	-	-
Restricted for net pension asset	-	2,127,002	1,675,610	858,420	-	718,059	-	-	585,000	-
Unrestricted	11,799,051	10,054,482	10,363,065	6,889,789	7,341,324	8,479,107	8,240,862	7,980,947	8,355,600	9,526,447
Total Net Position	<u>\$ 132,212,739</u>	<u>\$ 127,402,741</u>	<u>\$ 122,400,486</u>	<u>\$ 116,369,387</u>	<u>\$ 110,118,491</u>	<u>\$ 107,645,900</u>	<u>\$ 101,748,256</u>	<u>\$ 98,743,656</u>	<u>\$ 96,064,433</u>	<u>\$ 92,831,559</u>

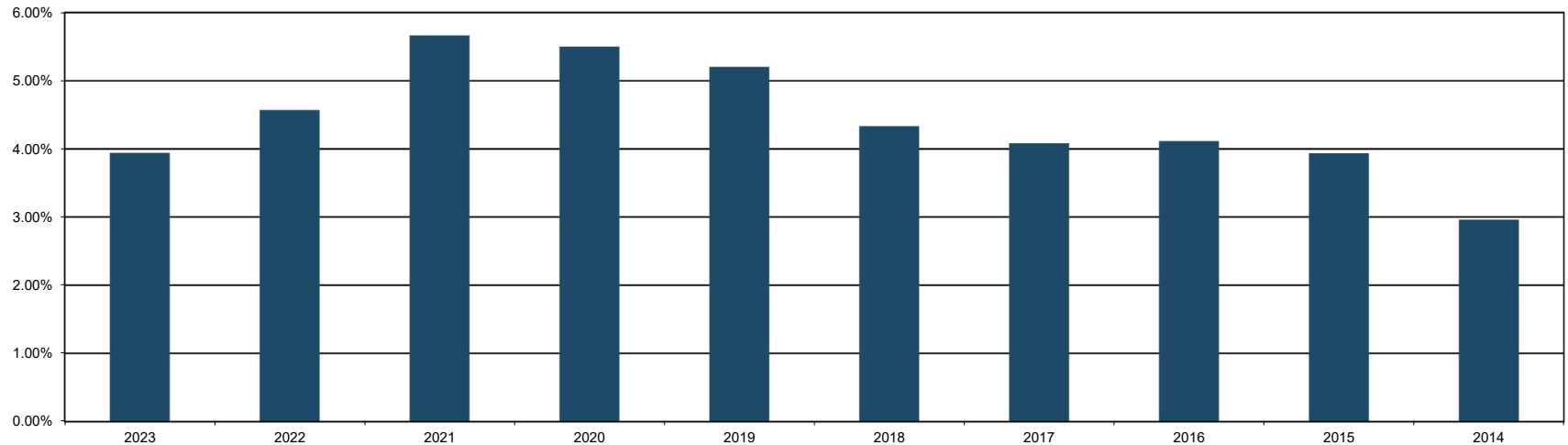


WATER UTILITY
City of Green Bay, Wisconsin
RETURN ON RATE BASE (PSCW METHOD)
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Utility plant in service - average	\$ 228,138,667	\$ 220,565,538	\$ 213,453,243	\$ 208,672,544	\$ 203,554,124	\$ 199,402,909	\$ 194,330,005	\$ 189,321,489	\$ 184,349,217	\$ 181,083,519
Less: Accum deprec - average	96,571,871	91,922,595	87,638,136	83,448,887	79,398,523	75,116,786	70,667,498	66,281,769	62,269,470	58,612,955
Plus: Materials & supplies - average	775,896	670,036	533,317	513,053	522,481	520,809	476,039	474,328	485,932	470,320
Less: Regulatory liability - average ⁽¹⁾	100,671	302,013	503,356	704,699	906,041	1,107,383	1,308,726	1,510,069	1,711,411	1,912,753
Average Net Rate Base	\$ 132,242,021	\$ 129,010,966	\$ 125,845,068	\$ 125,032,011	\$ 123,772,041	\$ 123,699,549	\$ 122,829,820	\$ 122,003,979	\$ 120,854,268	\$ 121,028,131
Operating Income⁽²⁾	\$ 5,213,420	\$ 5,893,612	\$ 7,131,947	\$ 6,878,493	\$ 6,439,163	\$ 5,362,947	\$ 5,014,153	\$ 5,018,208	\$ 4,756,089	\$ 3,585,329
Actual Rate of Return	3.94%	4.57%	5.67%	5.50%	5.20%	4.34%	4.08%	4.11%	3.94%	2.96%
PSCW Authorized Rate of Return	3.90%	3.90%	3.90%	3.90%	3.20%	3.20%	2.84%	2.84%	2.84%	2.27%

(1) The PSCW has modified the calculation of the rate of return effective January 1, 2004 by reclassifying the pre-2003 contributions in aid of construction and additional accumulated depreciation as a regulatory liability. The PSCW has also modified the calculation of the rate of return effective January 1, 2015 by reclassifying a portion of the effects of the implementation of GASB 68 on the current year pension expense as a regulatory liability.

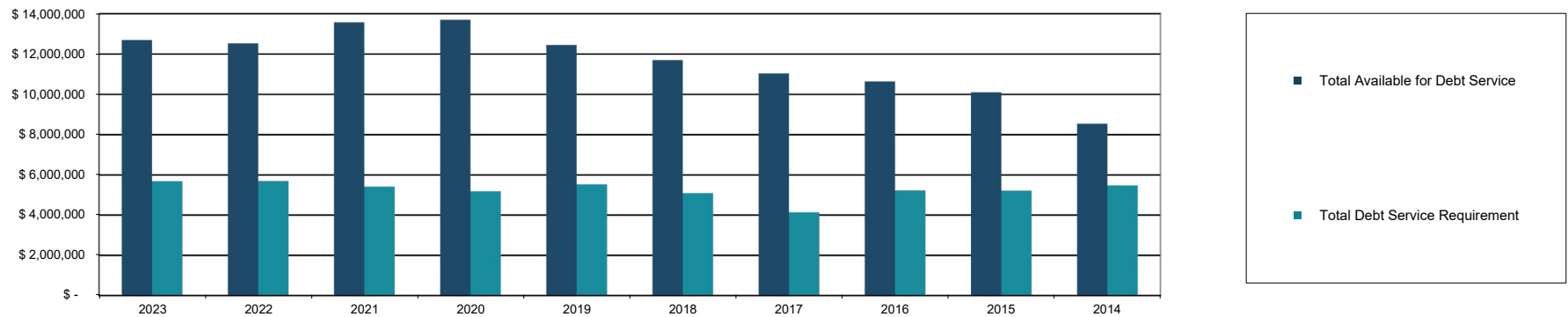
(2) The property tax equivalent remains an operating expense for rate setting purposes of the PSCW.



WATER UTILITY
City of Green Bay, Wisconsin
REVENUE BOND COVERAGE AND DEBT RATIOS
Last Ten Years

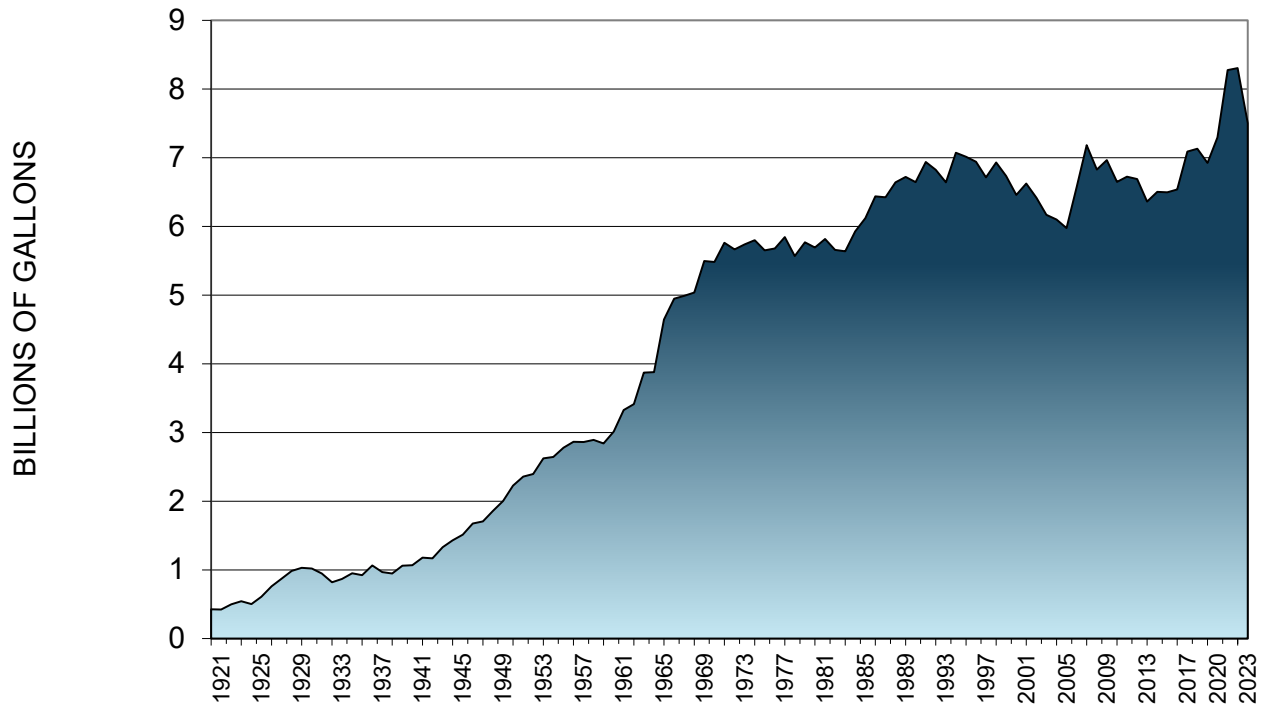
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Net Income (Change in Net Position)	\$ 4,809,998	\$ 5,002,255	\$ 6,031,099	\$ 6,250,896	\$ 4,867,563	\$ 4,025,556	\$ 3,004,600	\$ 2,679,223	\$ 2,051,420	\$ 661,259
Add Back:										
Depreciation	6,046,194	5,630,050	5,520,383	5,651,245	5,484,684	5,686,117	5,606,614	5,556,148	5,467,420	4,805,319
Amortization	450,753	412,557	374,202	331,110	129,495	289,656	84,734	84,733	163,791	243,193
Interest Expense	1,381,761	1,484,542	1,644,170	1,472,722	1,970,057	1,693,833	2,340,166	2,320,992	2,424,537	2,838,129
Total Available for Debt Service	\$ 12,688,706	\$ 12,529,404	\$ 13,569,854	\$ 13,705,973	\$ 12,451,799	\$ 11,695,162	\$ 11,036,114	\$ 10,641,096	\$ 10,107,168	\$ 8,547,900
Debt Service Requirement:										
Principal	\$ 4,305,000	\$ 4,205,000	\$ 3,775,000	\$ 3,705,000	\$ 3,560,000	\$ 3,405,000	\$ 1,810,000	\$ 2,905,000	\$ 2,790,000	\$ 2,640,000
Interest	1,381,761	1,484,542	1,644,170	1,472,722	1,970,057	1,693,833	2,340,166	2,320,992	2,424,537	2,838,129
Total Debt Service Requirement	\$ 5,686,761	\$ 5,689,542	\$ 5,419,170	\$ 5,177,722	\$ 5,530,057	\$ 5,098,833	\$ 4,150,166	\$ 5,225,992	\$ 5,214,537	\$ 5,478,129
Coverage	2.23	2.20	2.50	2.65	2.25	2.29	2.66	2.04	1.94	1.56
Debt Ratio:										
Total Liabilities	\$ 53,296,166	\$ 55,066,562	\$ 60,903,482	\$ 56,463,629	\$ 60,613,697	\$ 57,494,816	\$ 61,957,249	\$ 63,641,807	\$ 66,060,315	\$ 68,092,234
Total Assets	\$ 183,079,038	\$ 183,020,523	\$ 183,716,273	\$ 172,741,200	\$ 168,614,009	\$ 162,545,816	\$ 161,784,345	\$ 161,173,139	\$ 161,529,710	\$ 160,923,793
Debt Ratio Percentage	29.11%	30.09%	33.15%	32.69%	35.95%	35.37%	38.30%	39.49%	40.90%	42.31%
Revenue bonds outstanding at year-end ⁽¹⁾	\$ 37,734,960	\$ 42,478,516	\$ 47,122,073	\$ 44,321,827	\$ 48,448,445	\$ 51,811,133	\$ 55,262,853	\$ 57,119,573	\$ 60,071,293	\$ 62,828,955
Outstanding debt per capita	\$ 354.00	\$ 395.63	\$ 447.89	\$ 419.72	\$ 458.39	\$ 491.21	\$ 524.10	\$ 543.59	\$ 571.83	\$ 600.03
Outstanding debt per customer	\$ 1,029.77	\$ 1,160.46	\$ 1,289.92	\$ 1,208.90	\$ 1,324.71	\$ 1,418.74	\$ 1,517.54	\$ 1,569.78	\$ 1,654.04	\$ 1,730.49

(1) Net of related premiums, discounts and adjustments



WATER UTILITY
City of Green Bay, Wisconsin
ANNUAL WATER PUMPAGE

ANNUAL WATER PUMPAGE
 1920 - 2023

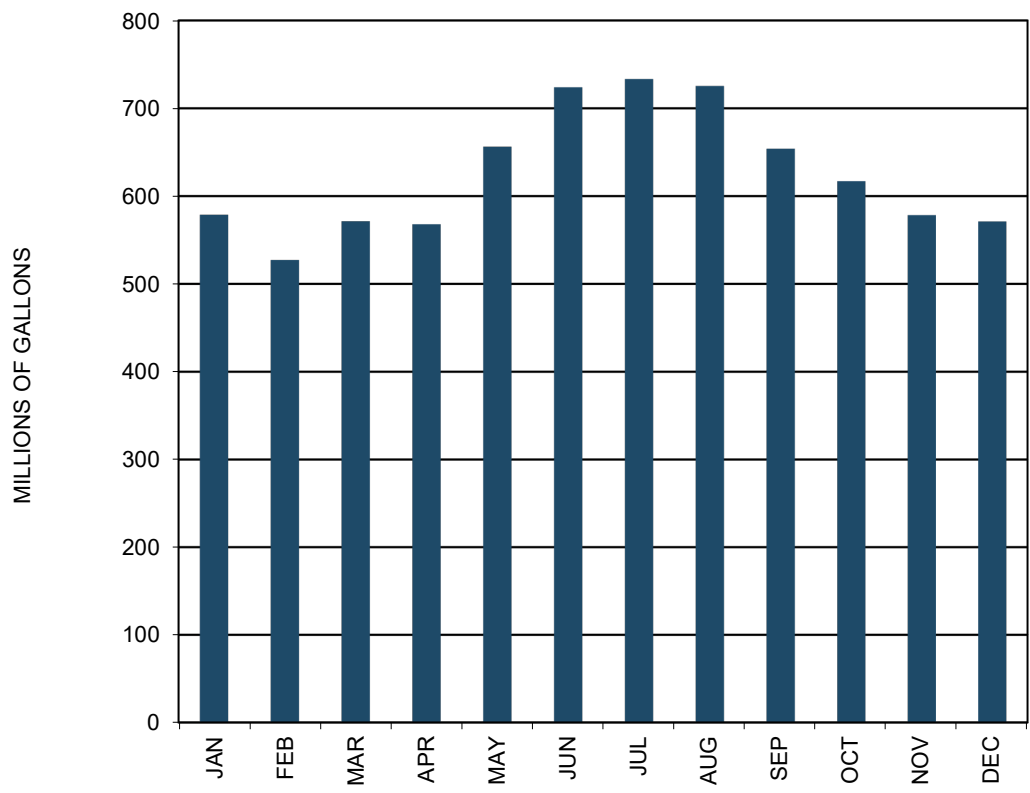


ANNUAL WATER PUMPAGE

Five Year Record

	2023	2022	2021	2020	2019
Gallons Pumped	7,504,963,000	8,304,929,000	8,274,749,000	7,297,069,000	6,923,550,000

WATER UTILITY
City of Green Bay, Wisconsin
MONTHLY WATER PUMPAGE
2023



2023 Pumpage - Lake Michigan-----	7,504,963,000 Gallons
- Water Purchased from Town of Scott-----	780,000 Gallons
2023 Average Daily Pumpage-----	20,561,542 Gallons
2023 Highest Daily Pumpage, June 23, 2023-----	27,261,000 Gallons
2023 Lowest Daily Pumpage, December 25, 2023-----	12,799,000 Gallons
Record High Daily Pumpage, July 7, 1988-----	32,909,000 Gallons

WATER UTILITY
City of Green Bay, Wisconsin
WATER PRODUCED AND CONSUMED
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Gallons produced (000s)	7,492,623	7,743,940	8,032,740	7,033,295	6,334,438	6,513,047	6,516,968	6,535,992	6,498,045	6,504,339
Gallons sold (000s) ⁽¹⁾	(6,463,212)	(6,531,121)	(6,664,692)	(5,988,151)	(5,953,277)	(6,135,481)	(6,066,409)	(5,878,274)	(5,972,675)	(5,954,478)
Gallons used for production and lost due to system leaks (000s)	(219,500)	(280,785)	(307,035)	(243,617)	(263,338)	(235,627)	(187,062)	(159,351)	(192,243)	(362,872)
Gallons produced and unaccounted for (000s)	809,911	932,034	1,061,013	801,527	117,823	141,939	263,497	498,367	333,127	186,989
Percent unaccounted for	10.81%	12.04%	13.21%	11.40%	1.86%	2.18%	4.04%	7.62%	5.13%	2.87%
Maximum day pumpage (000s)	27,261	27,090	28,552	27,059	27,742	29,584	26,067	27,370	27,772	24,911
Date of maximum pumpage	6/23/23	8/1/22	7/26/21	8/27/20	7/17/19	8/15/18	8/9/17	8/10/16	7/27/15	8/8/14
Minimum day pumpage (000s)	12,799	12,502	14,855	12,699	13,980	12,984	13,954	12,719	13,395	12,206
Date of minimum pumpage	12/25/23	12/25/22	12/24/21	2/9/20	12/29/19	12/25/18	12/25/17	3/27/16	3/22/15	7/5/14
Total KWH used for pumping	14,002,478	14,215,366	15,130,196	13,281,057	13,303,689	12,361,996	13,197,754	12,878,027	13,085,528	11,480,570

(1) Includes sales to wholesale customers

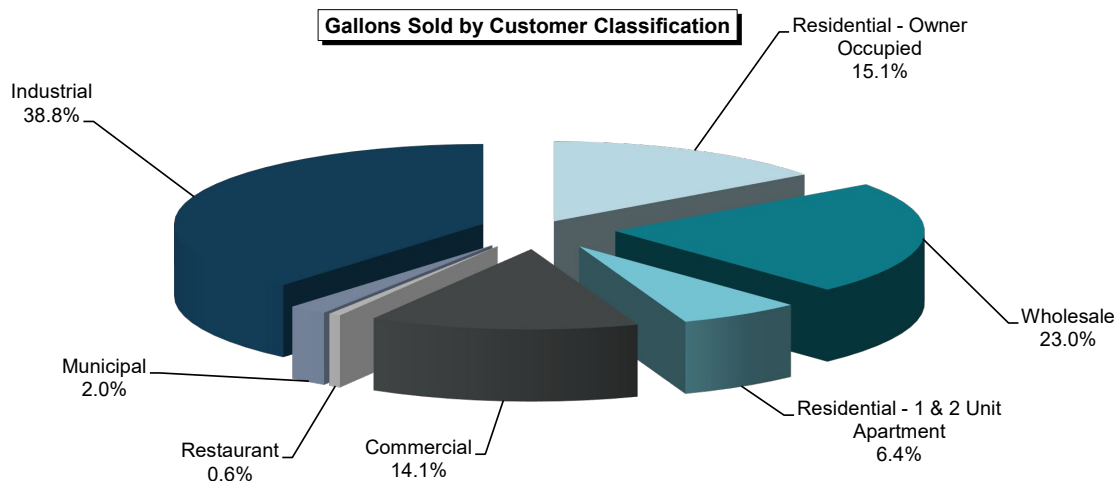
WATER UTILITY
City of Green Bay, Wisconsin
WATER RATES
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
<u>Monthly Meter Charge:</u>										
5/8" & 3/4"	\$ 6.80	\$ 6.80	\$ 6.80	\$ 6.80	\$ 6.17	\$ 6.17	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.00
1"	10.20	10.20	10.20	10.20	9.20	9.20	7.90	7.90	7.90	7.50
1 1/4"	13.50	13.50	13.50	13.50	-	-	-	-	-	-
1 1/2"	16.50	16.50	16.50	16.50	15.10	15.10	13.65	13.65	13.65	13.00
2"	24.90	24.90	24.90	24.90	22.80	22.80	22.10	22.10	22.10	21.00
3"	38.80	38.80	38.80	38.80	35.60	35.60	33.60	33.60	33.60	32.00
4"	56.80	56.80	56.80	56.80	52.20	52.20	52.50	52.50	52.50	50.00
6"	95.60	95.60	95.60	95.60	87.80	87.80	81.00	81.00	81.00	77.00
8"	141.30	141.30	141.30	141.30	129.80	129.80	120.00	120.00	120.00	114.00
10"	200.80	200.80	200.80	200.80	184.50	184.50	-	-	-	-
12"	260.40	260.40	260.40	260.40	239.20	239.20	-	-	-	-
Effective date of rate change				06/01/20		10/01/18			11/05/15	
<u>Water billing rate per 1,000 gallons:</u>										
First 25,000 gallons per month	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.56	\$ 3.46	\$ 3.46	\$ 3.03	\$ 3.03	\$ 3.03	\$ 2.91
Next 350,000 gallons per month	3.42	3.42	3.42	3.42	3.33	3.33	2.91	2.91	2.91	2.65
Usage over 375,000 gallons per month	2.53	2.53	2.53	2.53	2.42	2.42	2.21	2.21	2.21	2.07
Effective date of rate change				06/01/20		10/01/18			11/05/15	07/15/14
<u>Monthly Public Fire Protection Charge:</u>										
5/8" & 3/4"	\$ 2.45	\$ 2.45	\$ 2.45	\$ 2.45	\$ 2.40	\$ 2.40	\$ 2.97	\$ 2.97	\$ 2.97	\$ 2.97
1"	6.10	6.10	6.10	6.10	6.10	6.10	7.40	7.40	7.40	7.40
1 1/4"	9.10	9.10	9.10	9.10	-	-	-	-	-	-
1 1/2"	12.30	12.30	12.30	12.30	12.00	12.00	14.90	14.90	14.90	14.90
2"	19.60	19.60	19.60	19.60	19.00	19.00	23.80	23.80	23.80	23.80
3"	36.80	36.80	36.80	36.80	36.00	36.00	44.50	44.50	44.50	44.50
4"	61.30	61.30	61.30	61.30	61.00	61.00	74.00	74.00	74.00	74.00
6"	122.60	122.60	122.60	122.60	121.00	121.00	148.00	148.00	148.00	148.00
8"	196.10	196.10	196.10	196.10	194.00	194.00	237.00	237.00	237.00	237.00
10"	294.20	294.20	294.20	294.20	291.00	291.00	-	-	-	-
12"	392.30	392.30	392.30	392.30	388.00	388.00	-	-	-	-
Effective date of rate change				06/01/20	10/01/18				07/15/14	03/06/13

Note: Changes in water rates must be approved by the State of Wisconsin Public Service Commission.

WATER UTILITY
City of Green Bay, Wisconsin
ANALYSIS OF OPERATING REVENUE
2023

Classification	Gallons	Revenue	Average Number of Customers Billed	Average Daily Consumption Per Customer
Residential - Owner Occupied	973,014,761	\$ 5,300,347	22,590	118 Gallons
Residential - 1 & 2 Unit Apartment	414,566,239	2,271,195	9,706	117 Gallons
Restaurant	41,357,085	166,734	159	713 Gallons
Commercial	909,536,915	3,540,165	3,292	757 Gallons
Industrial	2,509,832,000	6,524,612	158	43,521 Gallons
Municipal	131,240,000	474,615	218	1,649 Gallons
Wholesale	1,483,665,000	3,784,436	4	---
Private Fire Protection	---	162,874	517	---
Public Fire Protection	---	1,386,083	---	---
Customer Late Payment Penalties	---	130,126	---	---
Sewer/Storm Collection Revenue	---	1,457,285	---	---
Other Operating Revenue	---	401,782	---	---
Totals	6,463,212,000	\$ 25,600,254	36,644	



WATER UTILITY
City of Green Bay, Wisconsin
USAGE SCHEDULE OF THE TWELVE LARGEST CONSUMERS
For the Years Ended December 31, 2023 and 2022

<u>Name of Customer</u>	<u>2023 Gallons Used</u>	<u>2022 Gallons Used</u>	<u>Increase (Decrease)</u>
Village of Ashwaubenon	1,211,778,999	1,275,856,576	(64,077,577)
Procter & Gamble	663,788,881	672,664,926	(8,876,045)
Green Bay Packaging	594,206,877	562,794,085	31,412,792
JBS Green Bay	364,591,140	396,050,516	(31,459,376)
American Foods Group	297,667,692	285,294,650	12,373,042
Georgia-Pacific	260,914,480	290,289,143	(29,374,663)
Bay Valley Foods	237,677,486	251,206,667	(13,529,181)
Village of Hobart	159,505,016	146,300,572	13,204,444
Village of Wrightstown	80,439,022	71,494,588	8,944,434
HSHS St. Vincent Hospital	44,332,247	42,451,386	1,880,861
Aurora Health Care	42,955,994	54,089,989	(11,133,995)
Town of Scott	<u>31,941,994</u>	<u>35,688,950</u>	<u>(3,746,956)</u>
 Totals	 <u><u>3,989,799,828</u></u>	 <u><u>4,084,182,048</u></u>	 <u><u>(94,382,220)</u></u>
 Percentage of Metered Water	 61.73%	 62.53%	 (0.80%)

WATER UTILITY
City of Green Bay, Wisconsin
REVENUE SCHEDULE OF THE TWELVE LARGEST CONSUMERS
Last Ten Years

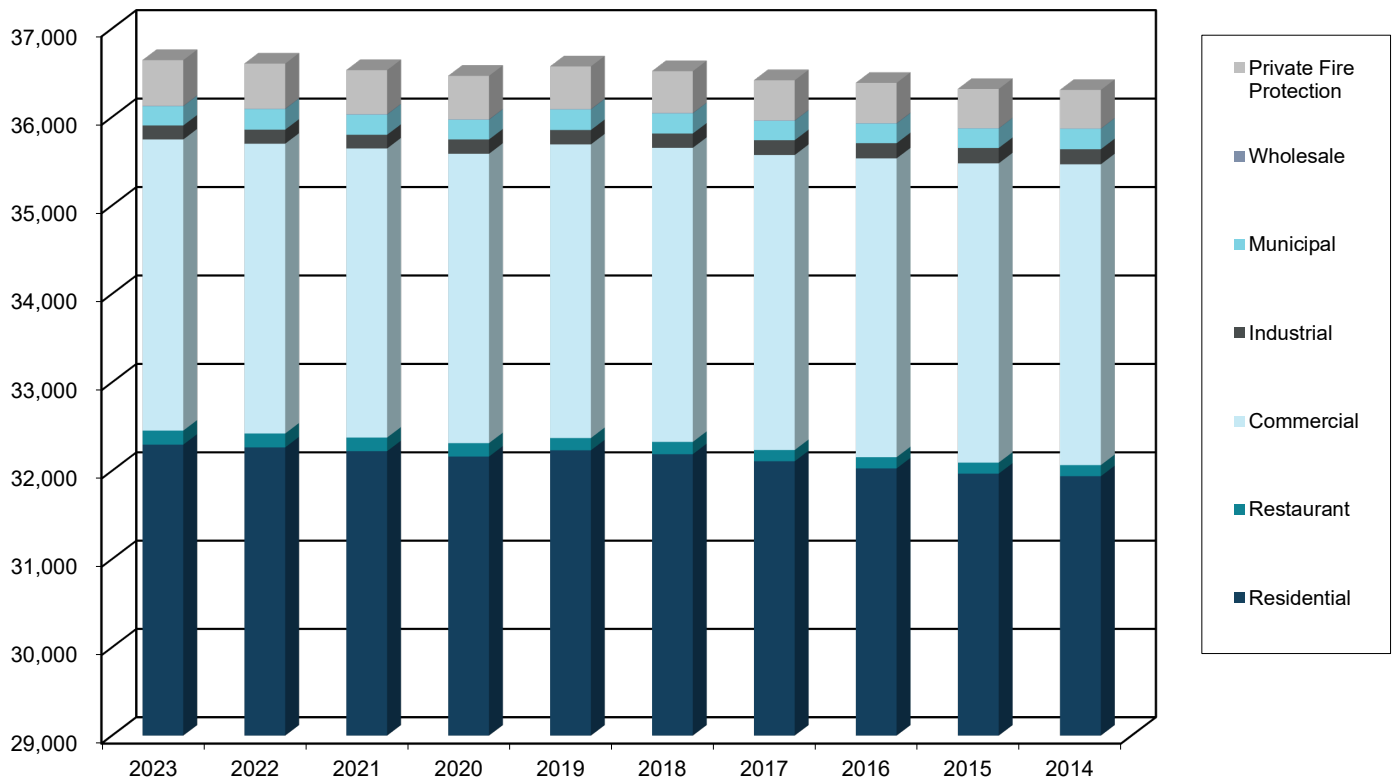
Name of Customer	2023		2022		2021		2020		2019		2018		2017		2016		2015		2014	
	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue	Amount	% of Oper Revenue
Village of Ashwaubenon	\$ 3,091,073	12.07%	\$ 3,248,245	12.74%	\$ 3,371,009	13.00%	\$ 3,214,287	13.32%	\$ 2,903,163	12.73%	\$ 2,721,979	12.56%	\$ 2,793,770	13.23%	\$ 2,804,817	14.16%	\$ 2,562,371	13.44%	\$ 2,420,081	13.32%
Procter & Gamble	1,702,991	6.65%	1,725,039	6.77%	1,799,775	6.94%	1,331,354	5.52%	1,250,072	5.48%	1,065,695	4.92%	1,055,098	5.00%	892,735	4.51%	1,144,229	6.00%	1,086,662	5.98%
Green Bay Packaging	1,527,595	5.97%	1,448,104	5.68%	1,485,035	5.73%	716,121	2.97%	489,048	2.14%	449,130	2.07%	443,762	2.10%	393,515	1.99%	342,048	1.79%	297,661	1.64%
JBS Green Bay	942,941	3.68%	1,022,457	4.01%	1,005,847	3.88%	904,156	3.75%	912,367	4.00%	837,681	3.87%	792,364	3.75%	707,612	3.57%	665,163	3.49%	615,100	3.38%
American Foods Group	803,714	3.14%	768,862	3.02%	796,956	3.07%	731,502	3.03%	719,893	3.16%	641,117	2.96%	590,607	2.80%	559,195	2.82%	495,649	2.60%	447,006	2.46%
Georgia-Pacific	682,830	2.67%	769,694	3.02%	909,184	3.51%	950,146	3.94%	999,289	4.38%	948,559	4.38%	1,051,372	4.98%	1,004,411	5.07%	1,040,061	5.45%	967,245	5.32%
Bay Valley Foods	607,792	2.37%	641,977	2.52%	642,601	2.48%	534,509	2.22%	581,576	2.55%	527,021	2.43%	450,495	2.13%	436,784	2.20%	360,751	1.89%	290,177	1.60%
Village of Hobart	407,264	1.59%	379,391	1.49%	366,674	1.41%	374,008	1.55%	285,740	1.25%	275,325	1.27%	225,291	1.07%	214,450	1.08%	202,109	1.06%	204,814	1.13%
Village of Wrightstown	205,384	0.80%	189,554	0.74%	177,517	0.68%	207,053	0.86%	166,936	0.73%	160,256	0.74%	200,397	0.95%	---	---	---	---	---	---
Aurora Health Care	134,366	0.52%	162,194	0.64%	162,127	0.63%	143,124	0.59%	134,581	0.59%	131,120	0.61%	144,543	0.68%	128,794	0.65%	110,622	0.58%	123,184	0.68%
HSBS St. Vincent Hospital	131,620	0.51%	126,861	0.50%	128,255	0.49%	110,082	0.46%	111,339	0.49%	---	---	---	---	96,617	0.49%	---	---	---	---
Bellin Health	93,329	0.36%	108,168	0.42%	---	---	108,467	0.45%	137,933	0.60%	131,455	0.61%	120,201	0.57%	142,146	0.72%	112,657	0.59%	105,162	0.58%
Town of Scott	---	---	---	---	103,481	0.40%	---	---	---	---	---	---	96,827	0.46%	90,876	0.46%	87,136	0.46%	92,191	0.51%
Wisc Public Service Corp	---	---	---	---	---	---	---	---	---	---	125,862	0.58%	---	---	---	---	97,450	0.51%	128,392	0.71%
Totals	\$ 10,330,901	40.35%	\$ 10,590,546	41.54%	\$ 10,948,461	42.22%	\$ 9,324,809	38.65%	\$ 8,691,937	38.10%	\$ 8,015,200	36.99%	\$ 7,964,727	37.71%	\$ 7,471,952	37.71%	\$ 7,220,246	37.87%	\$ 6,777,675	37.30%

WATER UTILITY
City of Green Bay, Wisconsin
TWELVE LARGEST CONSUMERS
Current Year and Nine Years Ago

<u>Name of Customer</u>	2023					2014				
	<u>Amount</u>	<u>Rank</u>	<u>% of Oper Revenue</u>	<u>Gallons Used</u>	<u>% of Water Metered</u>	<u>Amount</u>	<u>Rank</u>	<u>% of Oper Revenue</u>	<u>Gallons Used</u>	<u>% of Water Metered</u>
Village of Ashwaubenon	\$ 3,091,073	1	12.07%	1,211,778,999	18.75%	\$ 2,420,081	1	13.32%	1,218,467,316	20.46%
Procter & Gamble	1,702,991	2	6.65%	663,788,881	10.27%	1,086,662	2	5.98%	538,755,976	9.05%
Green Bay Packaging	1,527,595	3	5.97%	594,206,877	9.19%	297,661	7	1.64%	139,919,743	2.35%
JBS Green Bay	942,941	4	3.68%	364,591,140	5.64%	615,100	4	3.38%	302,081,072	5.07%
American Foods Group	803,714	5	3.14%	297,667,692	4.61%	447,006	5	2.46%	212,692,154	3.57%
Georgia-Pacific	682,830	6	2.67%	260,914,480	4.04%	967,245	3	5.32%	471,697,783	7.92%
Bay Valley Foods	607,792	7	2.37%	237,677,486	3.68%	290,177	6	1.60%	142,313,732	2.39%
Village of Hobart	407,264	8	1.59%	159,505,016	2.47%	204,814	8	1.13%	103,635,400	1.74%
Village of Wrightstown	205,384	9	0.80%	80,439,022	1.24%	---	---	---	---	---
Aurora Health Care	134,366	10	0.52%	42,955,994	0.66%	123,184	10	---	51,324,873	---
HSBS St. Vincent Hospital	131,620	11	0.51%	44,332,247	0.69%	---	---	---	---	---
Bellin Health	93,329	12	0.36%	27,290,698	0.42%	105,162	12	0.58%	43,315,498	0.73%
Town of Scott	---	---	---	---	---	92,191	11	0.51%	47,138,212	0.79%
Wisconsin Public Service Corp	---	---	---	---	---	128,392	9	0.71%	55,583,603	0.93%
Totals	\$ 10,330,901		40.35%	3,985,148,532	61.66%	\$ 6,777,675		37.30%	3,326,925,362	55.01%

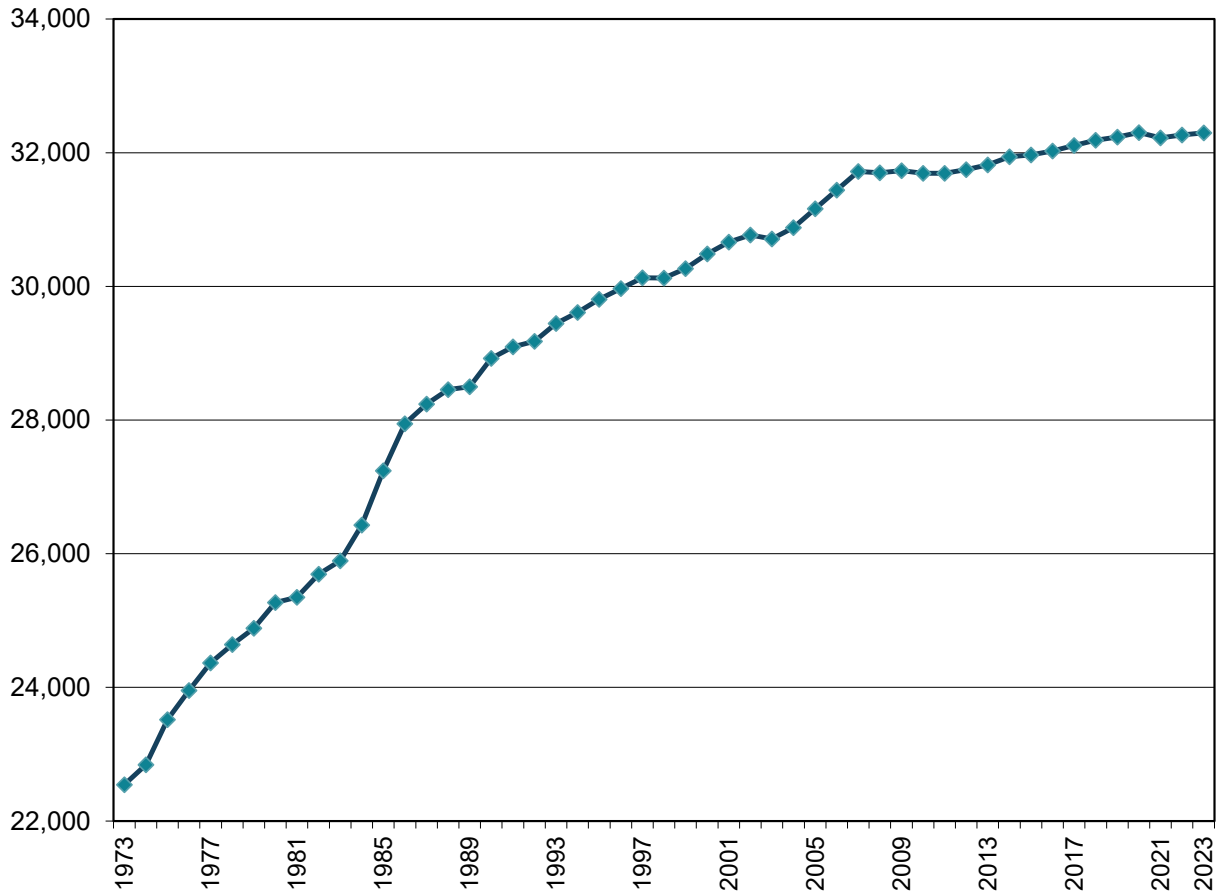
WATER UTILITY
City of Green Bay, Wisconsin
NUMBER OF CUSTOMERS BY TYPE
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Residential	32,296	32,265	32,222	32,161	32,232	32,188	32,108	32,027	31,968	31,939
Restaurant	159	157	154	152	139	139	127	127	125	126
Commercial	3,292	3,277	3,269	3,272	3,320	3,325	3,336	3,379	3,384	3,401
Industrial	158	159	155	162	163	162	168	172	174	171
Municipal	218	233	228	223	232	228	219	222	220	231
Wholesale	4	4	4	4	4	4	4	4	3	3
Private Fire Protection	517	510	499	492	483	473	454	456	444	436
Totals	<u>36,644</u>	<u>36,605</u>	<u>36,531</u>	<u>36,466</u>	<u>36,573</u>	<u>36,519</u>	<u>36,416</u>	<u>36,387</u>	<u>36,318</u>	<u>36,307</u>



WATER UTILITY
City of Green Bay, Wisconsin
RESIDENTIAL CUSTOMER ANALYSIS

NUMBER OF RESIDENTIAL CUSTOMERS
1973 - 2023



RESIDENTIAL CUSTOMERS
Five Year Record

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Average Number of Customers	32,296	32,265	32,222	32,161	32,232
Average Annual Usage Per Customer (Gallons)	42,964	41,850	42,626	44,480	41,668
Average Annual Billings Per Customer	\$ 234.44	\$ 228.65	\$ 234.94	\$ 238.28	\$ 217.51
Rate Increases	---	---	---	6/1/20	---
Approximate % Increase	---	---	---	4.4%	---

WATER UTILITY
City of Green Bay, Wisconsin
 DEMOGRAPHIC AND ECONOMIC STATISTICS
 Last Ten Years

Year	Green Bay Population	Personal Income (thousands of dollars)	Per Capita Personal Income	Unemployment Rate Green Bay Metropolitan Area	Unemployment Rate State of Wisconsin	Residential Building Permits Issued	Est. Construction Value- Residential (thousands of dollars)	Total Building Permits Issued	Est. Construction Value-Total (thousands of dollars)
2014	104,710	\$ 14,251,055	\$ 45,377	5.1%	5.5%	67	\$ 29,961	2,236	\$ 120,215
2015	105,051	14,826,914	46,962	4.2%	4.6%	69	21,771	2,753	182,138
2016	105,079	15,030,492	47,349	3.8%	4.1%	112	31,321	2,877	219,869
2017	105,443	15,634,216	48,910	3.2%	3.3%	100	26,941	3,037	143,678
2018	105,477	16,472,718	51,276	3.0%	3.0%	110	32,316	3,088	184,284
2019	105,693	16,911,095	52,453	3.2%	3.3%	72	21,831	3,326	173,504
2020	105,599	17,837,364	55,159	6.0%	6.3%	71	20,020	2,995	348,827
2021	105,209	19,189,367	58,240	3.4%	3.8%	59	17,319	3,522	192,962
2022	107,369	20,206,881	61,179	2.7%	2.9%	41	14,660	3,472	383,094
2023	106,597	N/A *	N/A *	2.8%	3.0%	38	14,662	3,287	497,888

Sources:

Wisconsin Department of Administration
 U.S. Department of Commerce Bureau of Economic Analysis
 Wisconsin Department of Workforce Development.
 City of Green Bay Planning Department

* N/A = Not Available at time of publication

Personal Income and per Capita Income based on Green Bay Metropolitan Statistical Area - define as an area consisting of a recognized population nucleus and adjacent communities that have a high degree of integration with that nucleus.

Unemployment rate is annual average not seasonally adjusted.

WATER UTILITY
City of Green Bay, Wisconsin
PRINCIPAL EMPLOYERS
Current Year and Nine Years Ago

Employer	Type of Business	2023			2014		
		Number of Employees	Rank	Percent of Total Metro Area Employment	Number of Employees	Rank	Percent of Total Metro Area Employment
Bellin Health *	Medical & Health Care Facility	3,615	1	2.08%	2,329	4	1.37%
Schneider National, Inc.	Truck load carrier	3,494	2	2.01%	2,580	3	1.52%
Humana	Health Insurance	3,098	3	1.78%	3,167	1	1.86%
Aurora Health Care *	Full-service medical care	2,370	4	1.36%	1,739	7	1.02%
Oneida Nation	Tribal Enterprises	1,905	6	1.09%	2,690	2	1.58%
HSHS St. Vincent Hospital *	Hospital	1,712	7	0.98%	1,467	10	0.86%
American Foods Group *	Meat Distributor	1,949	5	1.12%	1,480	9	0.87%
Georgia-Pacific *	Paper Products Manufacturer	1,400	9	0.80%	2,200	5	1.29%
United Healthcare	Health Insurance	1,624	8	0.93%	1,894	6	1.11%
Prevea Health *	Medical & Health Care Facility	1,363	10	0.78%	---	---	---
Wisconsin Public Service *	Utility Company	---	---	---	1,497	8	0.88%
Total of Ten Largest Employers		<u>22,530</u>		<u>12.94%</u>	<u>21,043</u>		<u>12.36%</u>
Total Labor Force Green Bay Metropolitan Area		<u>174,177</u>			<u>170,276</u>		

Data is for the Greater Green Bay area.

The Green Bay Water Utility is located within the Greater Green Bay area.

* Located within the Green Bay Water Utility's service area.

Sources:

Green Bay Area Chamber of Commerce

Wisconsin Department of Workforce Development

WATER UTILITY
City of Green Bay, Wisconsin
CLASSIFICATION OF METERS
December 31, 2023

<u>Size</u>	<u>Residential & Apartment</u>	<u>Commercial & Restaurant</u>	<u>Industrial</u>	<u>Municipal</u>	<u>Wholesale</u>	<u>Utility Use</u>	<u>In Stock & Deduct</u>	<u>Total</u>
5/8"	15,941	546	12	6	0	0	1,004	17,509
3/4"	16,209	1,043	40	7	0	0	386	17,685
1"	162	714	26	15	0	0	83	1,000
1 1/2"	3	656	20	22	0	0	122	823
2"	0	409	31	48	0	0	167	655
3"	1	61	8	28	0	0	43	141
4"	0	22	10	12	0	0	24	68
6"	0	4	8	2	4	0	13	31
8"	0	1	3	1	2	7	7	21
10"	0	0	0	0	1	1	0	2
18"	0	0	0	0	2	0	0	2
36"	0	0	0	0	0	2	0	2
Total	32,316	3,456	158	141	9	10	1,849	37,939

WATER UTILITY
City of Green Bay, Wisconsin
WELLS, RESERVOIRS & TANKS

WELLS AVAILABLE FOR EMERGENCY USE

<u>Location</u>	<u>Depth</u>	<u>Diameter</u>	<u>Yield in Gallons/Day</u>
1479 North Military Avenue	809'	12"	1,440,000
3120 Sturgeon Bay Road (Hwy 54/57)	132'	12"	1,000,000
2240 Eastman Avenue	943'	17"	1,152,000
1451 Cass Street	918'	15"	1,238,400
605 South Adams Street (Mason)	917'	16"	1,332,000
1569 Seventh Street	860'	17"	1,670,000
2105 Sugar Maple Court (Highland)	777'	16"	1,425,000
1649 Bond Street	807'	15"	1,555,000

RESERVOIRS IN SERVICE

<u>Location</u>	<u>Year Constructed</u>	<u>Primary Material</u>	<u>Capacity in Gallons</u>
Filtration Plant, 6183 Finger Road	1957	Concrete	2,000,000
Filtration Plant, 6183 Finger Road	1968	Concrete	2,000,000
Kewaunee Booster Station, Hwy B	1968	Concrete	1,000,000
Filtration Plant, 6183 Finger Road	1975	Concrete	4,000,000
641 South Grandview Road	1992	Concrete	1,000,000

ELEVATED TANKS IN SERVICE

<u>Location</u>	<u>Year Constructed</u>	<u>Primary Material</u>	<u>Capacity in Gallons</u>
Filtration Plant, 6183 Finger Road	1957	Steel	150,000
629 Mount Mary Drive	1958	Steel	50,000
1810 South Point Road	1981	Steel	2,000,000
720 South Huron Road	1992	Steel	750,000
2228 North Quincy Street	1998	Concrete	2,000,000
Filtration Plant, 6183 Finger Road	2006	Steel	500,000

WATER UTILITY
City of Green Bay, Wisconsin
UTILITY PLANT IN SERVICE AT YEAR END
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
<u>General Green Bay Plant</u>										
Land	\$ 264,966	\$ 264,966	\$ 264,966	\$ 264,966	\$ 264,966	\$ 264,966	\$ 264,966	\$ 264,966	\$ 264,174	\$ 264,174
Pumping plant structures	3,496,718	3,488,872	3,488,872	3,488,872	3,488,872	3,545,930	3,545,931	3,545,931	3,545,931	3,382,011
Reservoirs and standpipes	4,427,844	4,484,500	4,484,500	4,484,500	4,484,500	4,484,500	4,484,500	4,484,500	4,484,500	4,484,500
Wells	706,215	706,215	706,215	706,215	706,215	719,543	719,543	719,543	719,543	719,543
Office building & garage	8,036,903	8,036,903	2,420,199	2,554,264	2,541,959	2,545,434	2,525,366	2,525,366	2,513,041	2,463,183
Water treatment structures	2,835	2,835	2,835	2,835	2,835	2,835	2,835	2,835	2,835	2,835
Supply mains	5,119,516	5,119,516	4,996,658	4,996,658	4,923,291	4,922,031	4,922,017	4,922,017	4,922,017	4,470,193
Distribution mains	91,910,546	88,577,119	85,753,261	82,543,220	79,193,555	75,760,160	72,810,110	70,214,151	68,174,100	65,999,622
Services	24,154,768	23,437,290	23,022,506	22,600,002	20,704,308	18,712,466	16,739,574	15,082,154	13,608,828	13,080,171
Meters	9,488,365	9,030,614	8,803,071	8,545,249	8,463,251	8,217,953	8,190,677	8,033,406	7,840,814	7,737,632
Hydrants	10,191,689	9,693,962	9,299,945	8,983,350	8,672,088	8,322,159	7,976,604	7,776,986	7,513,426	7,375,074
Treatment equipment	154,484	154,484	154,484	154,484	154,484	185,467	185,467	185,467	185,467	184,534
Telemetry equipment	190,736	190,736	190,736	190,736	190,736	190,736	190,736	190,736	176,881	176,881
Electric pumping equipment	1,436,869	1,436,869	1,426,674	1,426,674	1,426,674	1,431,757	1,431,757	1,360,569	1,328,422	1,337,057
Power production equipment	237,309	237,309	237,309	237,309	237,309	237,309	237,309	237,309	237,309	-
Power operated equipment	736,201	657,421	657,421	657,410	657,410	657,411	710,553	604,324	604,324	582,075
Tools, shop & garage equipment	1,352,212	1,325,111	972,219	1,133,719	1,105,415	1,211,495	1,175,318	1,194,564	1,129,706	1,076,945
Stores equipment	26,117	26,117	26,117	26,117	24,957	40,650	40,650	40,650	40,650	40,650
Transportation equipment	2,647,113	2,582,712	2,563,939	2,556,006	2,426,916	2,361,060	2,412,854	2,266,006	2,023,030	1,686,779
Communication equipment	10,980	58,035	58,035	58,035	58,035	58,035	58,035	58,035	56,785	56,785
Office furniture & computers	4,353,263	4,276,277	3,986,604	3,967,243	3,845,706	3,737,534	3,509,003	3,566,178	3,313,995	2,916,918
	168,945,649	163,787,863	153,516,568	149,577,866	143,573,481	137,609,431	132,133,805	127,275,693	122,685,778	118,037,562
<u>Lake Michigan Supply System</u>										
Land	259,723	259,723	259,723	259,723	259,723	259,723	259,723	259,723	259,723	259,723
Pumping plant structures	2,984,715	2,984,715	2,984,715	2,984,715	2,981,777	2,997,629	2,805,052	2,805,052	2,805,052	2,805,052
Reservoirs and standpipes	97,448	97,448	97,448	97,448	97,448	97,448	97,448	97,448	97,448	97,448
Water treatment structures	15,450,197	15,441,936	15,441,936	15,470,575	15,442,221	15,459,985	15,418,758	15,418,758	15,418,758	15,402,598
Lake intakes	1,539,207	1,539,207	1,539,207	1,539,207	1,539,207	1,539,207	1,539,207	1,539,207	1,539,207	1,539,207
Supply mains	44,020,627	44,008,430	43,884,552	43,855,740	43,764,408	43,764,408	43,764,408	43,114,197	43,095,218	42,795,003
Distribution mains	646,048	646,048	646,048	646,048	646,048	646,049	646,048	646,048	646,048	646,048
Electric pumping equipment	3,764,745	3,758,800	3,758,800	3,759,943	3,759,943	3,783,567	3,783,567	3,783,567	3,783,567	3,783,567
Treatment equipment	18,207,357	18,215,877	18,097,810	18,087,000	18,072,502	18,696,806	18,688,365	18,502,929	18,157,813	18,155,719
Telemetry equipment	725,548	628,368	628,368	628,368	628,368	1,247,123	1,247,123	1,229,123	967,083	1,351,119
Tools, shop & garage equipment	39,078	43,664	51,405	41,900	41,080	43,337	43,337	52,965	52,965	52,965
Laboratory equipment	107,313	97,375	63,092	45,354	35,284	41,977	41,977	32,799	32,799	32,799
Communication equipment	242,616	366,263	360,566	321,656	321,656	321,656	321,656	321,656	305,751	106,514
Office furniture & computers	49,320	56,179	49,025	40,373	23,728	30,595	30,595	30,595	30,595	30,595
Power production equipment	1,612,314	1,612,314	1,612,314	1,612,314	1,612,314	1,612,314	1,612,314	1,612,314	1,609,818	1,372,509
	89,746,256	89,756,347	89,475,010	89,390,364	89,225,707	90,541,823	90,299,578	89,446,381	88,801,845	88,430,866
Total	\$ 258,691,905	\$ 253,544,210	\$ 242,991,578	\$ 238,968,229	\$ 232,799,188	\$ 228,151,254	\$ 222,433,383	\$ 216,722,074	\$ 211,487,623	\$ 206,468,428

WATER UTILITY
City of Green Bay, Wisconsin
SUPPLY MAINS IN SERVICE
December 31, 2023

<u>Type and Size of Main</u>	<u>Feet In Service Dec. 31, 2022</u>	<u>Added In 2023</u>	<u>Retired In 2023</u>	<u>Adjusted In 2023</u>	<u>Feet In Service Dec. 31, 2023</u>
16" Ductile Iron	7,021				7,021
16" Prestressed Concrete	3,629				3,629
16" Steel	43				43
16" PVC	3				3
18" Steel	53				53
20" Prestressed Concrete	3,405				3,405
20" Ductile Iron	3				3
24" Cast Iron	18				18
24" Prestressed Concrete	24,865				24,865
24" Ductile Iron	17,377				17,377
30" Prestressed Concrete	2,307				2,307
30" Ductile Iron	3,850				3,850
30" Steel	18				18
36" Prestressed Concrete	133,342				133,342
36" Ductile Iron	7,330				7,330
36" Steel	123				123
42" Prestressed Concrete	78,209				78,209
42" Steel	1,286				1,286
54" Steel	75,587				75,587
Totals	<u>358,469</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>358,469</u>

The amounts in the "Adjusted in 2023" column are due to adjusting the historical footages to actual footages as determined by the Water Utility's computerized geographic information system (GIS).

RIVER CROSSING SUPPLY MAINS IN SERVICE DECEMBER 31, 2023

FOX RIVER:					
1964	Emilie Street to Ninth Street	24" Steel			1,812
1971	Mason Street Crossing	24" Ductile Iron			1,061
2005	Grignon Street to Ninth Street	36" Steel			2,332
EAST RIVER:					
1957	Cass Street Crossing	30" Steel			302
1995	Lawe Street Crossing	36" Steel			1,567
Totals					<u>7,074</u>
Total Supply Mains and River Crossing Supply Mains in Service December 31, 2023					<u>365,543</u>

69.2 Miles of Supply Mains in Service as of December 31, 2023

WATER UTILITY
City of Green Bay, Wisconsin
DISTRIBUTION AND TRANSMISSION MAINS IN SERVICE
December 31, 2023

Type and Size of Main	Feet In Service Dec. 31, 2022	Added In 2023	Retired In 2023	Adjusted In 2023	Feet In Service Dec. 31, 2023
3/4" Galvanized	164			0	164
3/4" Lead	0				0
3/4" Copper	526				526
1" Galvanized	1,241				1,241
1" Lead	0				0
1" Copper	1,265				1,265
1" Polyethylene	251	7			258
1 1/4" Galvanized	457				457
1 1/4" Copper	244				244
1 1/2" Galvanized	1,417		(7)		1,410
1 1/2" Copper	2,579				2,579
1 1/2" Polyethylene	226				226
2" Galvanized	733				733
2" Cast Iron	7,556		(149)		7,407
2" PVC	0	12			12
2" Ductile Iron	514		(12)		502
2" Copper	2,997				2,997
2" Brass	24				24
2" Polyethylene	288		(25)		263
2 1/2" Galvanized	721				721
3" Cast Iron	129				129
3" Ductile Iron	107				107
4" Cast Iron	5,120		(753)		4,367
4" Ductile Iron	10,461		(216)		10,245
4" PVC	44		(4)		40
6" Phipp's Hydraulic	2,736		(278)	18	2,476
6" Cast Iron	415,074		(15,795)	87	399,366
6" Ductile Iron	92,028		(895)	5	91,138
6" PVC	12,903	969	(117)		13,755
8" Cast Iron lined	0	1,226			1,226
8" Cast Iron	103,458		(1,329)	4	102,133
8" Ductile Iron	642,427		(763)	17	641,681
8" PVC	237,805	13,991	(26)	4	251,774
10" Cast Iron	75,794		(47)	11	75,758
10" Ductile Iron	23,350				23,350
10" PVC	708	14			722
12" Cast Iron	59,683		(55)	17	59,645
12" Ductile Iron	354,256		(321)	297	354,232
12" PVC	115,436	3,361	(120)	395	119,072
16" Cast Iron	26,828		(5)		26,823
16" Ductile Iron	113,482		(9)		113,473
16" Steel	0				0
16" PVC	15,829	6			15,835
18" Cast Iron	1,849				1,849
18" Ductile Iron	437				437
18" Polyethylene	783				783
20" Ductile Iron	227				227
24" Ductile Iron	566				566
Totals	2,332,723	19,586	(20,926)	855	2,332,238

The amounts in the "Adjusted in 2023" column are due to adjusting the historical footages to actual footages as determined by the Water Utility's computerized geographic information system (GIS).

RIVER CROSSING TRANSMISSION MAINS IN SERVICE DECEMBER 31, 2023

FOX RIVER:				
1906	Stuart Street to School Place	16" Cast Iron		991
		16" Ductile Iron		79
1996	Prairie Avenue to Radisson Street	16" Steel		1,433
		16" Ductile Iron		319
EAST RIVER:				
1905	Cedar Street Crossing	12" Cast Iron		286
1907	Jackson Street Crossing	12" Cast Iron		354
1934	Cass Street Crossing	12" Cast Iron		794
1939	Irwin Avenue Crossing	12" Cast Iron		717
		10" Cast Iron		15
Totals				4,988

Total Distribution Mains and River Crossing Transmission Mains in Service December 31, 2023 2,337,226

443.0 Miles of Distribution and Transmission Mains in Service as of December 31, 2023

WATER UTILITY
City of Green Bay, Wisconsin
WATER SERVICES (LATERALS)
December 31, 2023

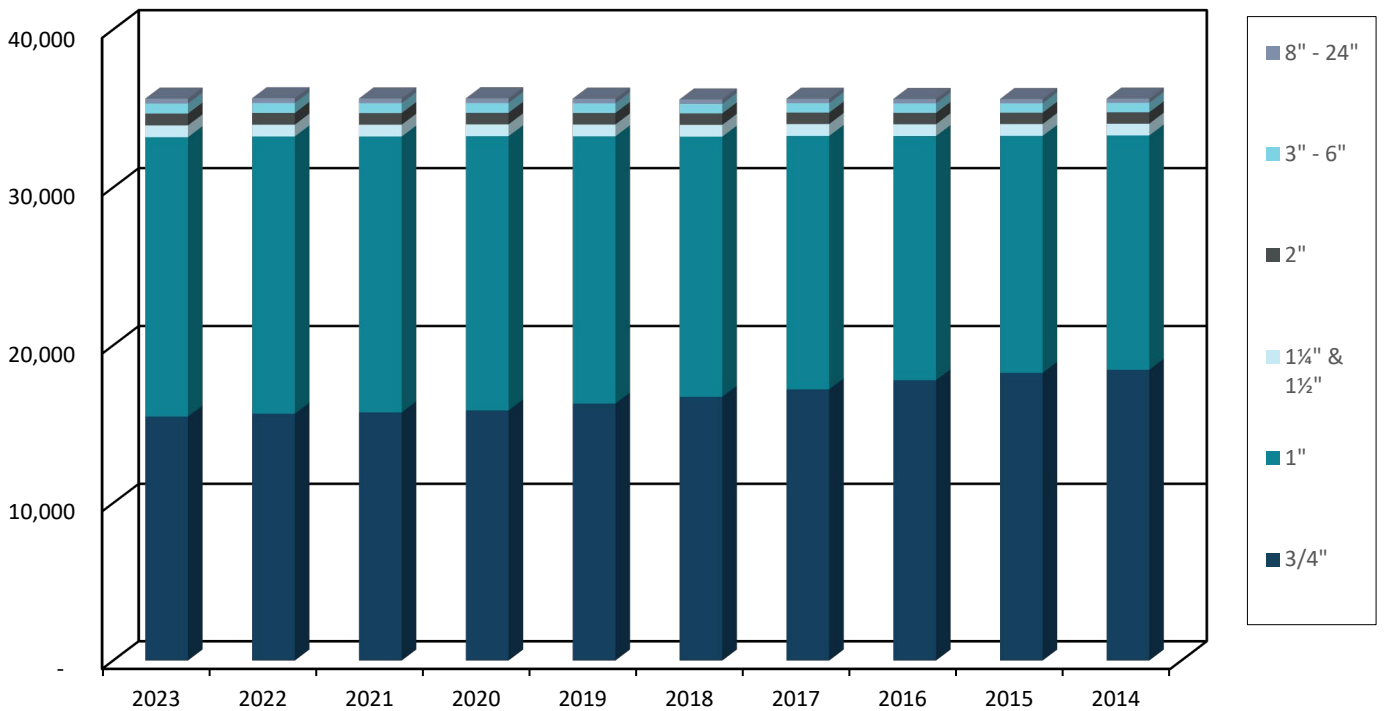
<u>Type and Size of Pipe</u>	<u>Dec 31, 2022</u>	<u>Added in 2023</u>	<u>Retired in 2023</u>	<u>Adjusted in 2023</u>	<u>In Service Dec 31, 2023</u>	<u>Not in Service Dec 31, 2023</u>
3/4" Galvanized	65		(1)		52	12
3/4" Lead	368		(5)		0	363
3/4" Tubeloy (lead & copper alloy)	2				0	2
3/4" Copper	15,228	5	(179)	2	13,793	1,263
3/4" Polyethylene	8				8	0
1" Galvanized	2				0	2
1" Lead	0				0	0
1" Copper	13,506	26	(62)	6	12,366	1,110
1" Polyethylene	4,052	168	(5)		3,912	303
1 1/4" Galvanized	2				0	2
1 1/2" Galvanized	1				0	1
1 1/2" Copper	673		(2)		579	92
1 1/2" Polyethylene	71	1			65	7
2" Galvanized	2		(1)		0	1
2" Copper	609				464	145
2" Polyethylene	119	6		1	115	11
2" Cast Iron	11				3	8
2" Ductile Iron	1				1	0
3" Cast Iron	17				12	5
3" Ductile Iron	46				29	17
4" Cast Iron	23				14	9
4" Ductile Iron	148		(1)		129	18
4" PVC	61	6			63	4
4" Copper	1				1	0
6" Cast Iron	36		(1)		20	15
6" Ductile Iron	185				147	38
6" PVC	108	5	(1)	1	110	3
8" Cast Iron	7				6	1
8" Ductile Iron	129				117	12
8" PVC	96	6			96	6
10" Cast Iron	2				2	0
10" Ductile Iron	29		(1)		23	5
10" PVC	12	1		1	14	0
12" Cast Iron	1				1	0
12" Ductile Iron	16				14	2
12" PVC	7				6	1
16" Ductile Iron	4				4	0
24" Ductile Iron	1				1	0
Totals	<u>35,649</u>	<u>224</u>	<u>(259)</u>	<u>11</u>	<u>32,167</u>	<u>3,458</u>

Total Services 35,625

The amounts in the "Adjusted in 2023" column are due to adjusting the historical counts to actual counts as determined by the Water Utility's computerized geographic information system (GIS).

WATER UTILITY
City of Green Bay, Wisconsin
WATER SERVICES (LATERALS)
Last Ten Years

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
3/4"	15,493	15,671	15,754	15,881	16,313	16,742	17,213	17,795	18,261	18,454
1"	17,693	17,560	17,473	17,367	16,928	16,477	16,054	15,463	15,007	14,839
1 1/4"	2	2	2	2	2	2	2	2	2	2
1 1/2"	744	745	746	745	745	744	745	743	744	743
2"	748	742	739	734	731	729	727	722	722	724
3"	63	63	63	64	64	64	64	65	66	66
4"	238	233	230	229	227	221	222	222	223	223
6"	333	329	328	326	318	310	313	314	305	303
8"	238	232	227	223	222	216	214	212	207	205
10"	44	43	43	43	45	45	43	43	42	42
12"	24	24	24	24	23	23	23	23	21	21
16"	4	4	4	4	4	2	1	1	1	1
24"	1	1	1	1	1	1	1	1	1	1
Totals	35,625	35,649	35,634	35,643	35,623	35,576	35,622	35,606	35,602	35,624



WATER UTILITY
City of Green Bay, Wisconsin
OPERATING AND CAPITAL INDICATORS
Last Ten Years

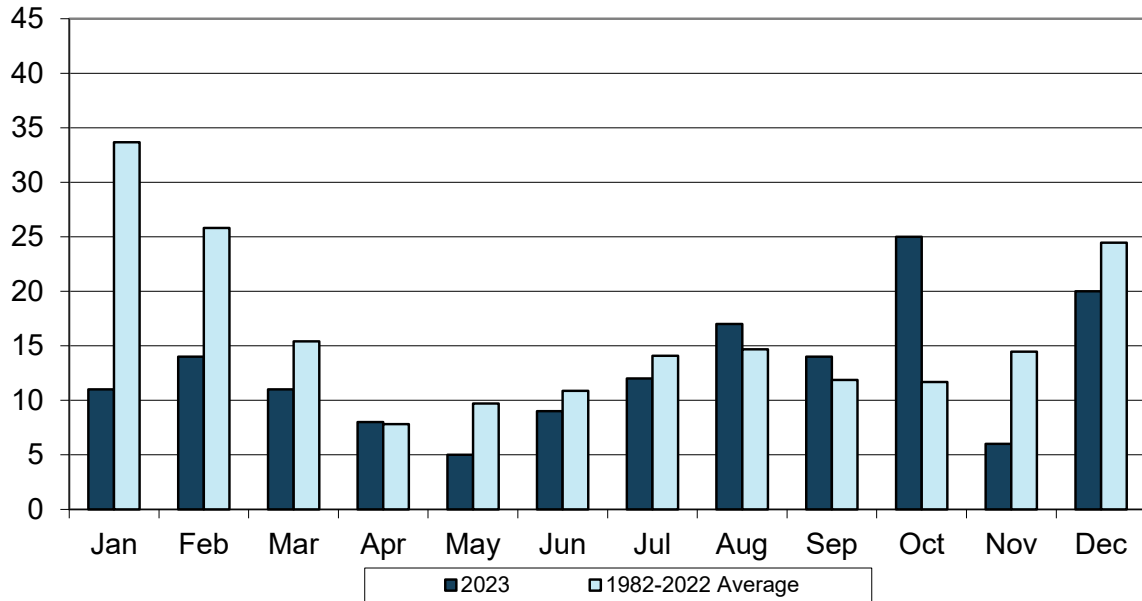
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Miles of water mains:										
Supply mains	67.9	67.9	67.9	67.9	67.9	68	69.2	67.9	67.9	68.1
River crossing mains	1.34	1.34	1.34	1.34	1.34	1.34	2.3	2.3	2.3	2.3
Distribution mains	442.7	442.7	442.5	442.5	442	440	440	440.1	439	439.8
Total	511.94	511.94	511.74	511.74	511.24	509.34	511.5	510.3	509.2	510.2
Number of full-time Water Utility employees										
Pumping	4	4	4	4	4	4.5	4	4	4	4
Water Treatment	9	9	9	9	8	8	8	8	8	8
Distribution & Engineering	29	29	29	29	28	27	27	25	26	24
Metering & Cross Connection	7	7	7	7	7	7	8	7	6	7
Billing & Office	12	12	11	11	11	10	10	10	10	10
Administration	6	6	5	5	5	5	4.5	4	2	2
Total	67	67	65	65	63	61.5	61.5	58	56	55
Average daily pumpage (gallons)	20,561,542	22,753,230	22,670,545	19,989,784	18,967,693	19,528,896	19,420,830	17,860,984	17,802,863	17,820,107
Finished water storage capacity (gallons)	15,800,000	16,300,000	16,300,000	16,300,000	16,300,000	16,300,000	16,300,000	16,300,000	16,300,000	16,300,000
Storage capacity as a percentage of average daily pumpage	76.8%	71.6%	71.9%	81.5%	85.9%	83.5%	83.9%	91.3%	91.6%	91.5%
Daily authorized draw capacity at Lake Michigan pump station (gallons)	54,501,120	54,501,120	54,501,120	54,501,120	54,501,120	54,501,120	54,501,120	54,501,120	54,501,120	54,501,120
Percentage of authorized draw capacity used	37.7%	41.7%	41.6%	36.7%	34.8%	35.8%	35.6%	32.8%	32.7%	32.7%
Daily capacity of stand-by wells for emergency use (gallons)	10,812,400	10,812,400	10,812,400	10,812,400	10,812,400	11,460,400	11,460,400	11,460,400	11,460,400	11,460,400
Emergency stand-by well capacity as a percentage of average daily pumpage	52.6%	47.5%	47.7%	54.1%	57.0%	58.7%	59.0%	64.2%	64.4%	64.3%

WATER UTILITY

City of Green Bay, Wisconsin

WATER MAIN LEAKS

WATER MAIN LEAKS BY MONTH
2023 and 1982 - 2022 Average



WATER MAIN LEAKS

Five Year Record

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Number of Main Leaks	152	227	243	196	187

WATER UTILITY
City of Green Bay, Wisconsin
WATER RATES IN EFFECT ON OCTOBER 18, 1887

BAKERIES

Bakeries may be charged according to the average daily use of flour, namely, for each barrel per day, the sum of \$4.00 annually; provided that in no case will the bakery be charged less than \$8.00 per year.

MANUFACTURING AND OTHER PURPOSES

In all cases when large quantities of water are required, the quantity is to be ascertained by meters.

For the first 2,000 gallons used daily, the rate is 4¢ per 100 gallons.

For the quantity in excess of 2,000 gallons and up to 5,000 gallons used daily, the rate is 3¢ per 100 gallons.

For the quantity in excess of 5,000 gallons up to 10,000 gallons used daily, the rate is 2¢ per 100 gallons.

PRIVATE STABLES WITH ONE FAUCET THEREIN

For first horse	\$4.00 per year
Each additional horse	\$2.50 per year
Each cow	\$1.50 per year

LIVERY CLUB AND BOARDING STABLES WITH ONE FAUCET THEREIN

For six horses or less	\$12.00 per year
For each additional horse	\$1.50 per year

STEAM ENGINES

Stationary steam engines working not over twelve hours per day may be charged by the horse-power as follows:

For each horse-power up to and not exceeding ten	\$4.00 per year
For each horse-power exceeding ten and not over fifteen	\$3.50 per year
For each horse-power over fifteen	\$3.00 per year

No steam engine will be charged less than \$10.00 per year.

EATING HOUSE

Refectories, confectioners, eating houses, fish stalls, provision shops, refreshment and oyster houses will be charged not more than \$50.00 per year.

STORES, OFFICES, ETC.

For each tenement occupied as a store, warehouse, or office	\$6.00 per year
Barber shop, first chair	\$6.00 per year
Barber shop, each additional chair	\$2.00 per year

DWELLING HOUSE

Dwelling house up to five rooms, for the first faucet	\$5.00 per year
For each additional room	\$1.00 per year
For each additional faucet	\$2.00 per year

GREEN BAY WATER
CASH POSITION
April 30, 2024

	4/30/2023	4/30/2024
UNRESTRICTED CURRENT ASSETS		
Cash & Investments - Operation & Maintenance		
Local Govt. Investment Pool	\$ 106,794	\$ 112,982
Associated Bank Checking	9,139,397	10,086,102
Working Cash Funds - Petty Cash	1,700	1,700
Total Cash & Investments - Operation & Maintenance	<u>9,247,891</u>	<u>10,200,784</u>
RESTRICTED CURRENT ASSETS		
Cash & Investments - Restricted		
Certificates of Deposit - Bond Redemption	1,877,000	1,880,000
Associated Bank Money Market Account - Bond Redemption	279,610	322,313
Associated Bank Checking - Private Service Replacement	14,722	-
Local Govt. Investment Pool - Construction Fund	722	-
Total Cash & Investments - Restricted	<u>2,172,054</u>	<u>2,202,313</u>
RESTRICTED LONG-TERM ASSETS		
Cash & Investments - Debt Reserve		
Associated Trust Money Market	310,411	34,708
Associated Trust Certificates of Deposit	471,838	479,245
Associated Trust Municipal Bonds	5,710,961	6,203,279
Total Cash & Investments - Debt Reserve	<u>6,493,210</u>	<u>6,717,232</u>
 TOTAL CASH POSITION	 <u>\$ 17,913,155</u>	 <u>\$ 19,120,329</u>

GREEN BAY WATER
BALANCE SHEET
April 30, 2024

	<u>4/30/2023</u>	<u>4/30/2024</u>
ASSETS		
Current Assets		
Unrestricted Current Assets		
Cash & Investments - Operating & Maintenance	\$ 9,247,891	\$ 10,200,784
Accounts Receivable - Customer Accounts	10,821,697	11,815,395
Inventories	787,708	696,956
Prepaid Items	181,492	35,820
Total Unrestricted Current Assets	<u>21,038,788</u>	<u>22,748,955</u>
Restricted Current Assets		
Cash & Investments - Bond Redemption Fund	2,156,610	2,202,313
Interest Receivable	11,785	11,105
Cash & Investments - Private Service Replacement Fund	14,722	-
Accounts Receivable - Grants	144,880	18,250
Total Restricted Current Assets	<u>2,327,997</u>	<u>2,231,668</u>
Total Current Assets	<u>23,366,785</u>	<u>24,980,623</u>
Noncurrent Assets		
Restricted Assets		
Cash & Investments - Debt Reserve Fund	6,493,210	6,717,232
Accrued Interest	50,035	60,052
Cash & Investments - Construction Fund	722	-
Net Pension Asset	2,127,002	-
Total Restricted Assets	<u>8,670,969</u>	<u>6,777,284</u>
Other Assets		
Unamortized Ashwaubenon Booster	1,073,535	942,082
Unamortized Wrightstown Loan/Grant	400,900	369,250
Total Other Assets	<u>1,474,435</u>	<u>1,311,332</u>
Capital Assets		
Property, Plant & Equipment	253,868,320	259,198,564
Less: Accumulated Depreciation	<u>(105,213,319)</u>	<u>(110,219,298)</u>
Net Property, Plant & Equipment	148,655,001	148,979,266
Construction in Progress	434,296	512,543
Total Capital Assets	<u>149,089,297</u>	<u>149,491,809</u>
Total Noncurrent Assets	<u>159,234,701</u>	<u>157,580,425</u>
TOTAL ASSETS	<u>182,601,486</u>	<u>182,561,048</u>
DEFERRED OUTFLOWS OF RESOURCES		
Unamortized Loss on Advanced Refunding	286,375	194,072
Deferred Outflows - Pension	4,737,486	8,875,731
Total Deferred Outflows of Resources	<u>5,023,861</u>	<u>9,069,803</u>

GREEN BAY WATER
BALANCE SHEET
April 30, 2024

	<u>4/30/2023</u>	<u>4/30/2024</u>
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 49,233	\$ 502,912
Sewer Collections Payable	5,976,548	6,914,037
Storm Water Collections Payable	2,882,424	3,322,384
Accrued Payroll Taxes	89,062	103,249
Accrued Payroll, Vacation & Sick Leave Pay	293,716	487,793
Accrued Taxes	789,049	795,042
Payable from Restricted Assets		
Current Portion of Long - Term Debt	4,305,000	4,415,000
Accrued Interest	-	-
Total Current Liabilities	<u>14,385,032</u>	<u>16,540,417</u>
Long - term Obligations, Less Current Portion		
Revenue Bonds - Net of Premiums & Discounts	38,027,331	33,173,775
Accrued Vacation & Sick Leave Pay	206,264	201,769
Net Pension Liability	-	1,390,540
Total Current Liabilities	<u>38,233,595</u>	<u>34,766,084</u>
TOTAL LIABILITIES	<u>52,618,627</u>	<u>51,306,501</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred Inflows - Pension	<u>5,627,565</u>	<u>6,665,467</u>
NET POSITION		
Contributed Capital - City of Green Bay	736,907	744,232
Net Investment in Capital Assets	107,043,342	112,097,107
Restricted	10,998,243	9,008,952
Unrestricted	<u>10,600,663</u>	<u>11,808,592</u>
TOTAL NET POSITION	<u>\$ 129,379,155</u>	<u>\$ 133,658,883</u>

GREEN BAY WATER

Statement of Revenues, Expenses and Changes in Net Position Month Ended April 30, 2023 and 2024

	4/30/23	4/30/24
OPERATING REVENUES		
Charges for services	\$ 7,068,981	\$ 7,337,722
Other	569,024	533,825
Total operating revenues	7,638,005	7,871,547
OPERATING EXPENSES		
Operation and maintenance	3,461,247	3,846,386
Depreciation	1,643,492	1,763,696
Total operating expenses	5,104,739	5,610,082
Operating income	2,533,266	2,261,465
NONOPERATING REVENUES (EXPENSES)		
Interest income	287,682	287,818
Grant revenue	310,815	13,700
Miscellaneous income	99,420	98,101
Interest and fiscal charges	(466,696)	(430,042)
Amortization of debt premium net of discounts	150,920	150,920
Amortization of loss on advance refundings	(57,219)	(30,265)
Total nonoperating revenues (expenses)	324,922	90,232
Income before contributions and transfers	2,858,188	2,351,697
Capital contributions	10,195	11,575
Transfers out - tax equivalent	(891,969)	(917,128)
Change in net position	1,976,414	1,446,144
Net position - January 1	127,402,741	132,212,739
Net position - April 30	\$ 129,379,155	\$ 133,658,883

GREEN BAY WATER

APRIL 2024 REVENUE BUDGET REPORT

FOR 2024 04

	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD REVENUE		AVAILABLE BUDGET	PCT USED
610 WATER UTILITY							
415000 MERCH & JOBBING REV	330,750	0	330,750	87,266.07	.00	243,483.93	26.4%
419900 INT INCOME-OPER FUND	400,000	0	400,000	224,560.04	.00	175,439.96	56.1%
419911 INT INC-BOND REDEMPTION	50,000	0	50,000	22,811.75	.00	27,188.25	45.6%
419920 INT INC-DEBT RESERVE	175,000	0	175,000	75,430.78	.00	99,569.22	43.1%
419925 UNREALIZED GAIN/LOSS DEBT RE	50,000	0	50,000	-34,988.21	.00	84,988.21	-70.0%
420000 GRANT REVENUE	0	0	0	13,700.00	.00	-13,700.00	100.0%
421000 MISC NON-OPERATING INC	300,000	0	300,000	11,575.44	.00	288,424.56	3.9%
429440 AMORT PREM-GB-2004	124,305	0	124,305	41,435.12	.00	82,869.88	33.3%
429443 AMORT PREM ASH-2004	12,625	0	12,625	4,208.32	.00	8,416.68	33.3%
429460 AMORT PREM-GB-2014	82,167	0	82,167	27,388.96	.00	54,778.04	33.3%
429463 AMORT PREM-ASH-2014	8,345	0	8,345	2,781.72	.00	5,563.28	33.3%
429470 AMORT PREM-GB-2019	313,470	0	313,470	104,490.12	.00	208,979.88	33.3%
429473 AMORT PREM-ASH-2019	31,837	0	31,837	10,612.48	.00	21,224.52	33.3%
429480 AMORT PREM-GB-2021	16,940	0	16,940	5,646.68	.00	11,293.32	33.3%
461508 METERED RESIDENTIAL	5,355,000	0	5,355,000	1,681,516.11	.00	3,673,483.89	31.4%
461558 METERED COMMERCIAL	2,131,500	0	2,131,500	615,014.32	.00	1,516,485.68	28.9%
461608 METERED INDUSTRIAL	6,825,000	0	6,825,000	1,940,238.22	.00	4,884,761.78	28.4%
461658 METERED APARTMENT < 3 UNITS	2,415,000	0	2,415,000	771,797.91	.00	1,643,202.09	32.0%
461708 METERED MULTI FAMILY	1,575,000	0	1,575,000	480,720.99	.00	1,094,279.01	30.5%
461758 METERED RESTAURANT	178,500	0	178,500	56,330.51	.00	122,169.49	31.6%
461808 METERED MUNICIPAL	467,250	0	467,250	125,955.30	.00	341,294.70	27.0%
462000 PRIVATE FIRELINES	169,050	0	169,050	40,826.29	.00	128,223.71	24.2%
463000 PUBLIC FIRE PROTECTION	1,449,000	0	1,449,000	476,002.59	.00	972,997.41	32.9%
466003 SALES FOR RESALE-ASH	3,465,000	0	3,465,000	950,752.16	.00	2,514,247.84	27.4%
466004 SALES FOR RESALE-SCOTT	89,250	0	89,250	20,968.42	.00	68,281.58	23.5%
466005 SALES FOR RESALE-HOBART	472,500	0	472,500	90,553.10	.00	381,946.90	19.2%
466006 SALES FOR RESALE-WRIGHTSTOWN	207,900	0	207,900	87,046.34	.00	120,853.66	41.9%
470000 LATE PAYMENT PENALTIES	125,000	0	125,000	21,673.93	.00	103,326.07	17.3%
471000 TURN ON & SET REVENUE	50,000	0	50,000	10,835.00	.00	39,165.00	21.7%
472000 RENT-CELL TOWERS	143,000	0	143,000	.00	.00	143,000.00	.0%
472010 RENT-ADDITIONAL METERS	22,000	0	22,000	5,695.97	.00	16,304.03	25.9%
472020 RENT - LAND	1,500	0	1,500	.00	.00	1,500.00	.0%
474000 OTHER WATER REVENUE-MISC	1,500	0	1,500	1,096.60	.00	403.40	73.1%
474010 RETURN ON METER INVEST	110,000	0	110,000	.00	.00	110,000.00	.0%
474020 REBATES	35,000	0	35,000	4,696.87	.00	30,303.13	13.4%
474030 PRIVATE WELL PERMITS	500	0	500	.00	.00	500.00	.0%
474040 SALE OF SCRAP	10,000	0	10,000	3,896.20	.00	6,103.80	39.0%
474050 TITLE COMPANY LETTERS	3,000	0	3,000	540.00	.00	2,460.00	18.0%
474060 THAW SERVICE	1,000	0	1,000	.00	.00	1,000.00	.0%
474070 MISSED APPOINTMENT CHARGE	0	0	0	225.00	.00	-225.00	100.0%

(1)

GREEN BAY WATER

APRIL 2024 REVENUE BUDGET REPORT

FOR 2024 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD REVENUE		AVAILABLE BUDGET	PCT USED
476000 SEWER REIMB FROM CITY	1,075,000	0	1,075,000	360,000.00	.00	715,000.00	33.5%
476100 STORM REIMB FROM CITY	408,000	0	408,000	136,000.00	.00	272,000.00	33.3%
TOTAL WATER UTILITY	28,680,889	0	28,680,889	8,479,301.10	.00	20,201,587.90	29.6%
GRAND TOTAL	28,680,889	0	28,680,889	8,479,301.10	.00	20,201,587.90	29.6%
** END OF REPORT - Generated by Stephanie Rogers **							

(1) DNR galvanized replacement program - not budgeted for.

GREEN BAY WATER

APRIL 2024 EXPENSE BUDGET REPORT

FOR 2024 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
610 WATER UTILITY							
1630 STORES EXPENSE	88,576	0	88,576	27,662.50	.00	60,913.50	31.2%
1840 CLEARING ACCOUNTS	557,765	0	557,765	-175,515.54	.00	733,280.54	-31.5%
4030 DEPRECIATION EXPENSE	5,222,113	0	5,222,113	1,763,696.00	.00	3,458,417.00	33.8%
4050 AMORTIZATION OF OTHER PLANT	131,453	0	131,453	43,817.76	.00	87,635.24	33.3%
4080 TAXES	3,035,416	0	3,035,416	917,127.96	.00	2,118,288.04	30.2%
4160 MERCHANDISING & JOBBING EXP	244,146	0	244,146	77,325.34	.00	166,820.66	31.7%
4260 OTHER INCOME DEDUCTIONS	456,321	0	456,321	.00	.00	456,321.00	.0%
4270 INTEREST ON LONG-TERM DEBT	1,290,127	0	1,290,127	430,042.32	.00	860,084.68	33.3%
4280 AMORTIZATION OF DEBT DISCOUNT	228,727	0	228,727	75,908.64	.00	152,818.36	33.2%
6020 PURCHASED WATER	9,000	0	9,000	2,016.34	.00	6,983.66	22.4%
6130 MAINTENANCE OF INTAKES	10,000	0	10,000	.00	9,940.00	60.00	99.4%
6160 MAINTENANCE OF SUPPLY MAINS	78,765	0	78,765	44,238.16	3,531.06	30,995.78	60.6%
6200 PUMP OPS SUPERVISION & ENG	91,997	0	91,997	36,467.46	.00	55,529.54	39.6%
6230 FUEL OR POWER FOR PUMPING	937,000	0	937,000	216,289.23	.00	720,710.77	23.1%
6240 PUMP LABOR & EXPENSES	107,888	0	107,888	24,089.51	.00	83,798.49	22.3%
6260 MISC PUMPING EXPENSE	85,550	0	85,550	20,547.26	.00	65,002.74	24.0%
6300 PUMP MAINT SUPERVISION & ENG	42,369	0	42,369	13,455.80	.00	28,913.20	31.8%
6310 PUMP MAINT OF STRUCTURES	213,239	0	213,239	20,519.84	27,665.45	165,053.71	22.6%
6320 PUMP MAINT OF POWER PROD EQUIP	41,000	2,406	43,406	299.96	2,405.94	40,700.04	6.2%
6330 MAINT OF PUMPING EQUIP	399,500	89,901	489,401	153,765.86	21,968.00	313,667.14	35.9%
6400 TREATMENT OPS SUPERVIS & ENG	86,501	0	86,501	28,050.64	.00	58,450.36	32.4%
6410 CHEMICALS	628,000	0	628,000	132,551.85	.00	495,448.15	21.1%
6420 WATER TREATMENT OPERATIONS EXP	811,947	0	811,947	230,605.06	.00	581,341.94	28.4%
6430 MISC WATER TREATMENT EXP	182,437	0	182,437	57,283.46	.00	125,153.54	31.4%
6500 TREATMENT MAINT SUPERVIS & ENG	37,072	0	37,072	9,487.47	.00	27,584.53	25.6%
6510 TREATMENT MAINT OF STRUCTURES	54,967	0	54,967	9,274.65	.00	45,692.35	16.9%
6520 MAINT OF TREATMENT EQUIP	249,861	0	249,861	77,268.36	.00	172,592.64	30.9%
6600 TRANS & DIST OPS SUP & ENG	273,339	0	273,339	101,498.30	.00	171,840.70	37.1%
6620 TRANS & DIST LINES EXPENSE	280,900	0	280,900	30,636.07	.00	250,263.93	10.9%
6630 METER EXPENSE	226,460	0	226,460	87,006.67	.00	139,453.33	38.4%
6640 CUSTOMER INSTALLATION EXP	237,504	0	237,504	102,066.17	.00	135,437.83	43.0%
6650 MISC TRANS & DIST EXPENSES	468,410	0	468,410	189,438.87	.00	278,971.13	40.4%
6720 MAINT OF DIST RES & STANDPIPES	438,652	0	438,652	23,931.82	23,500.00	391,220.18	10.8%
6730 MAINT OF TRANS & DIST MAINS	1,486,918	0	1,486,918	259,120.07	.00	1,227,797.93	17.4%
6750 MAINT OF SERVICES	567,253	0	567,253	305,972.37	.00	261,280.63	53.9%
6760 MAINT OF METERS	67,404	0	67,404	19,416.82	.00	47,987.18	28.8%
6770 MAINT OF HYDRANTS	196,808	0	196,808	164,792.48	.00	32,015.52	83.7%
9020 METER READING EXPENSE	62,347	0	62,347	55,688.07	.00	6,658.93	89.3%
9030 CUSTOMER RECORDS & COLLECTION	1,030,767	0	1,030,767	474,197.62	.00	556,569.38	46.0%
9040 UNCOLLECTIBLE ACCOUNTS	2,000	0	2,000	130.86	.00	1,869.14	6.5%

(1)
(2)

GREEN BAY WATER

APRIL 2024 EXPENSE BUDGET REPORT

FOR 2024 04

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9060 CUSTOMER SERVICE & INFORMATION	73,658	0	73,658	26,921.65	.00	46,736.35	36.5%
9200 ADMIN & GENERAL SALARIES	854,832	0	854,832	276,655.26	.00	578,176.74	32.4%
9210 OFFICE SUPPLIES & EXPENSES	110,395	0	110,395	31,433.30	.00	78,961.70	28.5%
9230 OUTSIDE SERVICES EMPLOYED	589,646	0	589,646	95,203.76	.00	494,442.24	16.1%
9240 PROPERTY INSURANCE	129,057	0	129,057	.00	.00	129,057.00	.0%
9250 INJURIES & DAMAGES	60,437	0	60,437	.00	.00	60,437.00	.0%
9260 EMPLOYEE PENSIONS & BENEFITS	1,364,566	0	1,364,566	437,900.69	.00	926,665.31	32.1%
9280 REGULATORY COMMISSION EXP	15,000	0	15,000	7,085.73	.00	7,914.27	47.2%
9300 MISC GENERAL EXPENSES	55,950	0	55,950	18,657.16	.00	37,292.84	33.3%
9320 MAINT OF GENERAL PLANT	241,954	0	241,954	89,131.08	4,822.00	148,000.92	38.8%
TOTAL WATER UTILITY	24,155,994	92,307	24,248,301	7,033,160.71	93,832.45	17,121,307.78	29.4%
GRAND TOTAL	24,155,994	92,307	24,248,301	7,033,160.71	93,832.45	17,121,307.78	29.4%

** END OF REPORT - Generated by Stephanie Rogers **

- (1) Purchased hydrant parts for summer maintenance
- (2) Software maintenance for meter reading software - paid in Jan.



Green Bay Water Commission **MEMORANDUM**

DATE: June 24, 2024
TO: Green Bay Water Commission
FROM: General Manager Brian Powell and Operations Manager Doug Martin
RE: Review and Authorization of General Manager to sign the Amended and Restated Water Tower License Agreement with Verizon

The Utility currently holds three lease/license agreements (AT&T, Verizon and T-Mobile) for communications facilities at its Huron Tank located at 720 South Huron Road. The Utility worked with Boardman Clark Law Firm to amend the AT&T agreement in 2021 and this served as the template for upcoming agreement amendments. Subsequently, the Utility started working with Verizon in 2022 to amend, update and restate their agreement as it was due to expire on June 9, 2022. With agreements of this nature, the communications industry experiences constant upgrades and changes. As such, it took time for the Utility, working again with Boardman Clark Law Firm, to negotiate and finalize an updated agreement. In spring of 2024 all agreement language, easements, equipment, insurances and rent payment were agreed to by both Verizon and the GBWU.

The amended and restated agreement with Verizon will bring an increase in rent payment from just over \$35,000 previously to a new rent payment of \$37,324.80 starting on the effective date of the agreement with an annual rent escalator of 2 percent. The agreement length is five years and can be automatically extended for up to four additional five-year terms bringing the agreement to a total of 25 years. This provides the carrier a guaranteed location of operations while at the same time providing the Utility a strong rental income each year.

The agreement is attached for Commission review and to ask any questions as you may wish. Upon review and discussion, the Commission is requested to provide authorization to sign the Amended and Restated Water Tower License Agreement with Verizon.

As a brief update, the other lease agreement on the Huron Tank, with T-Mobile, expires in 2026. With this agreement fresh in hand as a general template, the Utility and T-Mobile have begun negotiations to finalize an updated agreement as well.

AMENDED AND RESTATED WATER TOWER LICENSE AGREEMENT

This Amended and Restated Water Tower License Agreement (“**Agreement**”) made as of the date of the last signature below (“**Effective Date**”) is between the City of Green Bay, a municipal corporation acting in its capacity as a municipal water utility and whose utility office is located at 631 South Adams Street, Green Bay, WI 54305 (“**Green Bay**” or “**Licensor**”), and Cellco Partnership, a Delaware partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number **866-862-4404**) (“**Verizon**” or “**Licensee**”). Green Bay and Verizon are collectively referred to as “**Parties**” and individually as “**Party**.”

RECITALS

- A. The Parties, and/or their predecessors in interest, entered into a Water Tower Lease Agreement dated June 10, 1997 (“**Lease**”).
- B. Green Bay owns property located at 720 South Huron Road, Green Bay, WI 54311 (“**Property**”) on which Green Bay maintains a water tower (“**Tower**”). The Property is further described in **Exhibit A**. Pursuant to the Lease, Green Bay leases to Licensee a portion of the Property that is comprised of certain land space (“**Leased Premises**”) on the Property and certain locations on the Tower on which Verizon maintains certain Antenna Facilities. As used in this Agreement, “**Antenna Facilities**” includes Verizon’s existing equipment cabinet, its contents, and any and all facilities Verizon has installed on the Property (“**Existing Antenna Facilities**”) or will install subject to Green Bay’s approval (collectively, “**Communications Facilities**”).
- C. Verizon desires to upgrade and/or modify its Existing Antenna Facilities (“**Initial Modification Project**”).
- D. The current term of the Lease expired on June 9, 2022, and the Parties intend that this Agreement supersede and replace the Lease, and, to accomplish the same, hereby terminate the Lease and the easements described therein as of the Effective Date of this Agreement.

AGREEMENT

The Parties agree as follows:

ARTICLE 1: LICENSE GRANTED

- 1.1 Subject to the provisions of this Agreement, Green Bay hereby grants Verizon:
 - 1.1.1 A revocable, non-exclusive license authorizing Verizon to install, maintain, upgrade, and operate the Existing Antenna Facilities. Verizon shall submit as-built drawings of the Existing Antenna Facilities within the Land Space (as defined in

Section 1.1.2) and on the Tower (“**Tower Space**”); such drawings shall be attached as **Exhibit B-1**.

- 1.1.2 A revocable, non-exclusive license authorizing Verizon to install, maintain, upgrade, and operate one equipment building on an approximately 924 square-foot portion of the Property (the “**Land Space**”). The Land Space is legally described on **Exhibit A**.
- 1.1.3 The following temporary, non-exclusive “**Easements**,” which shall automatically terminate upon the termination or expiration of this Agreement: (i) a 12-foot-wide non-exclusive access easement allowing pedestrian and vehicular ingress and egress to the Land Space and the base of the Tower and (ii) three 8-foot-wide non-exclusive utility easements. **Exhibit A** contains a legal description of each Easement.
- 1.2 At its expense, Verizon shall provide a professional site survey, which shall include legal descriptions for and depict the boundaries of the Property, Land Space, and Easements and which shall be subject to Green Bay’s reasonable approval. The site survey shall be attached as **Exhibit C**.
- 1.3 The Tower Space and Land Space are collectively referred to as the “**Premises**.”
- 1.4 Verizon shall be permitted at any time during the Term, as defined in Section 2.4, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as approved by Green Bay in its sole discretion at the time of installation. Verizon shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. Such back up source shall not be diesel or gasoline powered.

ARTICLE 2: TERM

- 2.1 The “**Initial Term**” of this Agreement shall commence on the Effective Date and shall terminate on the fifth (5th) anniversary of the Effective Date.
- 2.2 Provided that Verizon is not then in default beyond all applicable notice, cure, and grace periods under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically be extended for four additional five-year terms (each a “**Renewal Term**”) unless Verizon terminates the Agreement at the end of the then-current Term by giving Green Bay written notice of its intent to terminate at least 120 days prior to the expiration of the then-current Term.
- 2.3 If, at least 120 days prior to the end of the fourth and final five-year Renewal Term, neither Party has given the other Party written notice of its desire that the Agreement terminate at the end of that final Renewal Term, then this Agreement shall continue in force upon the same covenants, terms, and conditions until terminated by either Party by giving to the other Party at least one year’s prior written notice of its intention to so terminate this Agreement.

- 2.4 The Initial Term, each Renewal Term, and all other extensions of this Agreement under Section 2.3 shall be referred to collectively as the “**Term**.”

ARTICLE 3: LICENSE FEE

3.1 License Fee.

3.1.1 Commencing on the Effective Date, the annual “**License Fee**” amount shall be **\$37,324.80**, which shall be adjusted annually according to Section 3.1.2. The License Fee shall be payable to Green Bay at its address for notice under Article 15 in advance in equal monthly installments of **\$3,110.40** commencing on the Effective Date and on the first of each month thereafter. The License Fee for any partial month will be prorated.

3.1.2 During the entire Term, the annual License Fee amount shall increase two percent (2%) over the License Fee in effect the immediately preceding year. Such increase shall be made and adjusted on each anniversary of the Effective Date.

- 3.2 Late Fee. In the event Verizon fails to pay any sums owed to Green Bay under this Agreement when due, Verizon shall pay to Green Bay a late fee on the total payment due of one percent (1%) per month.

ARTICLE 4: DISCLAIMERS

- 4.1 Verizon acknowledges and agrees that, in accepting this Agreement, Green Bay has made no representations or warranties, express or implied, regarding:

4.1.1 The physical condition of the Property or Premises,

4.1.2 The suitability of the Property, Premises, or Easements for Verizon’s desired purposes, or

4.1.3 The state of title of the Property.

- 4.2 Verizon acknowledges and agrees that:

4.2.1 Verizon is experienced in land acquisition and premises development,

4.2.2 Verizon has conducted or will conduct all necessary and appropriate inspections of the Property, and

4.2.3 Verizon accepts the Property (including the Premises), all structures on the Property, and the Easements in “**as-is, where-is and with all faults**” condition.

- 4.3 ***Green Bay makes no warranties or representations regarding Verizon’s exclusive use of the Property or noninterference with Verizon’s transmission operations or that the Premises, Easements, or utilities serving the Premises are fit for Verizon’s intended use, and all such warranties and representations are hereby disclaimed.***

ARTICLE 5: TAXES/NO LIENS

- 5.1 Verizon shall have the responsibility to pay any personal property taxes, assessments, or charges owed on the Property that are the result of Verizon's use of the Premises and/or the installation, maintenance, and operation of Verizon's Communications Facilities. Verizon shall be responsible for the payment of all taxes, levies, assessments, and other charges imposed upon the business conducted by Verizon at the Property.
- 5.2 Verizon shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Verizon is wholly or partly responsible to pay.
- 5.3 Verizon shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of work, labor, material, or supplies provided or supplied to Verizon, its contractors, or their subcontractors for the installation, construction, operation, maintenance, or removal of the Communications Facilities or use of the Premises or Property. Upon 30-days' prior written notice from Green Bay, Verizon shall cause any such claim or lien filed by any third party making a claim against, through, by, or under Verizon, to be discharged by bonding or letter of credit to give Green Bay security to protect Green Bay's interests from the claim or lien. If Verizon elects to obtain a bond, it will be with a company authorized to provide bonds in Wisconsin.

ARTICLE 6: PERMITTED USE/INSTALLATION/APPROVALS/MODIFICATIONS

- 6.1 Permitted Use. Verizon shall continuously use the Premises solely for the purpose of constructing, maintaining, repairing, and operating its Communications Facilities (including the Existing Antenna Facilities and additional equipment approved pursuant to Article 6) and uses incidental to such use. All Communications Facilities shall be installed at Verizon's expense and shall remain the exclusive property of Verizon.
- 6.2 Initial Modification Project.
 - 6.2.1 Verizon shall not begin installation of the Initial Modification Project without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.
 - 6.2.2 Prior to commencing the Initial Modification Project, Verizon shall submit to Green Bay:
 - 6.2.2.1 *Application.* A complete and executed Antenna Site Application ("**Application**"), which shall be attached as **Exhibit D**.
 - 6.2.2.2 *Deposit.* The deposit required in the Application.
 - 6.2.2.3 *Construction Drawings ("CDs").* Detailed CDs for all improvements that will make up the Initial Modification Project for Green Bay's written approval, which Green Bay shall not unreasonably withhold, condition, or delay.

6.2.2.4 *Engineering Study/Structural Analysis.* An engineering study and structural analysis demonstrating that the proposed Initial Modification Project will not adversely affect the structural integrity of the Tower.

6.2.3 Verizon may not commence any construction work or installation on the Premises, until Green Bay has marked the CDs for the Initial Modification Project approved. The CDs, once approved, shall be attached as **Exhibit B-2**.

6.2.4 Verizon, at its expense, and within 90 days after the installation of the Initial Modification Project, shall provide to Green Bay as-built drawings of the Communications Facilities installed on the Premises (in both paper and electronic formats), which drawings shall show the actual location of all the Communications Facilities. The drawings shall be accompanied by a complete and detailed inventory of all the Communications Facilities actually placed on the Premises (including any of the Existing Antenna Facilities remaining on the Tower), all of which shall be attached as **Exhibit B-3**.

6.3 Additional Modification Projects.

6.3.1 Once the Initial Modification Project is completed, Verizon shall not seek to add any additional Communications Facilities or otherwise modify its then-existing Communications Facilities or make any other additions, alterations, or improvement to the project (each, an “**Additional Modification Project**”) without Green Bay’s prior written approval and without first entering into an amendment to this Agreement with respect to the Additional Modification Project.

6.3.2 Any Additional Modification Project that increases the loading on the Tower or that requires additional ground space shall be subject to a commercially reasonable increase in the License Fee and may not be installed until the Parties have mutually agreed on the amount of the increase, which amount shall be memorialized in the amendment associated with the Additional Modification Project.

6.3.3 Prior to commencing construction of an Additional Modification Project, Verizon shall submit to Green Bay for its review and approval all of the same information and the deposit as required under Section 6.2.2 and, if the proposed Additional Modification Project involves changes to the Land Space and/or Easements, an updated site survey that reflects those proposed changes.

6.3.4 Verizon may not commence any construction work or installation on the Property until Green Bay has marked the CDs for the Additional Modification Project approved, such approval shall not be unreasonably withheld. The CDs, once approved, shall be attached as an exhibit to the amendment associated with the Additional Modification Project.

6.3.5 Verizon, at its expense, and within 90 days after the installation of an Additional Modification Project, shall provide to Green Bay as-built drawings of the

Communications Facilities installed on the Premises (in both paper and electronic formats), which drawings shall show the actual location of all the Communications Facilities. The drawings shall be accompanied by a complete and detailed inventory of all the Communications Facilities actually placed on the Premises (including any of the Existing Antenna Facilities remaining on the Tower), all of which shall be attached as an exhibit to the amendment associated with the Additional Modification Project.

6.4 Additional Project Requirements.

- 6.4.1 Verizon's installation of the Communications Facilities shall be completed at Verizon's sole expense; in a neat and workmanlike manner in accordance with sound engineering practices, and applicable rules, regulations, and laws; and in compliance with the approved CDs. Green Bay, may, at Verizon's expense, inspect the actual location and installation of all Communications Facilities to ensure compliance with the approved CDs.
- 6.4.2 As directed by Green Bay, Green Bay's consulting engineer shall review and periodically inspect any Initial Modification Project or Additional Modification Project (collectively, "**Project**") beginning with the pre-construction conference and continuing through installation, construction, punch-list review, and verification of the as-built drawings. Before Verizon may energize its system (i.e., start-up), all punch-list items must be substantially completed as reasonably determined by Green Bay.
- 6.4.3 Verizon shall not install any Communications Facilities on the Premises without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.

6.5 Responsibility for Professional Costs.

- 6.5.1 Verizon shall reimburse Green Bay for all third-party professional costs that Green Bay reasonably incurs associated with this Agreement and any amendments thereto. Such costs shall include payments Green Bay makes to its technical consultants for their work associated with a Project as well as payments made to outside legal counsel for their work associated with a Project (collectively, "**Professional Costs**"). Green Bay shall invoice Verizon for such Professional Costs that Green Bay incurs in connection with a Project.
- 6.5.2 For reimbursement of its Professional Costs, Green Bay shall first draw from the initial deposit submitted with the Application for the relevant Project. Green Bay shall give Verizon notice when, if ever, the initial deposit is exhausted. Within 30 days of such notice, Verizon shall provide Green Bay with a second deposit in the same amount as the initial deposit. That process shall repeat as necessary.
- 6.5.3 Within 45 days of Project Completion, Green Bay will submit to Verizon a detailed final invoice for any unpaid Professional Costs, and Verizon shall pay such invoice within 45 days of its receipt. In the event that the final amount of the

Professional Costs is less than the total amount of all deposits made to Green Bay by Verizon, Green Bay shall return such excess amount to Verizon within 45 days of Project Completion. “**Project Completion**” means the point at which Green Bay has completed all post-construction inspections, Verizon has completed all remedial work to Green Bay’s satisfaction, and Green Bay has approved in writing Verizon’s post-construction as-built drawings.

6.6 Replacement/Repair.

6.6.1 With the exception of emergencies, Verizon shall submit to Green Bay advance written notice of the need for and the nature of any repair of Verizon’s Communications Facilities or the replacement of such facilities on a like-for-like basis, using the Antenna Site Service Notice form attached as **Exhibit E** (“**Service Notice**”).

6.6.2 Once Green Bay receives a complete Service Notice form, Green Bay will have five business days in which to reject or approve, in writing, the proposed replacement or repair work and to seek additional information, if needed. If Green Bay rejects Verizon’s Service Notice, Verizon may not proceed with the replacement or repair work without Green Bay’s written approval, which approval may not be unreasonably withheld, conditioned, or delayed. Verizon may resubmit a revised Service Notice as often as necessary until approved by Green Bay.

6.6.3 In the case of an Emergency, Verizon shall provide written notice to Green Bay describing the replacement or repair, as well an explanation of the reason the repair or replacement constituted an Emergency and did not require prior written notice to Green Bay, with the written notice being transmitted by Verizon to Green Bay within two business days following the emergency replacement or repair. As used in this Agreement, “**Emergency**” shall be deemed to exist only in instances in which the emergency conditions constitute an immediate threat to the health or safety of the public or immediate danger to the Tower and its operations.

6.6.4 For the sake of clarity, “**like-for-like basis**” means that the existing equipment is replaced with equipment that is no greater in size (i.e., the dimensions are the same or smaller), weight, or number and that the new equipment is attached in the same manner as the then-existing equipment.

6.7 Repair of Damage to the Property. Any damage done to the Property or the Tower during installation, maintenance, or operation of the Communications Facilities shall be immediately repaired at Verizon’s expense and to Green Bay’s reasonable satisfaction. Verizon shall pay all costs and expenses in relation to maintaining the structural integrity of

the Tower caused by Verizon's installation, repair, and operation of the Communications Facilities.

ARTICLE 7: ACCESS

- 7.1 Verizon shall have 24/7 unsupervised access to its Communications Facilities located on the ground space portion of the Leased Premises without notice. For instances involving regular maintenance of its Communications Facilities on the Tower, Verizon shall request access to the Tower by notifying Green Bay 48 hours in advance by calling **(920) 448-3480**. If Verizon needs access to the Tower in an Emergency, Verizon shall give advance notice to Green Bay as soon as reasonably possible by calling **(920) 448-3483**. Verizon shall reimburse Green Bay for all reasonable costs Green Bay incurs for sending its personnel to the Property and in supervising Verizon's Tower access when outside of Green Bay's normal business hours, which are from 7:00 a.m. to 3:00 p.m.
- 7.2 Verizon shall be subject to any and all emergency operation plans adopted by Green Bay applicable to the Tower. When accessing the Tower, Verizon's employees, contractors, and agents shall have proper identification. Verizon shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Tower, the nature of the work performed, and the date and time such work is performed. Verizon shall make such records available to Green Bay upon request.

ARTICLE 8: INDEMNIFICATION

- 8.1 Indemnification. Verizon, and its employees, agents, and contractors or their subcontractors ("**Indemnifying Parties**") shall defend, indemnify, and hold harmless Green Bay and its officers, officials, agents, and employees ("**Indemnified Parties**") against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Green Bay under any Worker's Compensation Laws or under any plan for employee disability and death benefits), and expenses (including reasonable attorney's fees of Green Bay and all other costs and expenses of litigation) (each a "**Covered Claim**") to the extent that such Covered Claims may be asserted against an Indemnified Party by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with the construction, maintenance, repair, presence, removal, or operation of the Communications Facilities by Verizon or another Indemnifying Party, except to the extent Green Bay's negligence or willful misconduct gives rise to such Covered Claim.
- 8.2 Procedure for Indemnification.
- 8.2.1 Green Bay shall give prompt written notice to Verizon of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Green Bay, Green Bay shall give the notice to Verizon no later than 15 days after Green Bay receives written notice of the action, suit, or proceeding.

- 8.2.2 Green Bay's failure to give the required notice will not relieve Verizon from its obligation to indemnify Green Bay unless, and only to the extent, that Verizon is materially prejudiced by such failure.
 - 8.2.3 Verizon will have the right at any time, by notice to Green Bay, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Green Bay. Green Bay agrees to cooperate fully with Verizon. If Verizon assumes control of the defense of any third-party claim, Green Bay shall have the right to participate in the defense at its own expense. If Verizon does not assume control or otherwise participate in the defense of any third-party claim, Verizon shall be bound by the results obtained by Green Bay with respect to the claim.
 - 8.2.4 If Verizon assumes the defense of a third-party claim as described above, then in no event will Green Bay admit any liability with respect to, or settle, compromise, or discharge, any third-party claim without Verizon's prior written consent.
 - 8.2.5 Verizon shall take prompt action to defend and indemnify the Indemnified Parties against Covered Claims, actual or threatened, but in no event later than notice by Green Bay to Verizon of the service of a notice, summons, complaint, petition, or other service of a process against an Indemnified Party relating to a Covered Claim attributed in any way to the Agreement; the work to be performed under this Agreement; or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Verizon or other Indemnifying Party. Verizon shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.
- 8.3 Verizon understands and agrees it is responsible for any and all costs and expenses incurred by Green Bay to enforce this indemnification provision.

ARTICLE 9: INSURANCE

- 9.1 Policies Required. At all times during the Term of this Agreement, Verizon shall keep in force and effect all insurance policies as described below. It is the intent of both Parties that the liability insurance in place in accordance with the provisions of this Article 9 shall be primary insurance and shall protect both Verizon and Green Bay from losses caused, in whole or in part, from the performance of this Agreement.
- 9.1.1 Special Form property insurance for its property's replacement cost; Verizon may self-insure this risk under the same terms as required by this Agreement;
 - 9.1.2 Workers' Compensation Insurance as required by law;
 - 9.1.3 Commercial General Liability ("CGL") insurance based on ISO form CG 00 01 or a substitute form providing substantially equivalent coverage with respect to its activities on the Property, such insurance to afford protection of Three Million

Dollars (**\$3,000,000**) per occurrence and Six Million Dollars (**\$6,000,000**) in the aggregate, providing coverage for bodily injury and property damage; and

- 9.1.4 Commercial automobile policy covering all owned, hired, and non-owned vehicles. Limits of liability shall be Five Million Dollars (**\$5,000,000**) combined single limit each accident for bodily injury and property damage.
- 9.2 Qualification/Priority/Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A-" or better rating in Best's Guide. All contractors and all of their subcontractors who perform work on behalf of Verizon shall carry, in full force and effect, substantially the same insurance with substantially the same limits as required of Verizon. Prior to any such contractor or its subcontractors performing any work for Verizon under this Agreement, Verizon shall furnish Green Bay with a certificate of insurance for each such contractor or subcontractor.
- 9.3 Certificate of Insurance/Other Requirements.
 - 9.3.1 Upon the execution of this Agreement, annually thereafter, and within 10 days of the expiration or renewal of any liability policies required by this Agreement, Verizon will furnish Green Bay with certificates of insurance and policy endorsements evidencing the required coverage. The certificates shall reference this Agreement and the worker's waivers of subrogation required by this Agreement. The certificates of insurance and endorsements shall be attached as **Exhibit F**, which shall be updated annually.
 - 9.3.2 Green Bay and its officers, officials, agents, and employees shall each be included as an "**Additional Insured**" as their interests may appear under this Agreement under the CGL and automobile liability policies, which shall be so stated on the certificate of insurance.
 - 9.3.3 All policies, other than workers' compensation, shall be written on an occurrence, and not on a claims-made, basis.
- 9.4 Prohibited Exclusions. No policies of insurance required to be obtained by Verizon or its contractors or subcontractors shall contain provisions that exclude:
 - 9.4.1 Coverage of liability arising from excavating, collapse, or underground work, or
 - 9.4.2 Coverage for injuries to Green Bay's employees or agents.
- 9.5 Reports. Verizon shall promptly furnish Green Bay with copies of any accident or incident report(s) sent to Verizon's insurance carriers covering accidents/incidents occurring in connection with and/or as a result of the performance of the work under this Agreement.

ARTICLE 10: LIMITATION OF LIABILITY

- 10.1 Green Bay reserves to itself the right to maintain and operate the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Verizon agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Green Bay shall exercise reasonable precaution to avoid damaging Verizon's Communications Facilities and shall report to Verizon the occurrence of any such damage caused by Green Bay. Subject to Section 10.2, Green Bay agrees to reimburse Verizon for all reasonable costs Verizon incurs for the physical repair of its Communications Facilities to the extent damaged by Green Bay's negligence or willful misconduct.
- 10.2 No provision of this Agreement is intended, nor shall be construed, to be a waiver for any purpose of any provision of Wis. Stat. §§ 893.80 or 345.05 or any other notice requirements, governmental immunities, or damages limitations that may apply to Green Bay, its employees, officials, or agents.

ARTICLE 11: INTERFERENCE

- 11.1 Verizon agrees to install only equipment of the type and frequency that will not cause harmful Interference measurable in accordance with then-existing industry standards to any equipment of Green Bay (whenever installed) or preexisting radio frequency users on the Property, as long as those preexisting radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- 11.2 Verizon's installation, operation, maintenance, and use of its Communications Facilities shall not damage or adversely interfere in any way with Green Bay's communications equipment or its water utility operations, including the Tower and its related repair and maintenance activities. Green Bay, at all times during this Agreement and subject to the terms of this Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Tower as may be necessary in order to carry out any such activities.
- 11.3 In the event any equipment installed by Verizon causes Interference to Green Bay's then-existing (i.e., at the time of the interference) equipment on the Property, and after Green Bay has notified Verizon in writing of such Interference, Verizon will immediately take all commercially reasonable steps necessary to correct and eliminate the Interference, including, but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.
- 11.4 Green Bay agrees that other licensees or lessees on the Tower who currently or in the future have use of the Tower will be permitted to install only such equipment that is of the type and frequency that will not cause harmful Interference, which is measurable in accordance with then existing industry standards, to Verizon's then-existing equipment on the Tower.
- 11.5 Notwithstanding the above, Green Bay agrees that each of its agreements with other future Tower users shall contain a provision substantially the same as Section 11.1 and that Green

Bay shall enforce such provisions in a nondiscriminatory manner with respect to all of its licensees or lessees. Green Bay further agrees that Green Bay and its employees, contractors, and agents shall use reasonable efforts, consistent with Section 11.2, not to cause Interference with the operation of Verizon's Communications Facilities.

- 11.6 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article 11 and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief, and specific performance.
- 11.7 In addition to all other remedies available to Verizon, in the event the equipment or activities of existing lessees/licensees or Green Bay are causing Interference to Verizon's Communications Facilities and such Interference is not eliminated within seven days after written notice to Green Bay from Verizon, then Verizon shall have the right to terminate this Agreement.
- 11.8 For the purposes of this Agreement, "**Interference**" may include, but is not limited to, any use of the Property that causes electronic interference with or physical obstruction of, or degradation of, the communications signals from the facilities of any permitted users of the Property.

ARTICLE 12: TOWER/PROPERTY MAINTENANCE

- 12.1 Communications Facilities Remain in Place. The following process shall be followed when the Tower is to be painted and/or reconditioned and Green Bay, in its sole discretion, determines that it is reasonable to keep all or any portion of the Communications Facilities in place while such work is performed.
 - 12.1.1 Green Bay shall notify Verizon prior to the end of any calendar year during which Green Bay has planned and budgeted for Tower painting and/or reconditioning in the subsequent year and shall further promptly notify Verizon when a preliminary schedule for the work has been established.
 - 12.1.2 Green Bay shall use the following method to determine the impact of the Communications Facilities on the cost of painting the Tower:
 - 12.1.2.1 The painting contractor will bid on the cost of painting the Tower both with and without the Communications Facilities. The contractor will then proceed to paint the Tower with the Communications Facilities left in place.
 - 12.1.2.2 Verizon shall be responsible for the difference between the two bids and shall pay any such invoice therefor within 30 days of its receipt.
- 12.2 Temporary Relocation of Communications Facilities. When, in Green Bay's sole discretion, maintenance, repair, repainting, restoration, or other such activity with respect to the Tower (collectively, "**Work**") requires the Communications Facilities to be temporarily relocated, Green Bay shall give Verizon at least six months' prior written

notice of the date such Work has been scheduled. Within that six-month period, Verizon shall relocate its equipment on a temporary basis to another location on the Property. If Verizon requires the use of a cell tower on wheels or a temporary tower (collectively, “**Temporary Tower**”), Green Bay shall permit Verizon, at Verizon’s sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Green Bay and Verizon. Verizon shall cooperate with Green Bay regarding the placement of the Temporary Tower on the Property. If Green Bay is unable to accommodate a Temporary Tower on the Property and Verizon is unable to continue operating its Communications Facilities while Green Bay is carrying out the Work, the License Fee shall be abated during the period beginning 30 days prior to the commencement of any Work requiring relocation of Verizon’s equipment and ending 30 days following completion of any such Work (the “**Abatement Period**”). Green Bay shall inform Verizon of the start and stop dates of the Abatement Period.

- 12.3 Temporary Emergency Relocation. In case of an emergency that requires Green Bay to remove Verizon’s Communications Facilities, Green Bay may do so after giving advance telephone notice to Verizon as soon as practical by calling **(800) 852-2671**. In the event the use of Verizon’s Communications Facilities is interrupted, Verizon shall have the right to maintain a Temporary Tower on the Property in a location approved by Green Bay. If the Property will not accommodate a Temporary Tower, it is Verizon’s responsibility to locate alternative sites.
- 12.4 Premises Maintenance. Verizon will keep and maintain the Premises, including the Land Space, in good condition, reasonable wear and tear, and damage from the elements excepted. No materials may be used in the installation of the Communications Facilities or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All Communications Facilities on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines must be tagged at the conduit opening where they enter Verizon’s equipment shelter.
- 12.5 FAA Compliance. Verizon shall be solely responsible for taking all steps necessary to ensure that its Communications Facilities on the Tower remain in compliance with any and all applicable FAA regulations. Notwithstanding anything to the contrary in this Agreement, if Verizon’s Communications Equipment causes the Tower to fall out of compliance with FAA regulations, Verizon shall be solely responsible for any and all costs associated with bringing the Tower into compliance, including, among other things, installing and maintaining any lighting equipment that may be required.
- 12.6 Advertisements. Verizon shall not advertise on the Property or on any structure on the Property, except for company identification as required by Federal Communications Commission (“**FCC**”) regulation.

ARTICLE 13: REMOVAL OF IMPROVEMENTS/BOND

- 13.1 Upon termination or expiration of this Agreement, Verizon shall have 90 days to remove the Communications Facilities from the Property, except underground utilities, which

Verizon shall disconnect, and foundations, which shall be removed to a depth of four feet below grade, and shall restore the Tower and the Property to the condition they were in on the Effective Date, ordinary wear and tear and loss by casualty or other causes beyond Verizon's control excepted, all at Verizon's sole cost and expense. Before removing any part of its Communications Facilities from the Tower upon termination or expiration of this Agreement, Verizon agrees on behalf of itself and its successors and assigns to provide Green Bay with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Green Bay.

- 13.2 On or before the Effective Date, Verizon shall provide to Green Bay a bond with an entity and in a form satisfactory to the City Attorney for Green Bay. The initial amount of the bond shall be **\$35,000.00**, the bond shall be renewed annually at an amount that is three percent (3%) greater than the amount in the preceding year, and the bond shall be kept in full force so long as the Communications Facilities are on the Premises. The purpose of the bond is to ensure the removal of the Communications Facilities (and any other equipment or improvements of Verizon) and the restoration of the Property at the termination or expiration of this Agreement.
- 13.3 In the event that Verizon fails to comply with the removal and restoration requirements of this Agreement, Green Bay shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Verizon agrees to reimburse Green Bay for Green Bay's actual costs of such removal and restoration within 60 days of receiving an invoice therefor. If Verizon fails to reimburse Green Bay within such 60-day period, then Green Bay may go against the bond referenced in Section 13.2.
- 13.4 In the event Green Bay does not exercise its right of removal under Section 13.3 and Verizon fails to completely remove its Communications Facilities from the Premises or fails to restore the Tower and Property as required, Verizon shall continue to pay a License Fee equal to 150% of the License Fee in effect during the last month of the Term, prorated for each and every day of every month during which any part of Verizon's Communications Facilities remains on the Property. Whether or not any or all of the Communications Facilities are in use or functioning shall not be considered a factor when determining Verizon's payment obligations under this Article 13.

ARTICLE 14: ASSIGNMENT/NO SUBLICENSING

- 14.1 Licensee may not sublicense any part of the Premises.
- 14.2 Without Green Bay's approval or consent, this Agreement may be sold, assigned or transferred to (i) any entity in which Verizon directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Verizon; or (iii) any entity directly or indirectly under common control with Verizon. Verizon may assign this Agreement to any entity which acquires all or substantially all of Verizon's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization without approval or consent of Green Bay. As to other parties, this Agreement may not be sold, assigned, or transferred without Green Bay's written consent, which consent will

not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest, or control of Verizon or transfer upon partnership or corporate dissolution of Verizon shall constitute an assignment hereunder.

- 14.3 No assignment or transfer under this Agreement shall be effective until the assignee or transferee agrees in writing to assume all the obligations of Verizon arising under this Agreement. Verizon shall furnish Green Bay with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee.
- 14.4 Nothing contained in this Agreement shall be deemed expressly or by implication to give Verizon any right or power to mortgage Green Bay's fee or any other interest of Green Bay's in or to the Premises or the Property.
- 14.5 Green Bay shall provide notice to Verizon within 30 days of any sale, assignment or transfer of its interests in this Agreement to another party.

ARTICLE 15: NOTICES

- 15.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

If to Licensor: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

With a copy to: Green Bay Water Utility
Attn: General Manager
P.O. Box 1210
Green Bay, WI 54305-1210

If to Licensee: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

and

ilwipropertymanagement@verizon.com.

- 15.2 Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.
- 15.3 Telephone numbers and email addresses for the Parties are as follows:
- Green Bay: (920) 448-3480; gbwucs1@greenbaywi.gov
- Verizon: (800) 852-2671; ilwipropertymanagement@verizon.com
- 15.4 Except where otherwise provided, a telephone call or email will not constitute notice. In case of emergency, each Party will attempt to contact the other Party in the most expeditious manner possible.

ARTICLE 16: ENVIRONMENTAL

- 16.1 Verizon shall use its best efforts to ensure that its use of the Property will not generate any Hazardous Substances. Verizon agrees that it will not store or dispose of on the Property or transport to or over the Property any Hazardous Substances and that its Communications Facilities do not constitute or contain and will not generate any Hazardous Substance in violation of state or federal law now or hereafter in effect, including any amendments. Verizon will otherwise not be responsible for addressing any environmental condition on the Property that was not caused in whole or in part by Verizon.
- 16.2 “**Hazardous Substances**” shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect, including any amendments.

ARTICLE 17: CASUALTY/DECOMMISSIONING

- 17.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Verizon, its employees, contractors, or agents, so as to render it substantially unusable for Verizon’s intended use, the License Fee shall abate until Green Bay, at Green Bay’s expense and option, restores the Tower to its condition prior to such damage. If Green Bay elects not to restore the Tower, it shall give Verizon written notice of such election and of the immediate termination of the Agreement.
- 17.2 In the event Verizon is unable to install a Temporary Tower or its functional equivalent in a mutually agreed upon location for Verizon’s use during the Tower repairs or Green Bay does not begin Tower repairs within 14 business days following the date the Tower was damaged, Verizon shall have the right to terminate this Agreement by giving Green Bay written notice thereof, as long as Verizon has not resumed operations upon the Property.

- 17.3 Green Bay, in its absolute discretion, may decommission and dismantle the Tower at any time. Licensor shall give Licensee no less than 180 days' prior written notice of the date by which its Communications Facilities must be removed from the Property in accordance with Article 13. This Agreement will terminate at the end of the 180-day notice period or whatever longer time to which the Parties may agree.

ARTICLE 18: DEFAULT/REMEDIES

- 18.1 The following will be deemed a default by Verizon and a breach of this Agreement:
- 18.1.1 The License Fee or other sum owed to Green Bay remains unpaid for more than 20 days after receipt of written notice from Green Bay of such failure to pay or
- 18.1.2 Verizon's failure to perform any other term or condition or failure to correct Verizon's breach of any warranty or covenant under this Agreement within 30 days after receipt of written notice from Green Bay specifying the failure.
- 18.2 No such failure by Verizon under Section 18.1.2, however, will be deemed to exist if Verizon has commenced to cure such default within such 30-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Verizon's reasonable control. If Verizon remains in default beyond any applicable cure period, Green Bay will have any and all rights available to it under law and equity.
- 18.3 In the event of any default by Verizon, Green Bay, in addition to all other rights and remedies available to Green Bay at law or equity, shall have the right to serve a written notice upon Verizon that Green Bay elects to terminate this Agreement upon a specified date not less than 10 days but no more than 30 days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term granted. In the event this Agreement is so terminated, Verizon shall immediately pay to Green Bay a sum of money equal to the total of any unpaid consideration accrued through the date of termination.
- 18.4 The following will be deemed a default by Green Bay and a breach of this Agreement: Green Bay's failure to perform any material term or condition or failure to correct Green Bay's breach of any warranty or covenant under this Agreement within 30 days after receipt of written notice from Verizon specifying the failure.
- 18.5 No failure of Green Bay under Section 18.4, however, will be deemed to exist if Green Bay has commenced to cure the default within such 30-day period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Green Bay's reasonable control. If Green Bay remains in default beyond any applicable cure period, Verizon will have any and all rights available to it under law and equity.
- 18.6 Verizon's sole remedy for Green Bay's failure to provide access timely is the right to seek specific performance.

ARTICLE 19: AUTHORITY

- 19.1 Each Party warrants to the other that the person or persons executing this Agreement on the Party's behalf have the full right, power, and authority to enter into and execute this Agreement on such Party's behalf.
- 19.2 The Parties agree that this Agreement is not binding on either Party until fully executed and delivered.
- 19.3 The Parties agree that Green Bay has proprietary ownership rights and control over the Property and the Tower. The Parties agree that FCC 18-133, Section 6409 of the Middle Class Tax Relief and Job Creation Act (47 U.S.C. § 1455) and other state or federal orders, rulings, and laws governing Green Bay's regulatory functions do not limit Green Bay's authority as to this Agreement.

ARTICLE 20: ADDITIONAL PROVISIONS

- 20.1 Compliance with Laws.
 - 20.1.1 During the Term, Green Bay and Verizon shall conduct their activities at the Property and the Tower so as to comply with all applicable federal, state, or local laws, rules, regulations, ordinances, directives, covenants, easements, permits, zoning and land use regulations, restrictions of record, and building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereinafter come into effect (including, without limitation, the Americans with Disabilities act and laws relating to Hazardous Substances).
 - 20.1.2 Verizon shall provide to Green Bay a copy of any written notice received by Verizon from any governing authority regarding non-compliance with any federal, state, or local order, rule, regulation, or law based on its operation of its Communications Facilities on the Property within 30 days of Verizon's receipt of such notice of non-compliance. Any fines or penalties imposed for improper or illegal operation of Verizon's Communications Facilities on the Property shall be Verizon's sole responsibility.
- 20.2 Recording and Further Assurances. Green Bay and Verizon agree to execute a Memorandum of this Agreement in the form attached as **Exhibit G**, which Verizon shall record with the appropriate recording officer, within 30 days of the Effective Date. Green Bay and Verizon agree as part of the basis of their bargain for this Agreement to cooperate fully in executing any and all documents (including amendments to this Agreement) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 20.3 Subordination and Non-Disturbance. Green Bay agrees that if the Property is or becomes encumbered by a deed to secure a debt, mortgage, or other security interest, Green Bay will provide promptly to Verizon a mutually agreeable subordination, non-disturbance and attornment agreement.

- 20.4 Survival. The provisions of the Agreement relating to indemnification and insurance shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 20.5 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 20.6 Entire Agreement. This Agreement, including its recitals and exhibits, contains all agreements, promises, and understandings between Green Bay and Verizon with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises, or understandings shall be binding upon either Green Bay or Verizon in any dispute, controversy, or proceeding at law.
- 20.7 Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 20.8 Severability. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- 20.9 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 20.10 Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors, and permitted assigns of the Parties.

The Parties have formed this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

LICENSOR:
City of Green Bay, acting through
Its Water Utility Commission

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

Name: *Jacque Vallier*
Jacque Vallier (May 9, 2024 20:49 CDT)

Print Name: Jacque Vallier

Title: AVP Network Engineering

Date: 05/09/2024

EXHIBIT A

LEGAL DESCRIPTIONS

PROPERTY

The Northerly 340.0 feet of the Easterly 400.0 feet of the Northeast 1/4 of the Northwest 1/4, Section 11, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin; EXCEPTING THEREFROM that party previously dedicated for street purposes.

LAND SPACE

Being a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 924 square feet (0.021 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet to the point of beginning; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 33.00 feet; thence N89°-04'-40"W 28.00 feet; thence N00°-55'-20"E 33.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

12' WIDE ACCESS EASEMENT

Being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 4,180 square feet (0.096 acres) of land and being 6.00 feet each side of and parallel with the following described line:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 33.00 feet; thence N89°-04'-40"W 28.00 feet; thence S54°-17'-19"W 10.06 feet to the point of beginning; thence S89°-04'-40"E 30.07 feet; thence S00°-55'-20"W 30.51 feet; thence S89°-04'-40"E 83.50 feet; thence N00°-55'-20"E 56.01 feet; thence S89°-04'-40"E 148.23 feet to a point on the west line of S. Huron Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said west line of S. Huron Road.

8' WIDE UTILITY EASEMENT "A"

Being a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 670 square feet (0.015 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 5.93 feet to the point of beginning; thence N00°-55'-20"E 5.21 feet; thence N83°-33'-20"E 28.58 feet; thence N89°-37'-50"E 47.77 feet; thence S33°-29'-29"E 15.64 feet; thence S56°-30'-31"W 8.00 feet;

thence N33°-29'-29"W 11.30 feet; thence S89°-37'-50"W 43.01 feet; thence S83°-33'-20"W 6.94 feet; thence N89°-04'-40"W 22.07 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

8' WIDE UTILITY EASEMENT "B"

Being a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 167 square feet (0.004 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 7.19 feet to the point of beginning; thence S89°-04'-40"E 21.40 feet; thence S07°-54'-07"W 8.06 feet; thence N89°-04'-40"W 20.43 feet; thence N00°-55'-20"E 8.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

8' WIDE UTILITY EASEMENT "C"

Being a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 514 square feet (0.012 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 15.19 feet to the point of beginning; thence S89°-04'-40"E 4.00 feet; thence S00°-55'-20"W 17.70 feet; thence S02°-09'-39"E 55.47 feet; thence N89°-04'-40"W 8.01 feet; thence N02°-09'-39"W 55.36 feet; thence S89°-04'-40"E 4.01 feet; thence N00°-55'-20"E 17.81 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

EXHIBIT B-1

**AS-BUILT DRAWINGS FOR
EXISTING ANTENNA FACILITIES**

Note: The information required under Section 1.1.1 of this Agreement can be derived from the CDs attached as Exhibit B-2. Green Bay hereby waives the requirement in Section 1.1.1 for separate as-built drawings for the Existing Antenna Facilities.

EXHIBIT B-2

**APPROVED CONSTRUCTION DRAWINGS
FOR INITIAL MODIFICATION PROJECT**

[To be attached in accordance with Section 6.2.3 of this Agreement]

APPROVALS

REAL ESTATE:

RF:

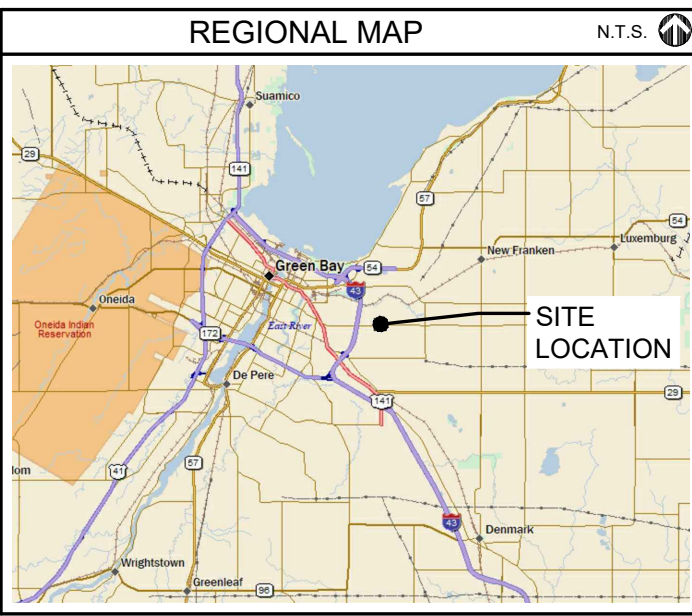
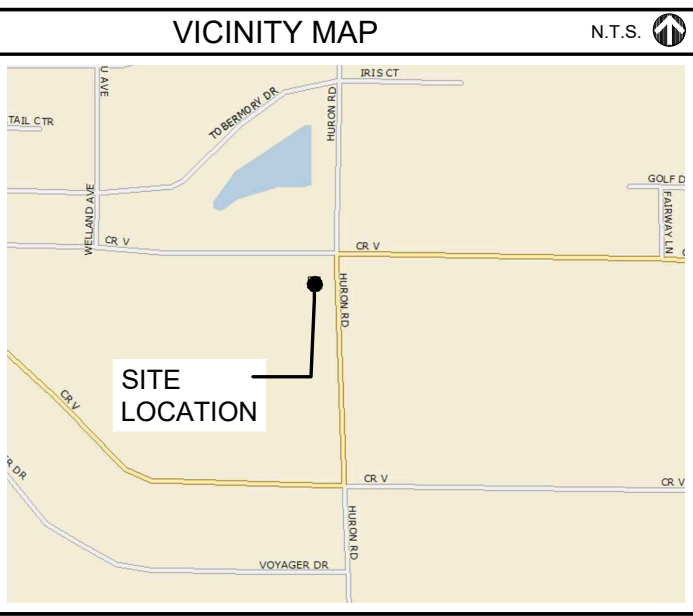
CONSTRUCTION:

EQUIPMENT ENGINEERING:

OPERATIONS:

PROJECT TYPE

PROPOSED ANTENNA MODIFICATION ON AN EXISTING WIRELESS SITE



CONSULTANT TEAM

PROJECT CONSULTANT:

STRUCTURAL CONSULTANT:
(TOWER ANALYSIS)

STRUCTURAL CONSULTANT:
(MOUNT ANALYSIS)

MOUNT ANALYSIS STATUS:

MOUNT ANALYSIS RESULTS:

MOUNT ANALYSIS DATE:

STRUCTURAL ANALYSIS DATE:

TERRA CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
(847) 698-6400

KRECH OJARD & ASSOCIATES, PA
101 PUTNAM STREET
EAU CLAIRE, WI 54703
(715) 552-7374
(715) 552-7336 (FAX)

KRECH OJARD & ASSOCIATES, PA
101 PUTNAM STREET
EAU CLAIRE, WI 54703
(715) 552-7374
(715) 552-7336 (FAX)

COMPLETE

PASS

01/11/2023

01/11/2023

GENERAL CONTRACTOR TO FOLLOW
ALL APPLICABLE BUILDING CODES
OBSERVED BY LOCAL JURISDICTION

verizon

1701 GOLF ROAD, TOWER 2, SUITE 400
ROLLING MEADOWS, ILLINOIS 60008
PHONE: (847) 619-5397 FAX: (847) 706-7415

LOCATION NUMBER: 113434

SITE NAME: HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DIGGERS HOTLINE

"Call 3 Work Days Before You Dig!"

TOLL FREE 1-800-242-6511
MUN. AREA (414) 259-1181
TDD 1-800-542-2289

OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED

WISCONSIN
JOHN J. ZIMMERMANN
F29648
PARK RIDGE, IL
PROFESSIONAL ENGINEER

1/16/2023

PROJECT INFORMATION

OCCUPANCY:

SITE ADDRESS:

LATITUDE:

LONGITUDE:

STRUCTURE OWNER:

APPLICANT:

REAL ESTATE MANAGER:

UNINHABITED

720 HURON RD.
GREEN BAY, WI 54311

44° 29' 14.01" N
87° 55' 7.63" W

(APPROXIMATE)
(APPROXIMATE)

MUNICIPALITY

VERIZON WIRELESS
1701 GOLF ROAD,
TOWER 2 SUITE 400
ROLLING MEADOWS, IL 60008

KIM KUESTER (630) 903-5403

SHEET	DRAWING INDEX	REVISION
T-1	TITLE SHEET	2.,3.
C-1	SITE LAYOUT	2.,3.
A-1	SHELTER LAYOUT	-
ANT-1	SITE ELEVATION	3.
ANT-2	ANTENNA LAYOUT	-
ANT-2A	PROPOSED ANTENNA LAYOUT	3.
ANT-3	ANTENNA INFORMATION	-
ANT-3A	COMBINER CABLE DATA & CABLE DIAGRAM	2.
ANT-4	DETAILS	-
ANT-5	SEH COATING SPECIFICATIONS	3.
ANT-6	DETAILS	3.
EX-1	PHOTO EXHIBIT	-
22" x 34" IS FULL SCALE 11" x 17" IS HALF SCALE		
ATTACHMENTS		
RFE FCC COMPLIANCE ASSESSMENT		

verizon

1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA

CONSULTING GROUP
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS

NO.	DESCRIPTION	DATE	BY
1.	ISSUED FOR REVIEW	09/02/2022	TH
2.	ISSUED FOR PERMITTING	09/22/2022	RA
3.	ISSUED FOR FINAL	09/29/2022	RA
	REVISED PER THIRD PARTY COMMENTS	01/16/2023	RA

LOC. # 113434

HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:

CHECKED BY:

DATE:

PROJECT #:

TH

AU

05/05/2022

124-1748

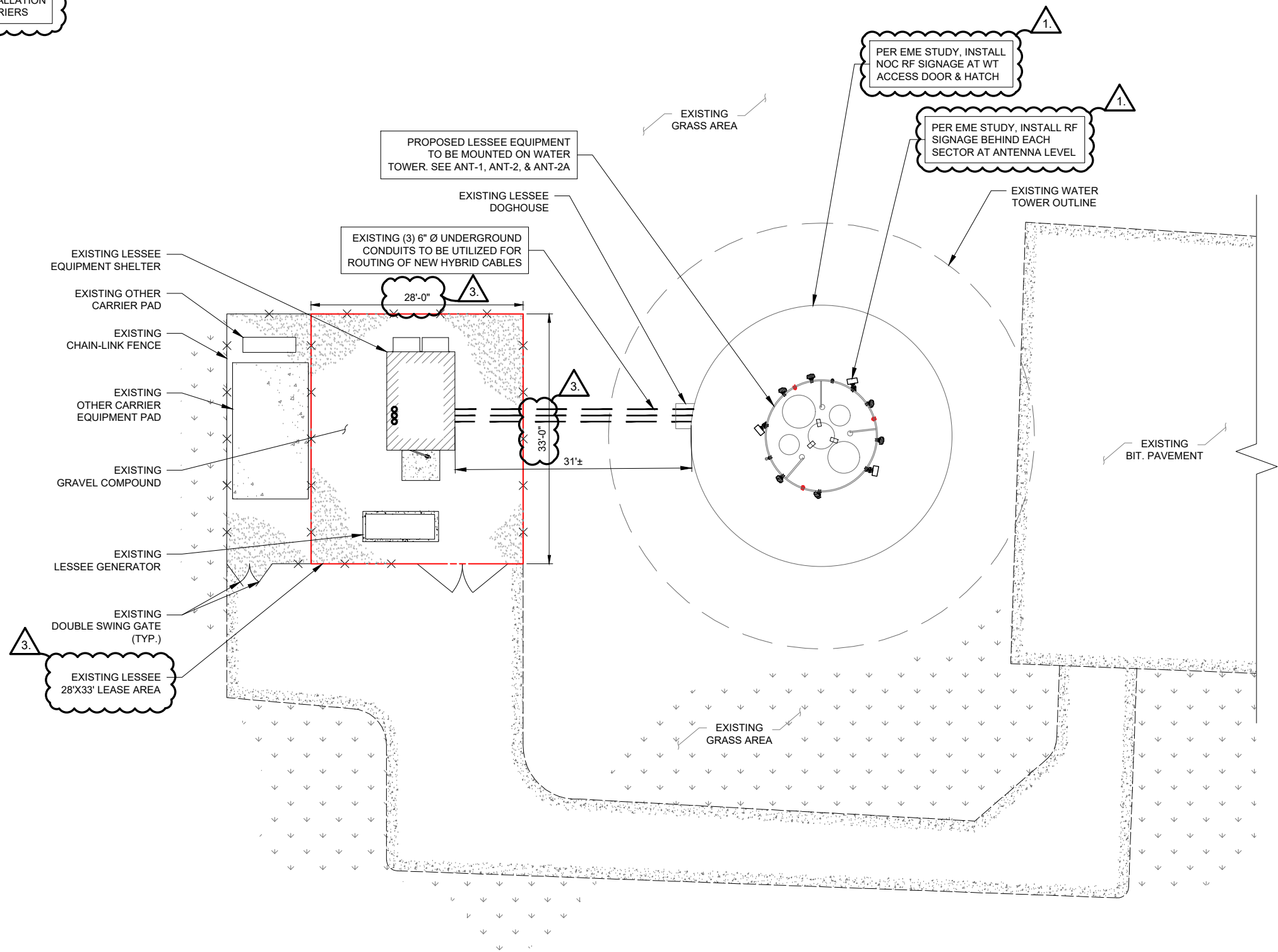
SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1

1.
G.C. TO COORDINATE W/ LESSEE COMPLIANCE, CONSTRUCTION & RF MANAGER FOR PROPER INSTALLATION OF RF SIGNAGE & CHAIN BARRIERS



THIS SITE PLAN WAS CREATED OFF OF FIELD MEASUREMENTS BY THE DESIGNER, AS BOUNDARY SURVEY WAS NOT SUPPLIED FOR PURPOSES OF SITE LAYOUT.

1 SITE LAYOUT

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
CONSULTING GROUP
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

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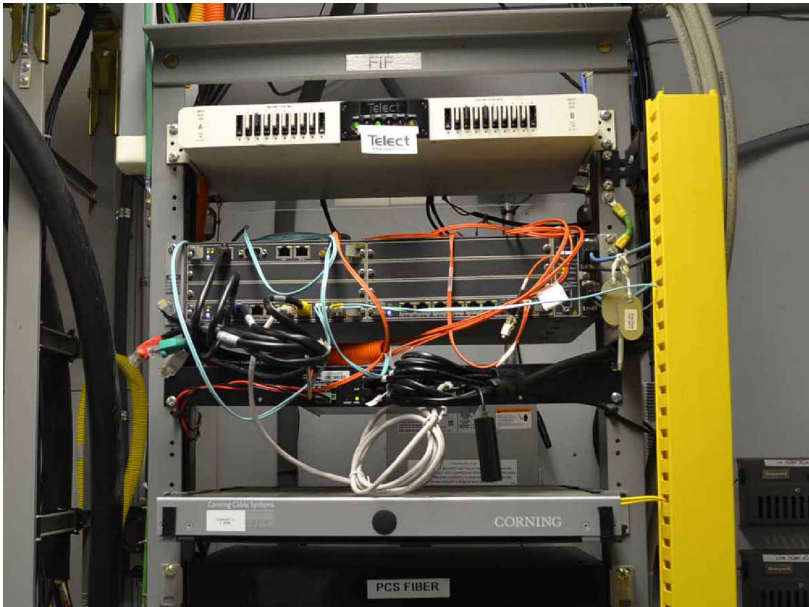
SHEET TITLE
SITE LAYOUT

SHEET NUMBER

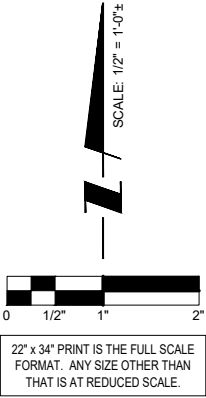
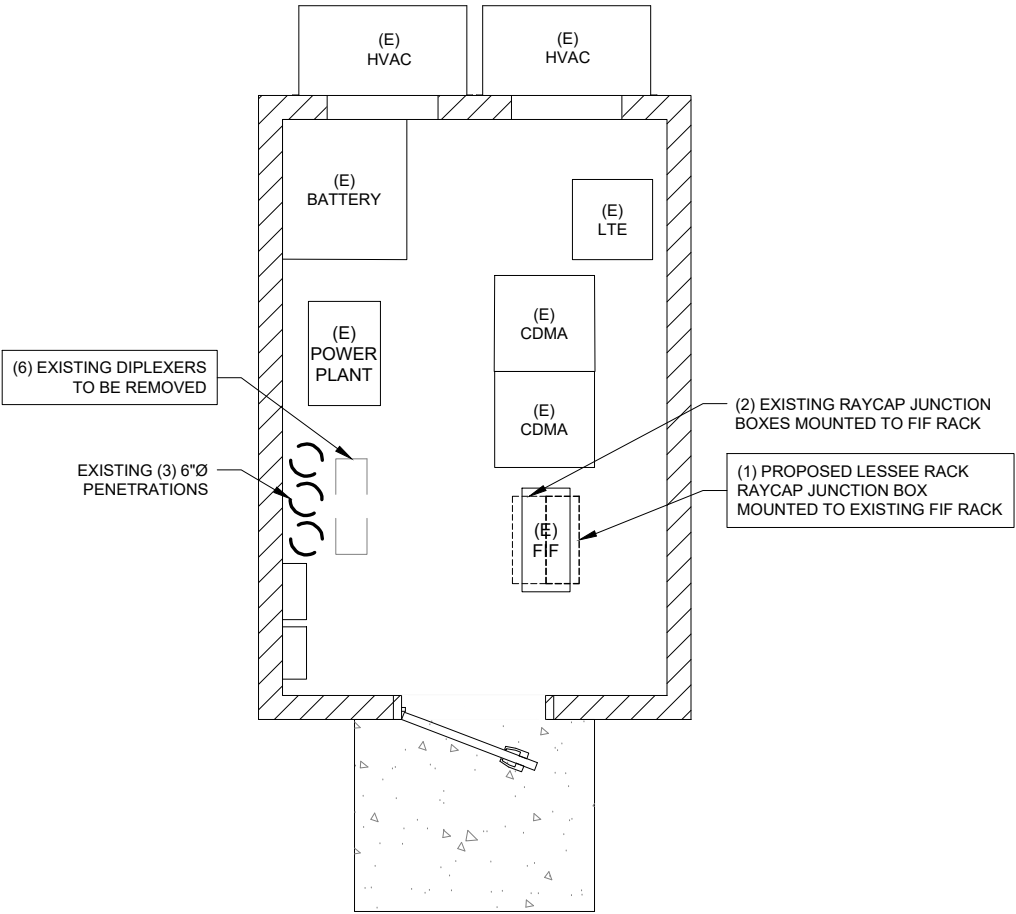
C-1



A EXISTING RAYCAP JUNCTION BOX IN SHELTER
SCALE: N.T.S.



B LOCATION OF PROPOSED RAYCAP JUNCTION BOX IN SHELTER
SCALE: N.T.S.



NOTES:
RAYCAP JUNCTION BOX WILL HAVE 24" OF VERTICAL CLEARANCE TO ALLOW FOR THE COVER TO SLIDE OFF.

MAXIMUM CABLE LENGTH OF 30' BETWEEN LTE CABINET AND RAYCAP JUNCTION BOX.

G.C. TO GROUND ALL NEW COMPONENTS TO EXISTING GROUND SYSTEM.

ALL LESSEE PORTS TO BE WEATHERPROOFED AND SEALED W/ APPROPRIATE BOOTS.

1 SHELTER LAYOUT

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
COMMUNICATIONS GROUP
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

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720 HURON RD.
GREEN BAY, WI 54311

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CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
SHELTER LAYOUT

SHEET NUMBER

A-1

NOTES:
THIS DRAWING IS FOR EXHIBIT AND
LAYOUT PURPOSES ONLY.

PLEASE REFER TO TOWER AND
MOUNT ANALYSIS PROVIDED BY
KRECH OJARD & ASSOCIATES, PA.

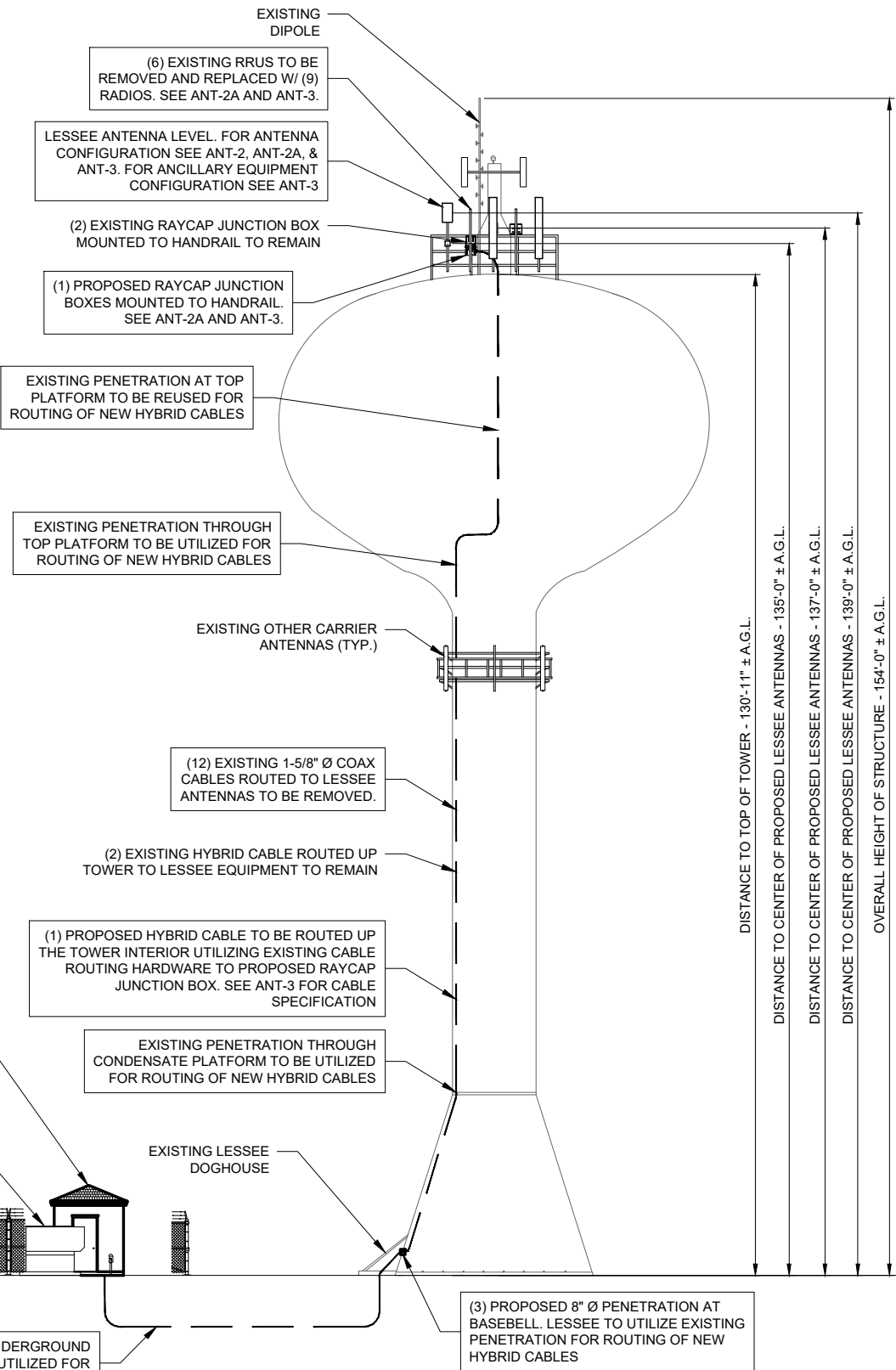
NOTE:
PER NETWORK STANDARD, AIR 6449
ANTENNA TO BE INSTALLED WITH 3M FILM
PER MANUFACTURER'S RECOMMENDATIONS
TO MATCH ADJACENT MATERIAL

NOTE:
G.C. TO PAINT NEW CABLES
AND/OR HARDWARE TO MATCH
ADJACENT TOWER STEEL

3.

EXISTING LESSEE
EQUIPMENT SHELTER
EXISTING LESSEE
GENERATOR
EXISTING OTHER CARRIER
EQUIPMENT PLATFORM
EXISTING CHAIN-LINK FENCE
(PARTIALLY SHOWN FOR CLARITY)
EXISTING GRADE

EXISTING (3) 6" Ø UNDERGROUND
CONDUITS TO BE UTILIZED FOR
ROUTING OF NEW HYBRID CABLES



1 EAST ELEVATION
SCALE: 3/32" = 1'-0" ±

FULL SCALE PRINT IS ON 22"x34" MEDIA
HALF SCALE PRINT IS ON 11"x17" MEDIA

3.

NOTES:

- "ALL ATTACHMENTS TO PAINTED SURFACES ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED IN SITUATIONS WHERE TIGHTENING A CLAMP MAY CAUSE THE NEOPRENE TO TEAR CAUSING METAL TO METAL CONTACT. WHERE POSSIBLE EXPOSED NEOPRENE SHOULD BE WRAPPED WITH WHITE TAPE. FASTENING SEQUENCE SHOULD INCLUDE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER."
- "PROPOSED ANTENNAS AND ANY REPLACEMENT MOUNTING PIPES INSTALLED ON THE EXTERIOR OF THE WATER TOWER SHALL BE SHOP PAINTED TO MATCH THE COLOR OF THE WATER TOWER (VERIFY COLOR)."
- "ANY REPLACEMENT MOUNTING PIPES ARE TO HAVE WELDED END CAPS. EXISTING MOUNTING PIPES, IF NOT CAPPED, ARE TO BE CAPPED AT BOTH ENDS WITH WHITE RUBBER CAPS."
- "CONTRACTOR TO TOUCH UP PAINTING ON EXISTING ANTENNAS. SPOT REPAIRS MADE WITH BRUSH AND W/O FEATHERING SHOULD BE COMPLETELY ROLLED FOR UNIFORMITY."
- "CONTRACTOR TO TOUCH UP EXISTING ANTENNA AND MOUNTING PIPES. DEPENDING UPON THEIR CONDITION (DAMAGED/FAILED), THE CITY MAY REQUEST REPLACEMENT."
- "ALL EXPOSED JUMPERS AND CABLES ARE TO BE PROVIDED WITH MANUFACTURED WHITE JACKETING OR TAPED WHITE."
- "ALL MOUNTING HARDWARE IS TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL."
- "ANTENNA FEED LINES, JUMPERS, COAX AND HYBRID CABLE SHALL NOT INTERFERE WITH TOP OF THE HANDRAIL AND MUST BE ROUTED SO THAT THEY COMPLY WITH OSHA REQUIREMENTS REGARDING HANDRAILS."
- "THE INSTALLATION OF NEW EQUIPMENT WILL BE PLACED BEHIND THE ANTENNAS AND IN A MANNER THAT MAINTAINS THE HANDRAIL'S COMPLIANCE WITH CURRENT OSHA GUIDELINES FOR ACCESS."
- "WELDING ON THE HANDRAIL OR THE WET STEEL OR DRILLING HOLES IN THE HANDRAIL IS NOT ACCEPTABLE."
- "ALL ADJACENT SURFACES MUST BE PROTECTED FROM PROPOSED MODIFICATIONS."
- "ALL DAMAGE TO THE PAINT AND COATINGS DUE TO THE PROPOSED MODIFICATIONS WILL NEED TO BE REPAIRED PER SEH COATING SPECIFICATIONS ATTACHED."
- "ALL ABANDONED ANTENNAS, COAXIAL CABLE AND DETACHABLE EQUIPMENT THAT IS NO LONGER USED ARE TO BE REMOVED DURING THE FINAL MIGRATION."
- "ALL EQUIPMENT IS TO BE IDENTIFIED BY THE TENANT."

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
COMMERCIAL GROUP
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

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LOC. # 113434

HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:	TH
CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
SITE
ELEVATION

SHEET NUMBER
ANT-1

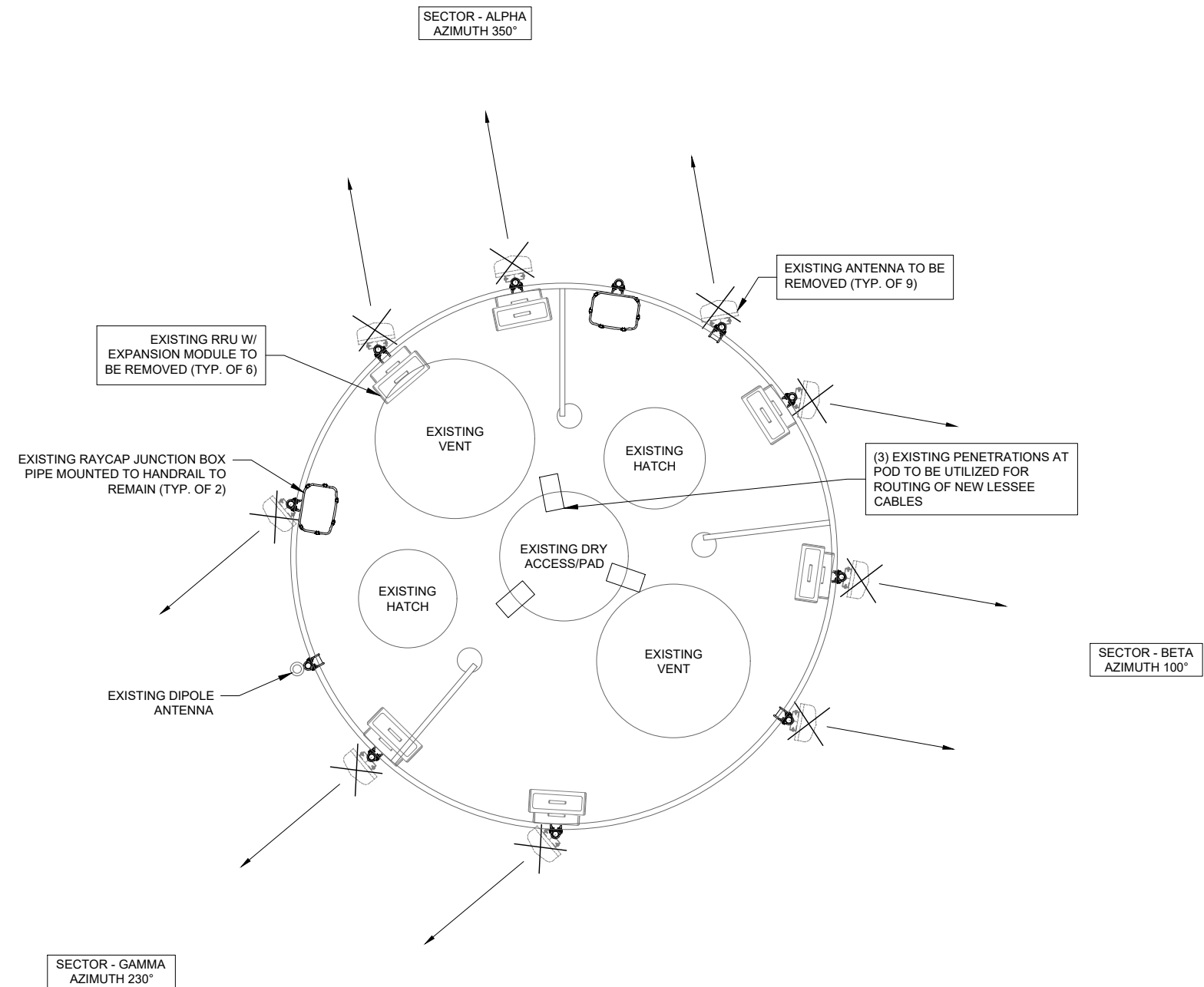
NOTES:

1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.

NOTES:

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PLEASE REFER TO TOWER AND MOUNT ANALYSIS PROVIDED BY KRECH OJARD & ASSOCIATES, PA.



1 EXISTING ANTENNA LAYOUT
N.T.S.

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

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DRAWN BY:	TH
CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
ANTENNA
LAYOUT

SHEET NUMBER

ANT-2

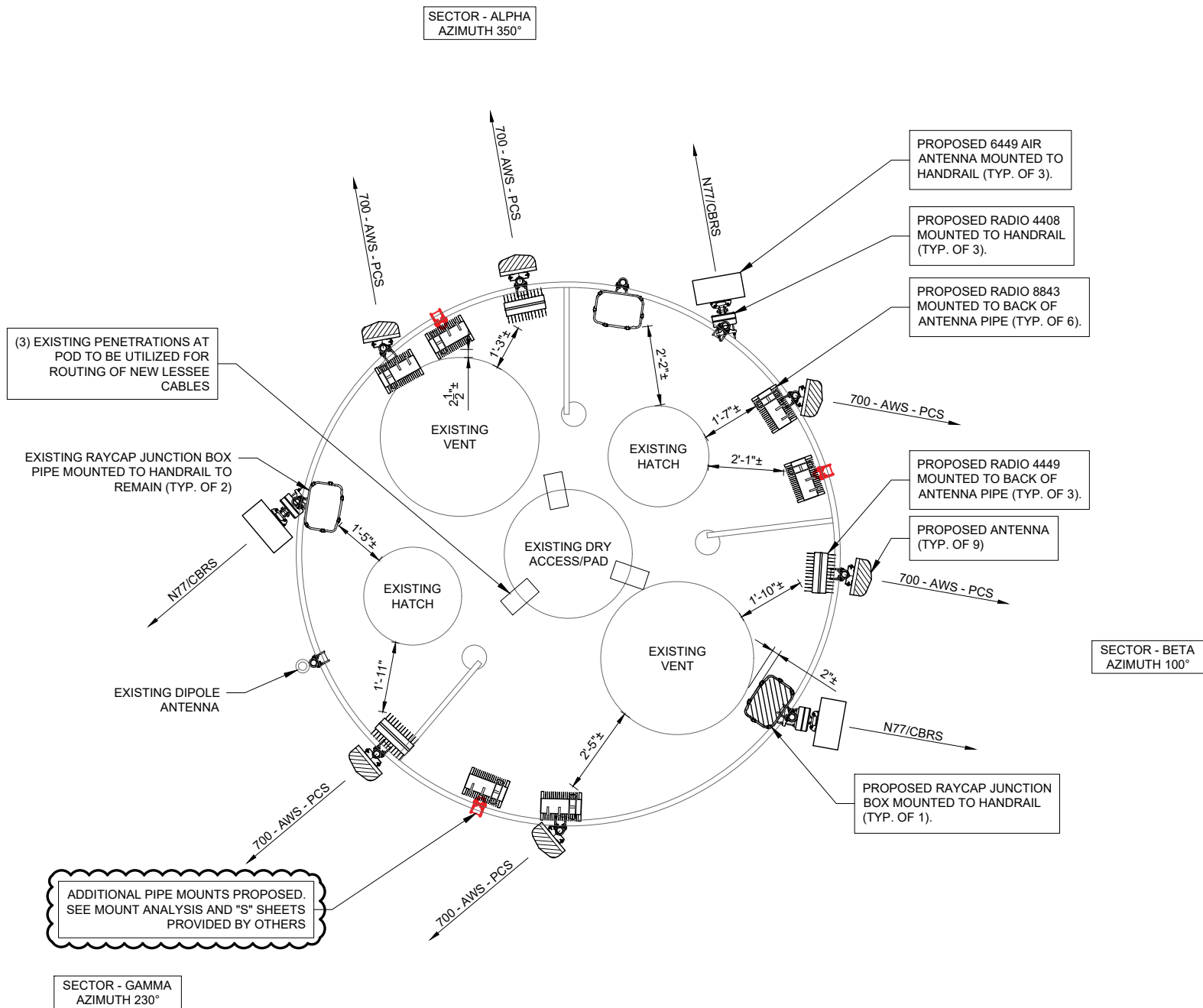
NOTES:

1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.

NOTES:

THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.

PLEASE REFER TO TOWER AND MOUNT ANALYSIS PROVIDED BY KRECH OJARD & ASSOCIATES, PA.



REVISIONS					
NO.	DESCRIPTION	DATE	BY	TH	RA
1.	ISSUED FOR REVIEW	09/02/2022			
2.	ISSUED FOR PERMITTING	09/22/2022			
3.	ISSUED FOR FINAL	09/29/2022			
	REVISED PER THIRD PARTY COMMENTS	01/16/2023			

LOC. # 113434
HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:	TH
CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
PROPOSED ANTENNA LAYOUT

SHEET NUMBER
ANT-2A

Antenna Summary

Added

700	1900	AWS	AWS3	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID
				LTE		ERICSSON	KRE105281/1	135	135.3	350(19) 100(20) 230(21)	false	false	PHYSICAL	3	
					5G	Ericsson	AIR6449	139	140.3	350(0001) 100(0002) 230(0003)	false	false	PHYSICAL	3	
LTE	LTE 5G	LTE	LTE			JMA	MX06FIT865-02	137	141	350(0001) 350(01) 100(0002) 100(02) 230(0003) 230(03)	false	false	PHYSICAL	6	MX06FIT865-02

Removed

700	1900	AWS	AWS3	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID
		LTE				AMPHENOL	CWWX063X25X00-T01-2100-(+45)-LEFT	137	141.1	350(01) 100(02) 230(03)	false	false	PHYSICAL	6	
	CDMA					ANDREW	HBX-9016DS-VTM	137	140.1	0(D1) 120(D2) 250(D3)	false	false	PHYSICAL	3	

Retained

700	1900	AWS	AWS3	CBRS	L-Sub6	Make	Model	Centerline	Tip Height	Azimuth	RET	4xRx	Inst. Type	Quantity	Item ID
No data available.															

Added: 12

Removed: 9

Retained: 0

1

ANTENNA SUMMARY

N.T.S.

Equipment Summary

Added

Equipment Type	Location	700	1900	AWS	AWS3	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
Hybrid Cable	Tower							COMMSCOPET-001	HFT1206-24SV2-xxx			PHYSICAL	1	HFT1206-24SV2-xxx
RRU	Tower					LTE		Ericsson	4408 B48 DC			PHYSICAL	3	KRC161746/1
RRU	Tower		LTE					Ericsson	4449			PHYSICAL	3	KRC161749/1
RRU	Tower			LTE 5G	LTE			Ericsson	8843			PHYSICAL	6	KRC161707/2
RRU	Tower						5G	Ericsson	AIR6449			PHYSICAL	3	
OVP Box	Tower							RAYCAPINC-001	RC3DC-3315-PF-48			PHYSICAL	1	RC3DC-3315-PF-48
OVP Box	Shelter							RAYCAPINC-001	RVZDC-4520-RM-48			PHYSICAL	1	RVZDC-4520-RM-48

Removed

Equipment Type	Location	700	1900	AWS	AWS3	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
Coaxial Cables	Tower							Andrew	1 5/8"		15/8"	PHYSICAL	12	
Diplexer	Tower							Andrew	CBC721-DF-21-DCB			PHYSICAL	6	
RRU	Tower			LTE				Ericsson	RRUS12 B2+A2			PHYSICAL	3	
RRU	Tower				LTE			Ericsson	RRUS12 B4+A2			PHYSICAL	3	
TMA	Tower							Westell	BWC-TTMA-700C-VG			PHYSICAL	6	
Diplexer	Shelter							Andrew	CBC721-DF-21-DCB			PHYSICAL	6	
RRU	Shelter		LTE					Ericsson	RUL01 B13			PHYSICAL	6	

Retained

Equipment Type	Location	700	1900	AWS	AWS3	CBRS	L-Sub6	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
Hybrid Cable	Tower							Commscope	HTC-24SM-1206-1818-APV		15/8"	PHYSICAL	2	
OVP Box	Tower							Raycap	RC2DC-3315-PF-48			PHYSICAL	2	
OVP Box	Shelter							Raycap	RC2DC-3315-PF-48			PHYSICAL	2	

2

EQUIPMENT SUMMARY

N.T.S.



REVISIONS		BY	DATE	TH	RA	RA	RA		
		DESCRIPTION	ISSUED FOR REVIEW	09/02/2022	09/22/2022	09/29/2022	01/16/2023		
		1.	ISSUED FOR PERMITTING						
		2.	ISSUED FOR FINAL						
		3.	REVISED PER THIRD PARTY COMMENTS						
NO.	-	1.	2.	3.					

LOC. # 113434

HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:	TH
CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
ANTENNA
INFORMATION

SHEET NUMBER

ANT-3

RF EMISSIONS REPORT PROVIDED

☒ YES ☐ NO

DATE OF REPORT: 09/09/2022

SIGNAGE/BARRIERS REQUIRED

☒ YES ☐ NO

ESTIMATED MAIN LINE HYBRID LENGTH

SECTOR	VERTICAL LENGTH (±)	HORIZONTAL LENGTH (±)	EQUIPMENT ROOM (±)	TOTAL (±)
BETA	150'	55'	25'	230'

POWER SHIFT OR POWER BOOST NEEDED DUE TO HYBRID LENGTH OVER 175 FEET

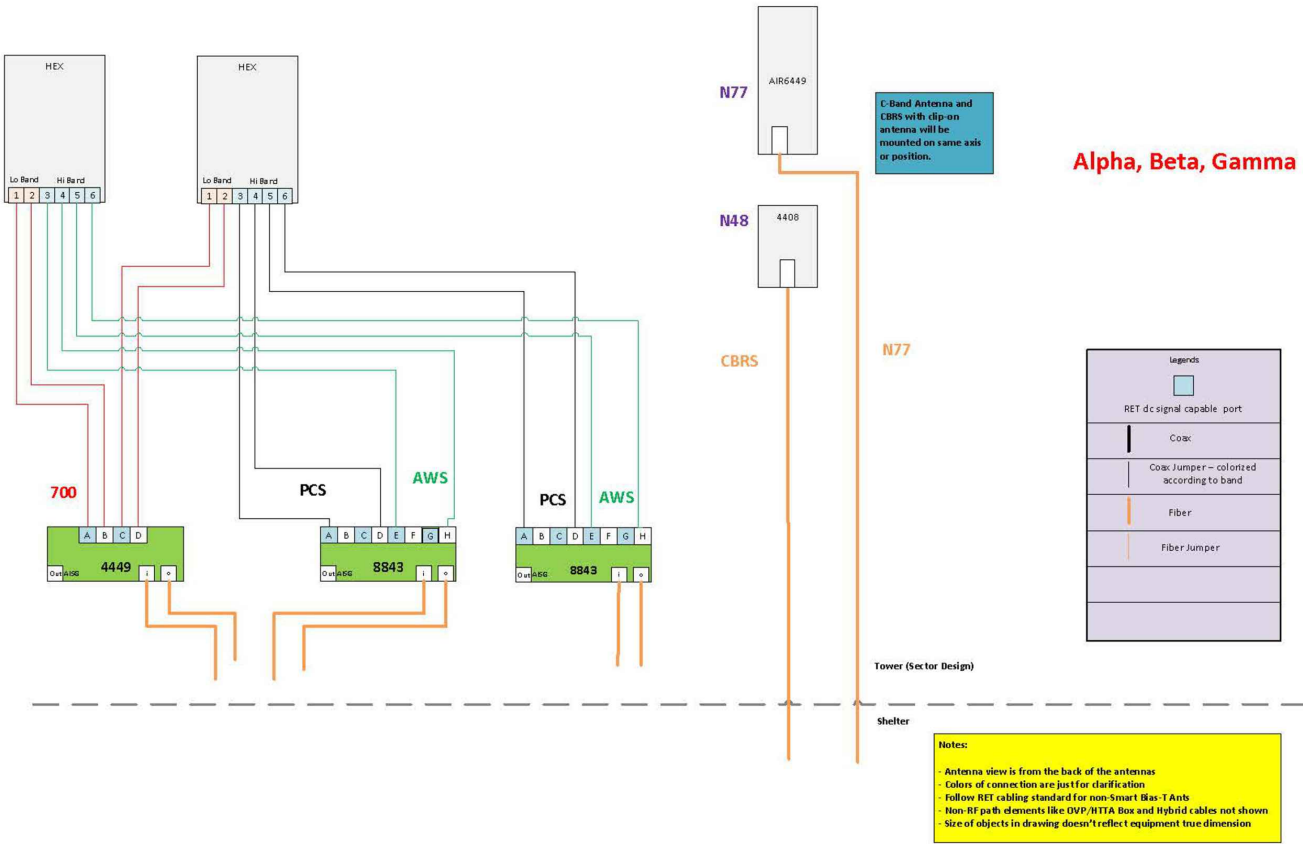
EXISTING EQUIPMENT TO BE REUSED

LOCATION	COMPONENT	COUNT
TOP	MAIN RAYCAP	2
BOTTOM	MAIN RAYCAP	2

EXISTING CABLING TO BE REUSED

TYPE	SIZE	COUNT
HYBRID	MAIN TRUNK	2
COAX	N/A	0

1 RAYCAP/HYBRID CABLE INFORMATION
N.T.S.



2 CABLE DIAGRAM
N.T.S.

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
COMMUNICATIONS GROUP
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

NO.	DESCRIPTION	DATE	BY	TH	RA	RA	RA	REVISIONS
1.	ISSUED FOR REVIEW	09/02/2022						
2.	ISSUED FOR PERMITTING	09/02/2022						
3.	ISSUED FOR FINAL	09/29/2022						
	REVISED PER THIRD PARTY COMMENTS	01/16/2023						

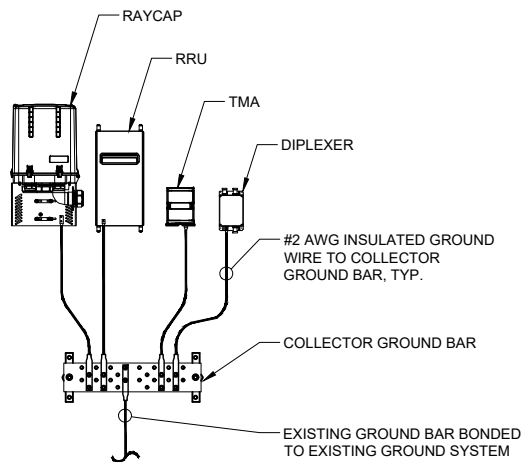
LOC. # 113434
HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:	TH
CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
COMBINER CABLE DATA
& CABLE DIAGRAM

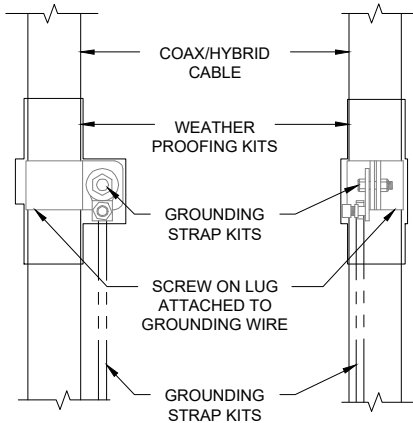
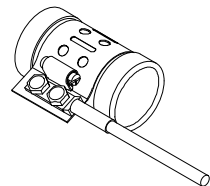
SHEET NUMBER
ANT-3A



- NOTES:
1. DETAIL IS CONCEPTUAL ONLY. PLEASE SEE ECR AND LAYOUT SHEETS FOR ACTUAL EQUIPMENT CONFIGURATION.
 2. GROUND CONNECTIONS MUST BE DOUBLE HOLE CONNECTION. SPECIAL EXCEPTION ONLY TO EQUIPMENT THAT WILL NOT ALLOW FOR A DOUBLE HOLE CONNECTION.

1 TYPICAL APPURTENANCE GROUNDING
SCALE: N.T.S.

- NOTES:
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
 2. THIS DETAIL IS TYPICAL FOR EACH COAX CABLE WHERE IT IS SPECIFIED TO BE GROUNDED
 3. CABLE TO BE GROUNDED AT ANTENNA LEVEL AND PRIOR TO ENTERING SHELTER ENTRY PANEL.
 4. CABLE ALSO TO BE GROUNDED TO GROUND BAR AT TOWER BASE IF APPLICABLE.
 5. USE ONLY TIN PLATED GROUNDING KITS.

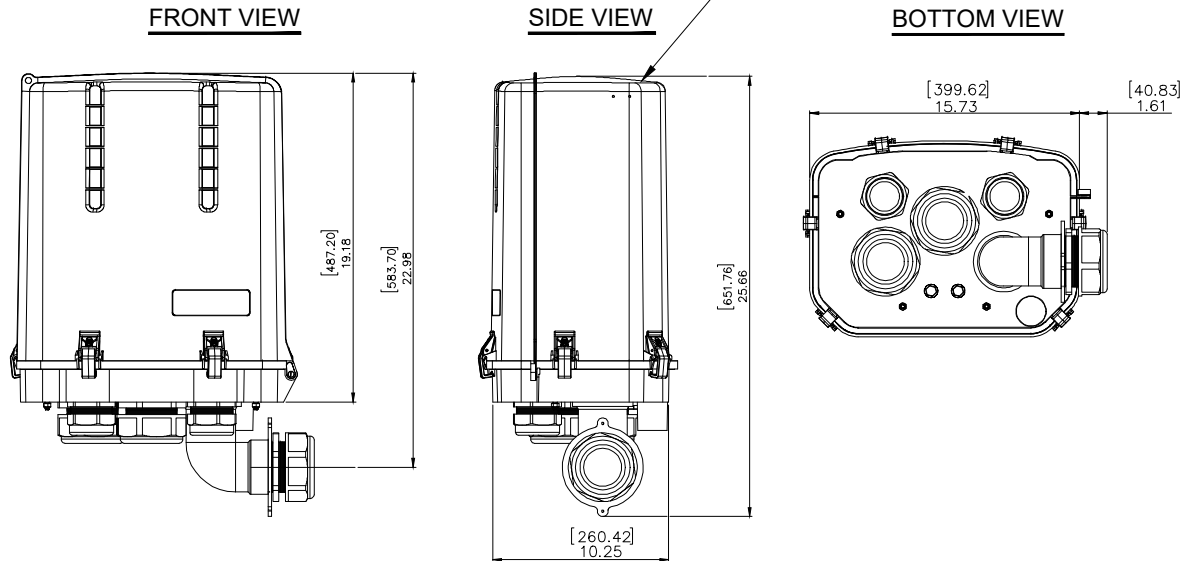


2 COAX / HYBRID CABLE GROUND KIT DETAIL
N.T.S.

SPECIFICATIONS DC SURGE PROTECTION FOR RRU/INTEGRATED ANTENNA RADIO HEAD
APPLICATION: TOWER / BASE / ROOFTOP / ROOFTOP DISTRIBUTION MODELS
WEIGHT: 32LBS (14.51 KG)

[mm]
INCHES

PROPOSED RAYCAP JUNCTION BOX MODEL#
RCMDC-3315-PF-48 OR RCMDC-3300-PF-48
OR APPROVED EQUAL



3 RAYCAP JUNCTION BOX DETAIL
SCALE: N.T.S.

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
COMMUNICATIONS GROUP
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS				NO.	DESCRIPTION	DATE	BY
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				3.	ISSUED FOR FINAL	09/29/2022	RA
					REVISED PER THIRD PARTY COMMENTS	01/16/2023	RA

LOC. # 113434
HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:	TH
CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
DETAILS

SHEET NUMBER

ANT-4

SECTION 09 97 15
COATING SYSTEMS FOR TELECOMMUNICATION EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes painting and painting repair work associated with the installation of antennas, coaxial cables, and other common components with direct attachment to water tank facilities.

1.02 REFERENCES

- A. Society for Protective Coatings (SSPC):
www.sspc.org
1. Volume 1: Good Painting Practice
2. Volume 2: Systems and Specifications

1.03 SUBMITTALS

- A. Product Data: Submit data sheet for each coating system.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Manufacturers:
1. Sherwin Williams Company www.sherwin-williams.com
2. Tnemec Company www.tnemec.com
3. X-I-M Products www.ximbonder.com

PART 3 EXECUTION

3.01 EXAMINATION

- A. Visually evaluate surface preparation by comparison with pictorial standards of SSPC-VIS-1-89.

3.02 PREPARATION

- A. Remove all surface contaminants in accordance with SSPC-SP1 Solvent Cleaning.
1. Do not use hydrocarbon solvents on surfaces to be coated with water-based coatings.
- B. Clean and remove all rust, slag, weld splatter, weld scabs, mill scale, and loose paint.
- C. Protect areas adjacent to welding & or grinding operations to prevent damage of surrounding intact paint system.
- D. Ferrous Metal: SSPC-SP6 Commercial Blast Cleaning
- E. Galvanized Steel: SSPC-SP7 Brush Off Blast
- F. Antenna Covers, Coaxial Cable, Non-metallic Substrates and Previously Painted Surfaces: Scarify to de-gloss. SSPC-SP1 with a non-hydrocarbon solvent.
- G. Surface profile shall be in accordance with manufacturer's product recommendation.
- H. Re-blast all surfaces:
1. Where rusting has recurred.
2. That do not meet the requirements of these specifications.

3.03 APPLICATION

- A. Coatings shall be applied in accordance with manufacturer's printed instructions.

- B. Surfaces to be coated shall be clean, dry, and free of airborne dust and contaminants at the time of application and while film is forming.
- C. Finish coat shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.
- D. Shop Painting: Tape-off (2-inch minimum) surfaces that will be in the *Heat-Affected-Zone* during field welding.
- E. Component Painting:
1. Interior Exposed Ferrous Metal and Galvanized Steel:
a. Product: Sherwin Williams Macropoxy 646 or Tnemec Series 161
1) Number of Coats: 2
2) Dry Film Thickness: 4.0–6.0 mils (per coat)
3) Color: By Owner
2. Exterior Exposed Ferrous Metal and Galvanized Steel:
a. Primer: Sherwin Williams Macropoxy 646 or Tnemec Series 161 or N69
1) Number of Coats: 1
2) Dry Film Thickness: 4.0–6.0 mils
3) Color: By Owner
b. Finish: Sherwin Williams Acrolon 218 or Tnemec Series 10740/10750
1) Number of Coats: 1
2) Dry Film Thickness: 2.0–3.0 mils
3) Color: By Owner
3. Antenna Covers:
a. Primer: Sherwin Williams Pro-Cryl Primer
1) Number of Coats: 1
2) Dry Film Thickness: 2.0–4.0 mils
b. Finish: Sherwin Williams Sher-Cryl HPA
1) Number of Coats: 1
2) Dry Film Thickness: 2.5–4.0 mils
3) Color: By Owner
4. Coaxial Cable
a. Primer: X-I-M 1138
1) Number of Coats: 1
2) Dry Film Thickness: 2.0–3.0 mils
b. Finish: Sherwin Williams Sher-Cryl HPA
1) Number of Coats: 1
2) Dry Film Thickness: 2.5–4.0 mils
3) Color: By Owner

3.04 REPAIR OF AREAS DAMAGED BY WELDING

- A. Prepare the damage by one of the two following methods as directed by the Engineer.
1. Abrasive-blast to SSPC-SP6.
2. Mechanically clean to SSPC-SP11.
- B. Feather edges to provide smooth coating transition.
- C. Apply prime coat to bare metal surface.
- D. Mask off rectangular area around prime coat.
- E. Apply finish coat.

3.05 QUALITY CONTROL

- A. Measure dry film thickness with a magnetic film thickness gage in accordance with SSPC-PA2.
- B. Visually inspect dried film for fums, sags, dry spray, overspray, embedded particles and missed areas.
- C. Repair defective or damaged areas in accordance with Articles 3.02 and 3.03.

END OF SECTION



REVISIONS		DESCRIPTION	DATE	BY	TH	RA	RA	RA		
NO.		ISSUED FOR REVIEW	09/02/2022							
1.		ISSUED FOR PERMITTING	09/22/2022							
2.		ISSUED FOR FINAL	09/29/2022							
3.		REVISED PER THIRD PARTY COMMENTS	01/16/2023							

LOC. # 113434

HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:	TH
CHECKED BY:	AU
DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
SEH COATING SPECIFICATIONS

SHEET NUMBER
ANT-5

REVISIONS					
NO.	DESCRIPTION	DATE	BY	TH	RA
1.	ISSUED FOR REVIEW	06/02/2022			
2.	ISSUED FOR PERMITTING	06/22/2022			
3.	ISSUED FOR FINAL	08/29/2022			
	REVISED PER THIRD PARTY COMMENTS	01/16/2023			

LOC. # 113434

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GREEN BAY, WI 54311

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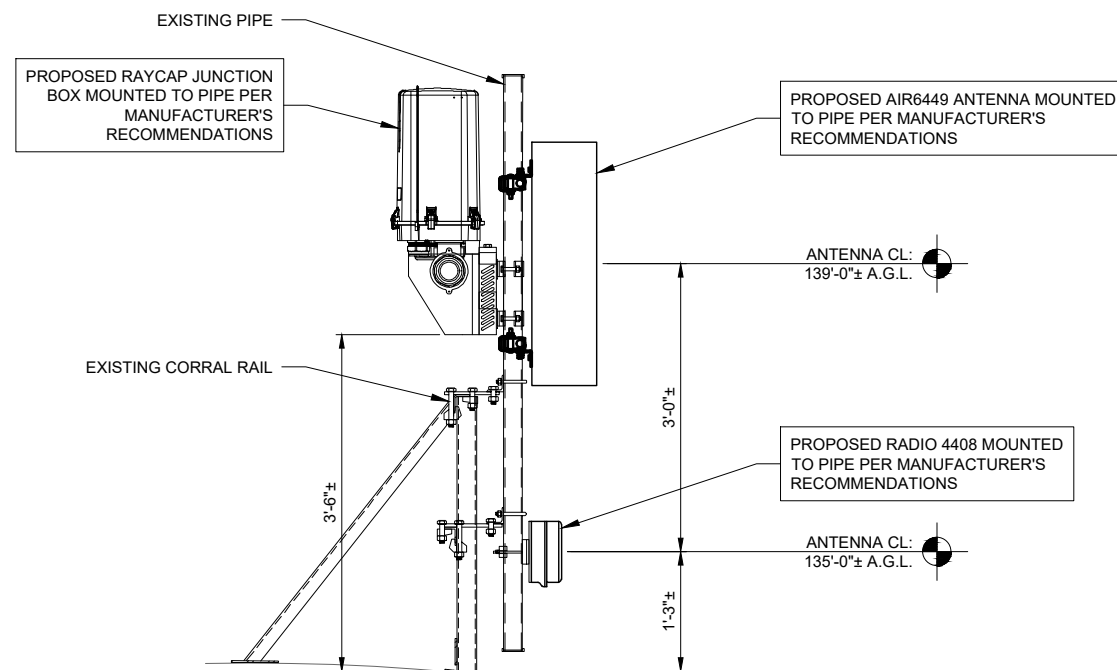
SHEET TITLE
DETAILS

SHEET NUMBER

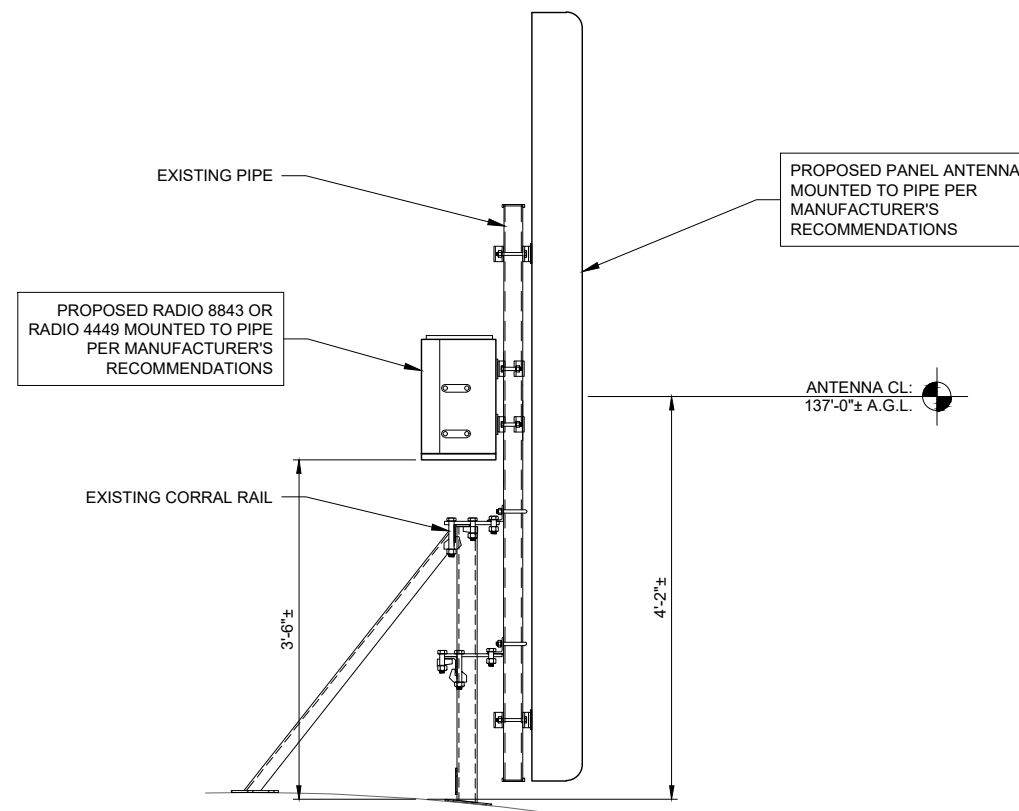
ANT-6

PLEASE REFER TO STRUCTURAL
ANALYSIS PROVIDED BY KRECH
OJARD & ASSOCIATES, PA.

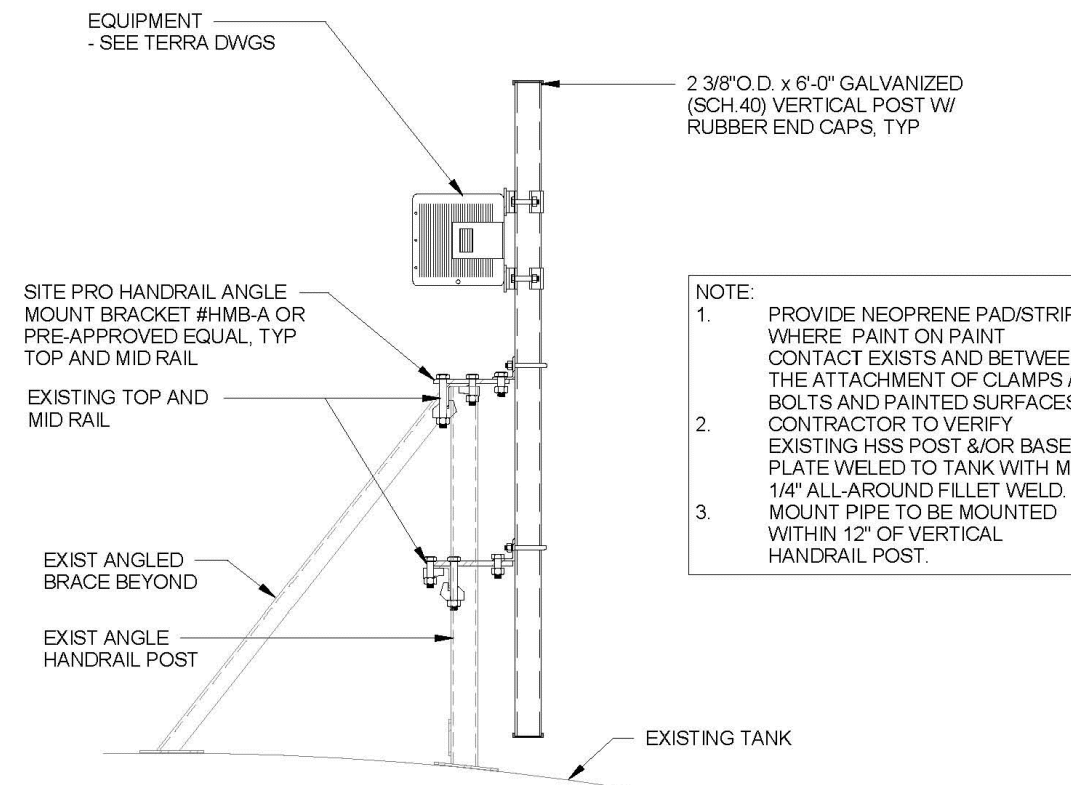
G.C. TO CONTACT ENGINEER FOR
ANY DEVIATION IN INSTALLATION



1 ANTENNA AND EQUIPMENT MOUNT TO HANDRAIL
SCALE: N.T.S.



2 ANTENNA AND EQUIPMENT MOUNT TO HANDRAIL
SCALE: N.T.S.



2 NEW PIPE MOUNT DETAIL (TYP. OF 3)
SCALE: N.T.S.



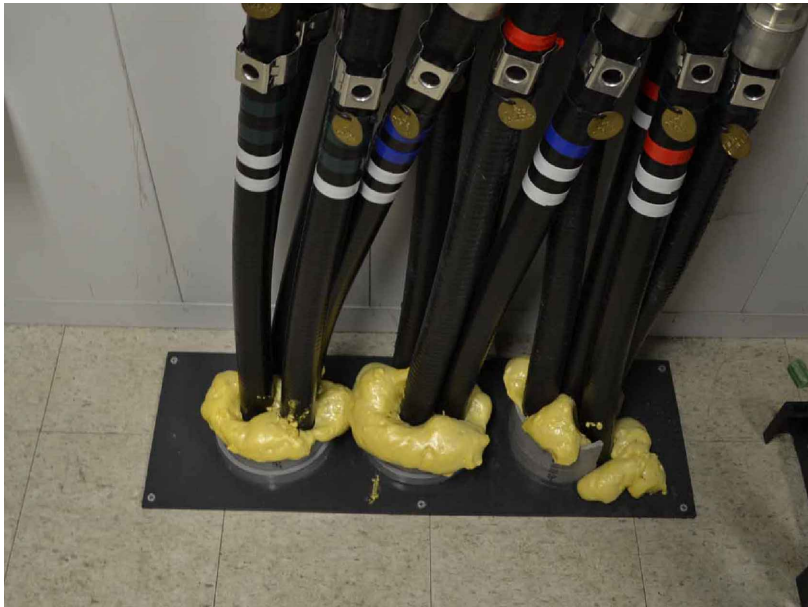
1 OVERALL TOWER PHOTO
SCALE: N.T.S.



2 PHOTO OF ANTENNA LEVEL
SCALE: N.T.S.



3 EXISTING RAYCAP
JUNCTION BOX IN SHELTER
SCALE: N.T.S.



4 LESSEE ENTRY PANEL
SCALE: N.T.S.



5 LESSEE COAX ROUTE
SCALE: N.T.S.

verizon
1701 GOLF ROAD,
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
COMMUNICATIONS GROUP
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-498-6400
FAX: 847-498-6401

REVISIONS				
NO.	DESCRIPTION	DATE	BY	TH
-	ISSUED FOR REVIEW	09/02/2022		
1.	ISSUED FOR PERMITTING	09/22/2022	RA	
2.	ISSUED FOR FINAL	09/29/2022	RA	
3.	REVISED PER THIRD PARTY COMMENTS	01/16/2023	RA	

LOC. # 113434
HURON WT

720 HURON RD.
GREEN BAY, WI 54311

DRAWN BY:	TH
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DATE:	05/05/2022
PROJECT #:	124-1748

SHEET TITLE
PHOTO EXHIBIT

SHEET NUMBER

EX-1

EXHIBIT B-3

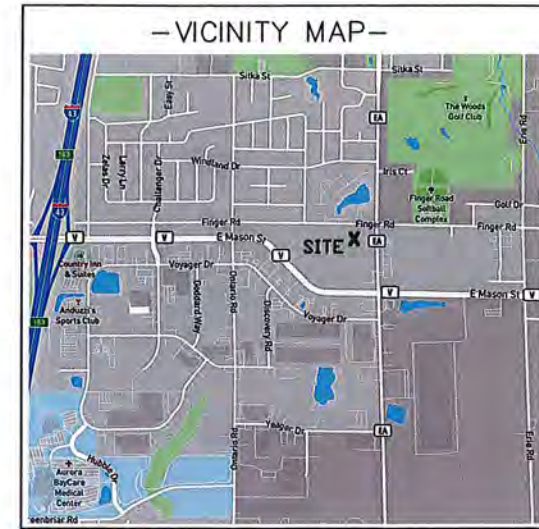
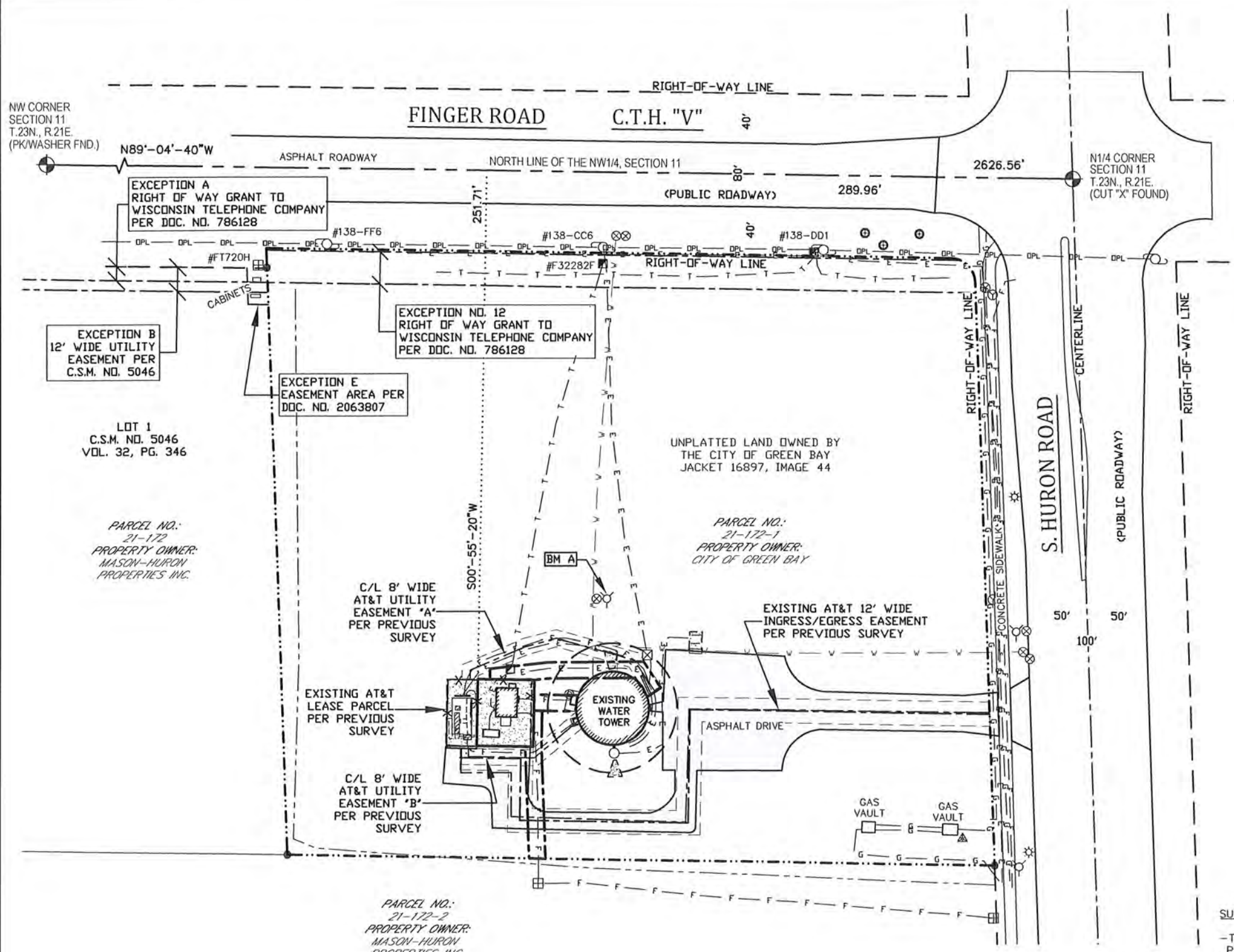
**AS-BUILT CONSTRUCTION DRAWINGS FOR
INITIAL MODIFICATION PROJECT**

[To be attached in accordance with Section 6.2.4 of this Agreement]

EXHIBIT C

SITE SURVEY

[To be attached in accordance with Section 1.2 of this Agreement]



-LEGEND-

- 1" IRON PIPE FOUND
- COUNTY MONUMENT FOUND
- METAL POST
- GROUNDING PORT
- ANTENNA TOWER
- WATER VALVE
- FIRE HYDRANT
- WATER MANHOLE
- GAS VALVE
- FIBER OPTIC PEDESTAL
- TELEPHONE PEDESTAL
- LIGHT POLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- EXISTING POWER POLE
- BURIED TELEPHONE
- BURIED ELECTRIC
- OVERHEAD ELECTRIC
- WATER MAIN
- BURIED GAS LINE
- BURIED FIBER OPTIC LINE
- CHAINLINK FENCE
- PROPERTY LINE

SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-DIGGERS HOTLINE TICKET NO. 20224214921.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

-ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55009C0281F, DATED AUGUST 18 2009, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".

WETLAND NOTE:
-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

SURVEYOR'S CERTIFICATE
I, Steven C. DeJong, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 27th day of FEBRUARY, 2024.

STEVEN C. DEJONG
WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791

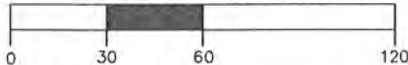


BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
TAG BOLT ON HYDRANT LOCATED NORTH OF WATER TOWER
ELEVATION: 781.08'

CALL DIGGERS HOTLINE TOLL FREE (800)242-8511
OPERATES 24 HOURS A DAY 365 DAYS A YEAR



GRAPHIC SCALE
1 inch = 60 ft.



BEARINGS REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM AND THE NORTH LINE OF THE NW1/4, SECTION 11, T.23N., R.21E., WHICH BEARS: N89°-04'-40"W

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
HURON WT

SITE NUMBER:
113434

SITE ADDRESS:
720 S. HURON ROAD
GREEN BAY, WI 54311

PROPERTY OWNER:
CITY OF GREEN BAY
100 N. JEFFERSON STREET
GREEN BAY, WI 54301

PARCEL NO.: 21-172-1

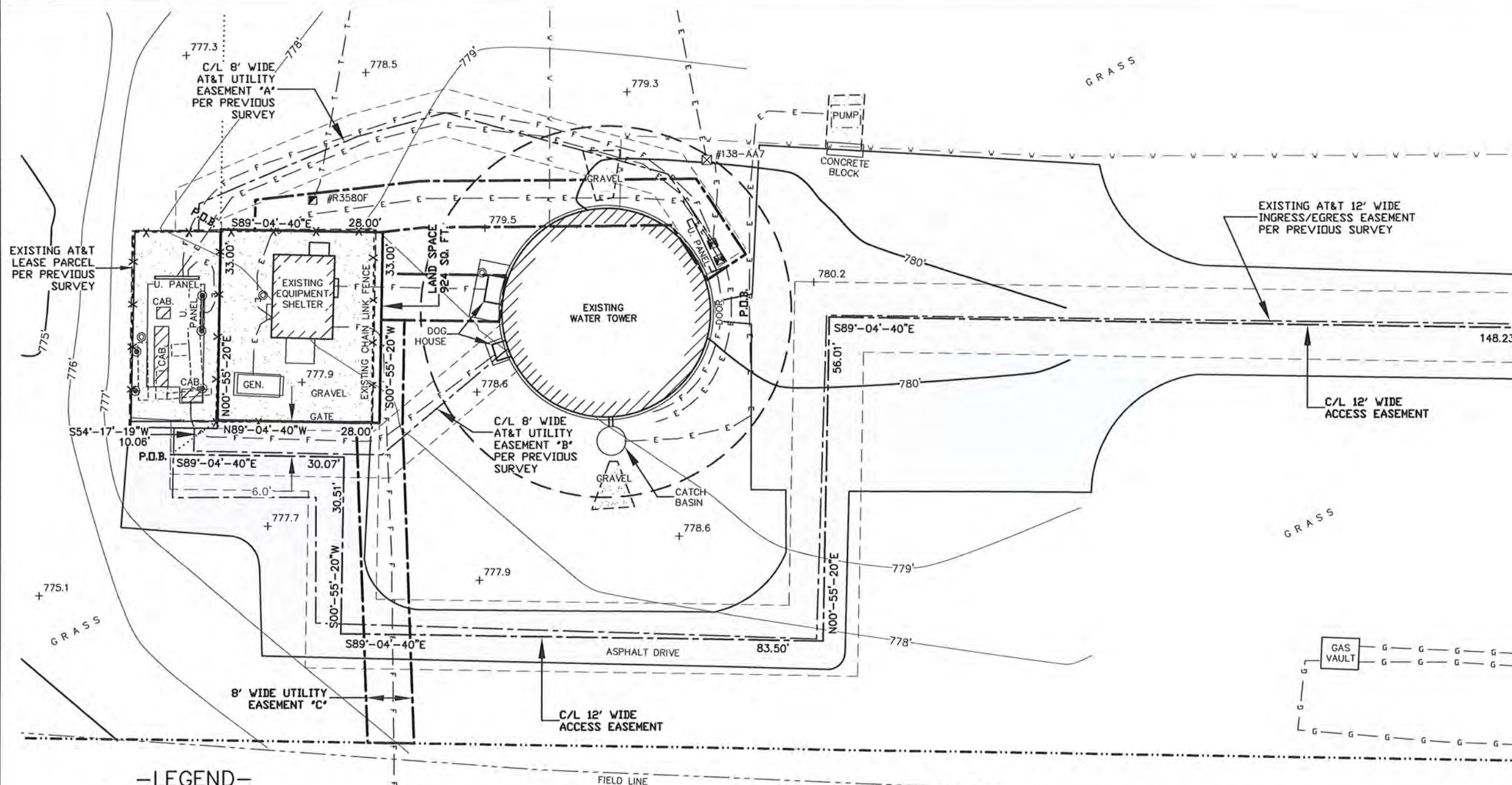
ZONED: R3-VARIED DENSITY RESIDENTIAL

DEED REFERENCE: J. 16897, I. 44

LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NE1/4 OF THE
NW1/4, SECTION 11, T.23N., R.21E.,
CITY OF GREEN BAY, BROWN COUNTY,
WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	2/15/24	Easement Edits	KR
3	10/4/23	Added Easements	JB
2	12/28/22	Added Title Report Review	JB
1	10/26/22	Preliminary Survey	JB
NO.	DATE	DESCRIPTION	BY

DRAWN BY: J.D.	FIELD WORK DATE: 10-17-22
CHECKED BY: S.C.D.	FIELD BOOK: M-58, PG. 36
JOB NO.: 14102	SHEET 1 OF 5



-LEGEND-

- = 1" IRON PIPE FOUND
- ⊙ = COUNTY MONUMENT FOUND
- ⊙ = METAL POST
- ⊙ = GROUNDING PORT
- ⊙ = ANTENNA TOWER
- ⊙ = WATER VALVE
- ⊙ = FIRE HYDRANT
- ⊙ = WATER MANHOLE
- ⊙ = GAS VALVE
- ⊙ = FIBER OPTIC PEDESTAL
- ⊙ = TELEPHONE PEDESTAL
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- T — T — = BURIED TELEPHONE
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- OPL — OPL — = OVERHEAD ELECTRIC
- W — W — = WATER MAIN
- G — G — = BURIED GAS LINE
- F — F — = BURIED FIBER OPTIC LINE
- X — X — = CHAINLINK FENCE
- — — — = PROPERTY LINE

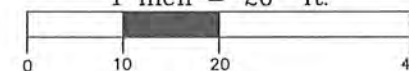


EXISTING WATER TOWER BASE

LATITUDE: 44°-29'-14.20"
LONGITUDE: 87°-55'-07.44"
(Per North American Datum of 83/2011)
Top of Antenna Elevation: 931.2'
(Highest Point)
Top of Tower Extension Elevation: 929.5'
Ground Elevation: 780.2'
(Per North American Vertical Datum of 1988)

BEARINGS REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM AND THE NORTH LINE OF THE NW1/4, SECTION 11, T.23N., R.21E., WHICH BEARS: N89°-04'-40"W

GRAPHIC SCALE
1 inch = 20 ft.



SURVEYOR'S CERTIFICATE

I, Steven C. DeJong, Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 27th day of FEBRUARY, 2024.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
HURON WT

SITE NUMBER:
113434

SITE ADDRESS:
720 S. HURON ROAD
GREEN BAY, WI 54311

PROPERTY OWNER:

CITY OF GREEN BAY
100 N. JEFFERSON STREET
GREEN BAY, WI 54301

PARCEL NO.: 21-172-1

ZONED: R3-VARIED DENSITY RESIDENTIAL

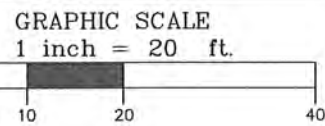
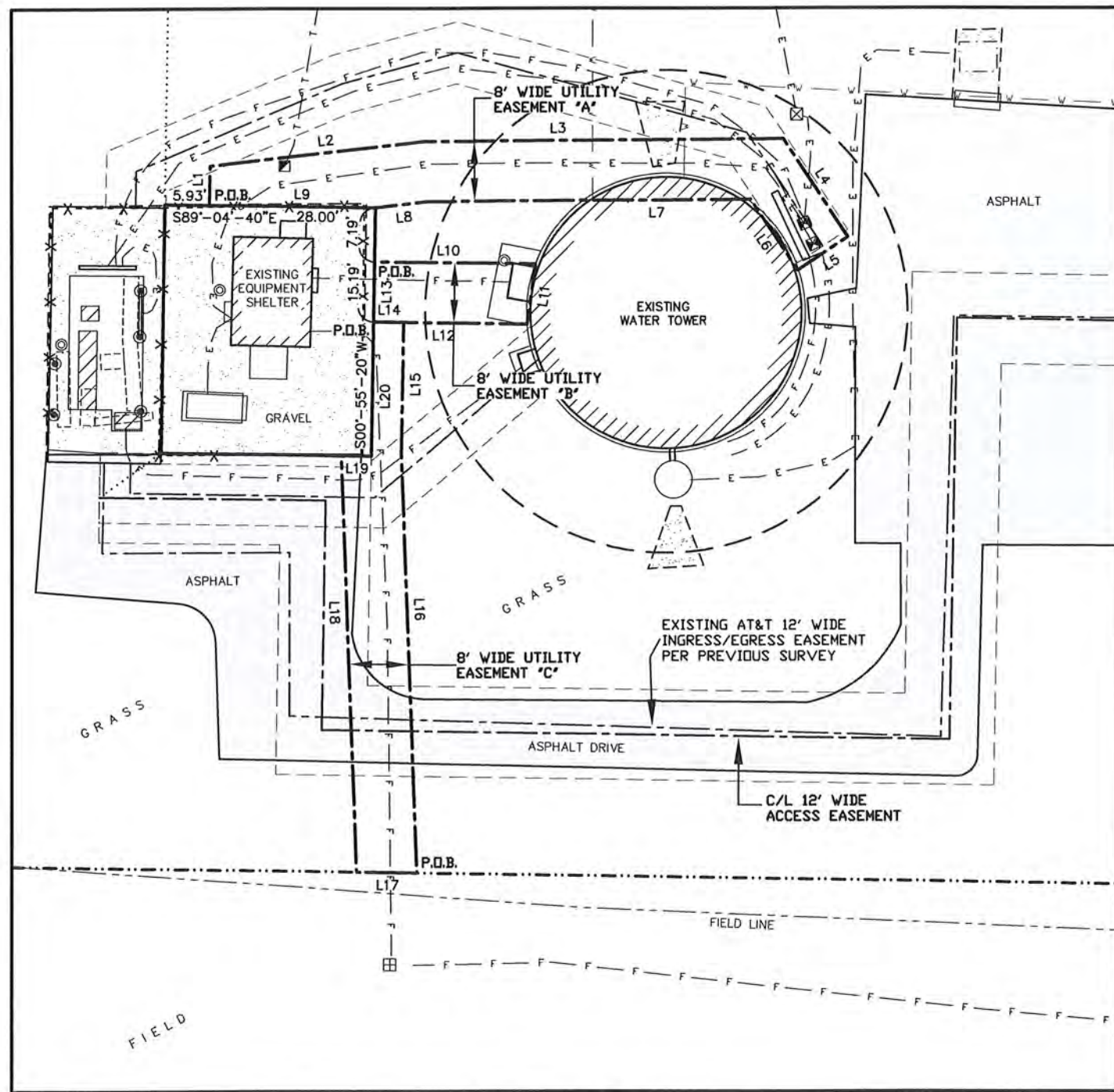
DEED REFERENCE: J. 16897, l. 44

LEASE EXHIBIT

FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NE1/4 OF THE
NW1/4, SECTION 11, T.23N., R.21E.,
CITY OF GREEN BAY, BROWN COUNTY,
WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	2/15/24	Easement Edits	KR
3	10/4/23	Added Easements	JB
2	12/28/22	Added Title Report Review	JB
1	10/26/22	Preliminary Survey	JB

DRAWN BY: J.D.	FIELD WORK DATE: 10-17-22
CHECKED BY: S.C.D.	FIELD BOOK: M-58, PG. 36
JOB NO.: 14102	SHEET 2 OF 5



SURVEYOR'S CERTIFICATE
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of Meridian Surveying, LLC., certify that I have surveyed the
described property and that the map shown is a true and accurate
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Dated this 27th day of FEBRUARY, 2024.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791



LINE TABLE		
Line #	Direction	Length
L1	N00°55'20"E	5.21'
L2	N83°33'20"E	28.58'
L3	N89°37'50"E	47.77'
L4	S33°29'29"E	15.64'
L5	S56°30'31"W	8.00'
L6	N33°29'29"W	11.30'
L7	S89°37'50"W	43.01'
L8	S83°33'20"W	6.94'
L9	N89°04'40"W	22.07'
L10	S89°04'40"E	21.40'
L11	S07°54'07"W	8.06'
L12	N89°04'40"W	20.43'
L13	N00°55'20"E	8.00'
L14	S89°04'40"E	4.00'
L15	S00°55'20"W	17.70'
L16	S02°09'39"E	55.47'
L17	N89°04'40"W	8.01'
L18	N02°09'39"E	55.36'
L19	S89°04'40"E	4.01'
L20	N00°55'20"E	17.81'

-LEGEND-

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- ⊙ = COUNTY MONUMENT FOUND
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BEARINGS REFERENCED TO THE BROWN COUNTY
COORDINATE SYSTEM AND THE NORTH LINE OF
THE NW1/4, SECTION 11, T.23N., R.21E.,
WHICH BEARS: N89°-04'-40"W

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
HURON WT

SITE NUMBER:
113434

SITE ADDRESS:
720 S. HURON ROAD
GREEN BAY, WI 54311

PROPERTY OWNER:
CITY OF GREEN BAY
100 N. JEFFERSON STREET
GREEN BAY, WI 54301

PARCEL NO.: 21-172-1

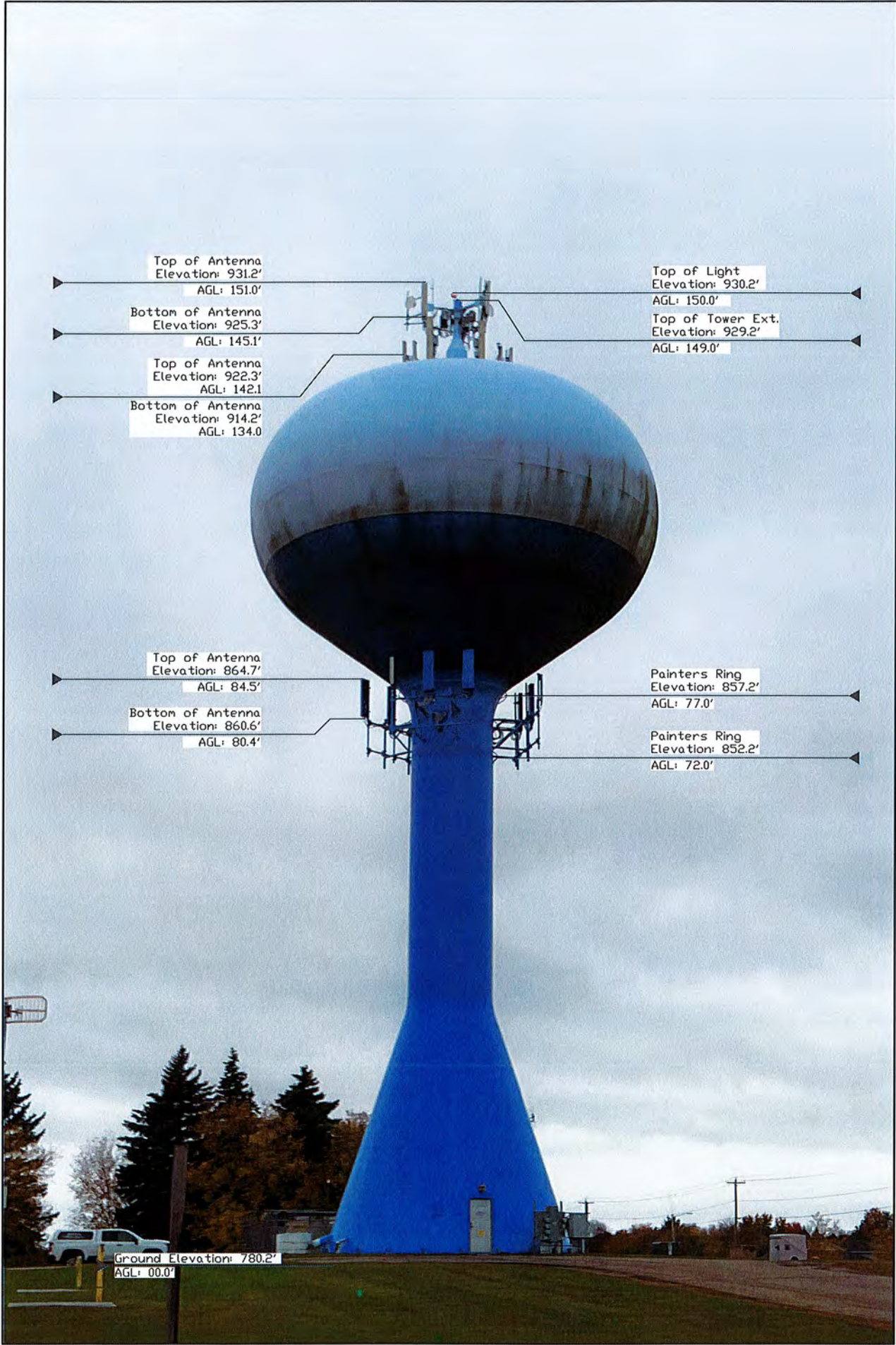
ZONED: R3-VARIED DENSITY RESIDENTIAL

DEED REFERENCE: J. 16897, I. 44

LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NE1/4 OF THE
NW1/4, SECTION 11, T.23N., R.21E.,
CITY OF GREEN BAY, BROWN COUNTY,
WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	2/15/24	Easement Edits	KR
3	10/4/23	Added Easements	JB
2	12/28/22	Added Title Report Review	JB
1	10/26/22	Preliminary Survey	JB

DRAWN BY: J.D.	FIELD WORK DATE: 10-17-22
CHECKED BY: S.C.D.	FIELD BOOK: M-58, PG. 36
JOB NO.: 14102	SHEET 3 OF 5



WISCONSIN
STEVEN C
DEJONG
S-2791
FREEDOM
WIS
FEBRUARY 21, 2024

SURVEYED FOR:

Edge
Consulting Engineers, Inc.

624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
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LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL
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BEING A PART OF THE NE1/4 OF THE
NW1/4, SECTION 11, T.23N., R.21E.,
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WISCONSIN

NO.	DATE	DESCRIPTION	BY
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DRAWN BY: J.D.	FIELD WORK DATE: 10-17-22
CHECKED BY: S.C.D.	FIELD BOOK: M-58, PG. 36
JOB NO.: 14102	SHEET 4 OF 5

LAND SPACE

Being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 924 square feet (0.021 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW 1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet to the point of beginning; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 33.00 feet; thence N89°-04'-40"W 28.00 feet; thence N00°-55'-20"E 33.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

12' WIDE ACCESS EASEMENT

Being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 4,180 square feet (0. 0096 acres) of land and being 6.00 feet each side of and parallel with the following described line:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW 1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 33.00 feet; thence N89°-04'-40"W 28.00 feet; thence S54°-17'-19"W 10.06 feet to the point of beginning; thence S89°-04'-40"E 30.07 feet; thence S00°-55'-20"W 30.51 feet; thence S89°-04'-40"E 83.50 feet; thence N00°-55'-20"E 56.01 feet; thence S89°-04'-40"E 148.23 feet to a point on the west line of S. Huron Road and the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said west line of S. Huron Road.

8' WIDE UTILITY EASEMENT "A"

Being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 670 square feet (0.015 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW 1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 5.93 feet to the point of beginning; thence N00°-55'-20"E 5.21 feet; thence N83°-33'-20"E 28.58 feet; thence N89°-37'-50"E 47.77 feet; thence S33°-29'-29"E 15.64 feet; thence S56°-30'-31"W 8.00 feet; thence N33°-29'-29"W 11.30 feet; thence S89°-37'-50"W 43.01 feet; thence S83°-33'-20"W 6.94 feet; thence N89°-04'-40"W 22.07 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

8' WIDE UTILITY EASEMENT "B"

Being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 167 square feet (0.004 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW 1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 7.19 feet to the point of beginning; thence S89°-04'-40"E 21.40 feet; thence S07°-54'-07"W 8.06 feet; thence N89°-04'-40"W 20.43 feet; thence N00°-55'-20"E 8.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

8' WIDE UTILITY EASEMENT "C"

Being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 514 square feet (0.012 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW 1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 15.19 feet to the point of beginning; thence S89°-04'-40"E 4.00 feet; thence S00°-55'-20"W 17.70 feet; thence S02°-09'-39"E 55.47 feet; thence N89°-04'-40"W 8.01 feet; thence N02°-09'-39"W 55.36 feet; thence S89°-04'-40"E 4.01 feet; thence N00°-55'-20"E 17.81 feet to the point of beginning. Being subject to any and all easements and restrictions of record.



PARENT PARCEL

The Northerly 340.0 feet of the Easterly 400.0 feet of the Northeast 1/4 of the Northwest 1/4, Section 11, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin; EXCEPTING THEREFROM that part previously dedicated for street purposes.

Tax Key No. 21-172-1

TITLE REPORT REVIEW

TITLE REPORT: Chicago Title Insurance Company

COMMITMENT NO. CO-13537

EFFECTIVE DATE: December 9, 2022

FEE SIMPLE TITLE VESTED IN: The City of Green Bay, a municipal corporation

SCHEDULE B-II

(1-11)These are general statements and not specific encumbrances.

(12) Right of Way Grant to Wisconsin Telephone Company recorded on February 20, 1974 as Document No. 786128. **Affects parent parcel and is plotted and shown.**

(13) Resolution recorded on May 1, 2001 as Document No. 1809394. **This instrument created Huron Road. The current right of way of Huron Road is plotted and shown.**

(14) Resolution recorded on January 19, 2004 as Document No. 2091219. **This instrument named Huron Road. Not a survey related item.**

TITLE REPORT REVIEW

TITLE REPORT: Chicago Title Insurance Company

COMMITMENT NO. CO-14012L

EFFECTIVE DATE: May 10, 2023

FEE SIMPLE TITLE VESTED IN: MASON-HURON PROPERTIES, INC., a Wisconsin Corporation

The following easements and restrictions affect the above described land:

(A) Right of Way Grant recorded February 20, 1974 as Document No. 786128. **Affects parent parcel and is plotted and shown.**

(B) Certified Survey Map No. 5046 recorded October 4, 1995 as Document No. 1469212. **Affects parent parcel and is plotted and shown.**

(C) Lease recorded November 1, 1995 as Document No. 1472843, Sunrise Development, LLC, Landlord and Elmer Greatens and Alice Greatens, Tenant **Expired, does not apply.**

(D) Certified Survey Map No. 6062 recorded January 11, 2000 as Document No. 1735903. **Does not apply.**

(E) SBC Wisconsin General Easement recorded September 23, 2003 as Document No. 2063807. **Affects parent parcel and is plotted and shown.**

(F) Memorandum of Notice and Termination of Lease for Water Tower recorded February 13, 2015 as Document No. 2694433. **Does not apply.**

(G) Certified Survey Map No. 9306 recorded April 27, 2021 as Document No. 2955917. **Does not apply.**

(H) Covenants, conditions and restrictions as contained in the Special Warranty Deed recorded November 11, 2019 as Document No. 2881125. **Not a survey related item.**

SURVEYED FOR:



SURVEYED FOR:



SITE NAME:
HURON WT

SITE NUMBER:
113434

SITE ADDRESS:
720 S. HURON ROAD
GREEN BAY, WI 54311

PROPERTY OWNER:
CITY OF GREEN BAY
100 N. JEFFERSON STREET
GREEN BAY, WI 54301

PARCEL NO.: 21-172-1

ZONED: R3-VARIED DENSITY RESIDENTIAL

DEED REFERENCE: J. 16897, I. 44

LEASE EXHIBIT

FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
BEING A PART OF THE NE1/4 OF THE
NW1/4, SECTION 11, T.23N., R.21E.,
CITY OF GREEN BAY, BROWN COUNTY,
WISCONSIN

NO.	DATE	DESCRIPTION	BY
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3	10/4/23	Added Easements	JB
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DRAWN BY: J.D.	FIELD WORK DATE: 10-17-22
CHECKED BY: S.C.D.	FIELD BOOK: M-58, PG. 36
JOB NO.: 14102	SHEET 5 OF 5

EXHIBIT D

ANTENNA SITE APPLICATION

[To be attached in accordance with Section 6.2.2.1 of this Agreement]



Green Bay Water Utility

631 S. ADAMS - P.O. BOX 1210
Green Bay, WI 54305-1210

920-448-3480
FAX 920-448-3486

ANTENNA SITE APPLICATION

Water Tower Site Name & Address: (existing site or proposed new site build)

Wireless Carrier: Verizon Wireless - existing site - site name Huron WT

(Complete corporate name of Wireless Carrier)

Wireless Carrier's Corporate Designation: PrimeCo Personal Communications LP, d/b/a Verizon Wireless

1. Name of Applicant: Verizon Wireless
2. Address of Applicant: 1s660 Midwest Rd., Ste. 140, Oakbrook Terrace, IL 60181
3. Contact person for Applicant: Mark Schaeve Telephone: _____
Mobile: 773-899-0095 Email: schaeve@insite-inc.com
4. Technical Advisor (A&E firm): Terra Consulting Group, Ltd. Telephone: 847-698-6400
Mobile: _____ Email: kates@terraltd.com
5. Proposed Radio Band: LTE, LTE 5G
6. Propose Radio Frequency(s): 700, 1900, AWS, AWS3, CBRS, LSub6

(Specify or attach a separate list)

7. Type of Service (SMR, ESMR, PCS, Cellular, Two-Way Paging, Microwave, Wi-Fi, WiMAX, etc.)

Cellular

8. Unlicensed spectrum? ☒ Y ☐ N (Circle One; Do the same for all below.)

If yes, identify in detail the portions of the project to use an unlicensed spectrum. Designate this as an Attachment. CBRS - see p. 14 of attached radio frequency data sheet

Initial here X to indicate Attachment has been included.

If utilizing a Distributed Antenna System (DAS), provide Radio Frequency Coverage Maps prepared by the FCC Licensee(s).

9. Request for Small Cell Site in Utility Row of Way Y / ☒ N

If yes, include the provided requirements: _____

10. Provide a coverage study to show gap in present system coverage. The study should include
 - a. Present coverage
 - b. Proposed coverage
 - c. The frequency band used for the analysis

- d. Latitude/longitude and center of radiation for all of the sites used in the coverage analysis
- e. The effective radiated power for each site
- f. The values of the signal levels for each of the coverage levels used in the study
- g. For loading sites, include all of the above and the following:
 - i. The area and distance the design is proposing to provide service
 - ii. Any data to support the loading need

11. Will this site be interconnected via radio frequency transmissions to any other site or sites now constructed, proposed, or anticipated? Y/N

Interconnection includes one or more radio frequency links for the purpose to provide for "back-haul" from this site to a switching center or centralized node location.

If yes, what will the method of interconnection be? _____

If yes, attach details and specifications.

12. Antenna equipment – Attach applicable specifications.

- a. Number of antennas 12 - final configuration
- b. Number of zones 3
- c. Antenna dimensions (a) 8.41" x 7.88" x 4.13"; (b) 30.8" x 16.1" x 10.8"; (c) 95.9" x 12.2" x 10.7"
(a) three (3) combo antenna/RRU Ericsson KRE105281/1/4408; (b) three (3)
- d. Antenna type, manufacturer, and model no. combo antenna/RRU Ericsson AIR6449; (c) six (6) panel JMA MX0FIT865-02
- e. Number of Radio Units 9 - final configuration
- f. Radio Unit dimensions (a) 18" x 13.2" x 9.4"; (b) 15" x 13.2" x 9.3"
- g. Radio Unit type, manufacturer, and model no. (a) Ericsson 4449; (b) Ericsson 8843
- h. Transmission line or cable manufacturer and model no. (a) adding one (1) Commscope HFT1206-24SV2; (b) retaining two (2) Commscope HTC-24SM-1206-1818-APV
(a) 1 5/8"; (b) 1 5/8"
- i. Size of cables _____ Number of cables three (3)
- j. Antenna location on the tower: 100, 230, 350
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- k. GPS Antenna Y/N

If yes, provide size, dimensions, and weight:

13. Dish equipment – Attach applicable specifications

- a. Number of dishes 0 Dish dimension _____ Microwave Y/N Satellite Y/N
- b. Dish type, manufacturer and model no. _____
- c. Transmission line or cable manufacturer and model no. _____
- d. Size of cables _____ Number of cables _____
- e. Dish location on tower: _____

Initial here _____ to indicate specifications are attached.

14. Ground equipment – Attach applicable specifications

- a. Square feet required No change - see lease

b. Inside Tower? Y / N Inside carrier's building? ☒ Y / N Outside? Y / N

c. Number of cabinets 3 Cabinet dimensions _____

d. Number of air conditioners 2 Air conditioner description _____

e. Generator on site? Y / ☒ N If yes, provide type, size, and proposed location.

f. Isolator manufacturer and model no. _____

g. Duplexer manufacturer and model no. _____

h. Filters manufacture and model no. _____

i. Controls used in addition to the transmitter/receiver cabinet(s)? Y / N

If yes, how many? _____ Manufacturer and model no. _____

Initial here _____ to indicate specifications are attached.

15. Desired date of operation: 12/16/22

16. Description of Scope of Work:

(Example: Install 3 new radio units, relocate 3 antenna, add new power plant.)

Remove 9 antennas, add 12 antennas, remove 6 radio units, add 9 radio units, add 1 hybrid cable,
add 1 OVP box to tower, remove 12 coax cables, remove 6 diplexers, remove 6 TMA's

READ CAREFULLY BEFORE SIGNING

The undersigned wireless carrier agrees and acknowledges that in addition to the \$10,000 Antenna Site Application Fee, the applicant is responsible for all costs associated with the applicant's proposed system that is to be installed on City of Green Bay property, whether or not the application results in a lease or license agreement between the City and the wireless carrier.

Costs may include, but are not limited to, the following:

1. Interference analysis and inter-modulation study by the Engineering/Communications Consultant of the City.
2. Review of construction plans by the Engineering/Communications Consultant of the City.
3. Review of agreement by the City's attorney.
4. Inspection time by the Engineering/Communications Consultant of the City.
5. Site Coordination of any items (examples: antennas or utilities) performed by the City or its Engineering/Communications Consultant.
6. Surveying, if required.
7. Utility service by local utilities to bring or upgrade electrical or telephone service to the property for the use by the applicant.
8. All required permitting and licensing fees.

A certified check in the amount of \$10,000 will be required at the time of submittal of the installation plans. These escrow funds will be used by the City to pay the costs, as described above, Green Bay Water Utility incurs related to the proposed project. Unused escrow funds will be returned to the wireless carrier at the completion of the antenna installation.

Signature of person authorized to sign for or on behalf of Wireless Carrier:

/s/ Mark Schaeve, o/b/o Insite RE, Inc., as agent for Date: 10/3/22
Verizon Wireless

Name and Title of Signer:

Name: Mark Schaeve, o/b/o Insite RE, Inc., as agent for Title: Site Acquisition Agent
(Please Print Clearly) Verizon Wireless

Checks are to be made payable to: CITY OF GREEN BAY WATER UTILITY

EXHIBIT E

FORM OF ANTENNA SITE SERVICE NOTICE

[Attached]



Green Bay Water Utility

631 S. ADAMS - P.O. BOX 1210
Green Bay, WI 54305-1210

920-448-3480
FAX 920-448-3486

Date Received by
Water Utility

ANTENNA SITE SERVICE NOTICE

Water Tower Site Name and Address: _____

Wireless Carrier: _____

1. Name of Service Company: _____

2. Address: _____

3. Contact person for Carrier: _____ Telephone: _____

Mobile: _____ Email: _____

4. Technical Site Advisor : _____ Telephone: _____

Mobile: _____ Email: _____

5. Proposed Radio Band: _____

6. Propose Radio Frequency(s): _____

7. Type of Service Request (supply service ticket # if available) _____

8. List all personnel to be on site during service (attached copy of driver's license or US identification):

A. _____

B. _____

C. _____

D. _____

E. _____

9. Antenna equipment – Attach applicable specifications

- A. Number of antennas _____
- B. Number of zones _____
- C. Antenna dimensions _____
- D. Antenna type, manufacturer and model no. _____
- E. Number of Radio Units _____
- F. Radio Unit dimensions _____
- G. Radio Unit type, manufacturer and model no. _____
- H. Transmission line or cable manufacturer and model no.

- I. Size of cables _____ Number of cables _____
- J. Antenna location on the tower:

(N, S, E, W, NE, etc. or specify the exact antenna azimuths)
- K. GPS Antenna Y / N (Circle One)
- If yes, provide Dimensions and Weight:

10. Dish equipment – Attach applicable specifications

- A. Number of dishes _____ Dish dimensions _____ Microwave Y / N (Circle One) Satellite Y / N (Circle One)
- B. Dish type, manufacturer and model no.

- C. Transmission line or cable manufacturer and model no.

- D. Size of cables _____ Number of cables _____
- E. Dish location on tower: _____
- Initial here _____ to indicate specifications are attached.

11. Ground equipment – Attach applicable specifications

- A. Square feet required _____

B. Inside Tower Y / N (Circle One) Inside Lessee building Y / N (Circle One) Outside Y / N (Circle One)

C. Number of cabinets _____ Cabinet dimensions

D. Number of air conditioners _____ Air conditioner description

E. Generator on site Y / N (Circle One) If yes, provide type, size and where to be located.

F. Isolator manufacturer and model no. _____

G. Duplexer manufacturer and model no. _____

H. Filters manufacturer and model no. _____

I. Controls used in addition to the transmitter/receiver cabinet(s) Y / N (Circle One)

If yes, how many? _____ Manufacturer and model no. _____

Initial here _____ to indicate specifications are attached

12. Desired date of operation: _____

13. Description of Scope of Work (Example: Diagnose and repair 3 radio head units; replace nonfunctioning antenna with same model)

[Signature Required Below]

Service Company Representative _____ Date: _____

Print Name _____

EXHIBIT F

**CERTIFICATES OF INSURANCE
AND POLICY ENDORSEMENTS**

[To be attached in accordance with Section 9.3.1 of this Agreement]



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: LM Insurance Corporation	33600
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570104334567**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			TB2691550588143	06/30/2023	06/30/2024	EACH OCCURRENCE	\$3,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000
	☒ XCU Coverage is Included						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$3,000,000
☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$6,000,000	
☐ OTHER:							PRODUCTS - COMP/OP AGG	\$3,000,000
A	AUTOMOBILE LIABILITY			AS2-691-550588-123	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
A	☒ ANY AUTO			AOS	06/30/2023	06/30/2024	BODILY INJURY (Per person)	
A	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY			NH - Primary	06/30/2023	06/30/2024	BODILY INJURY (Per accident)	
				TL2-691-550588-183			PROPERTY DAMAGE (Per accident)	
				NH - Excess				
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	☐ DED ☐ RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA569D550588093	06/30/2023	06/30/2024	☒ PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	AOS	06/30/2023	06/30/2024	E.L. EACH ACCIDENT	\$1,000,000
				WC5691550588083			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				WI, MN			E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Verizon Wireless Site Name: Huron WT; Contract No. 25253; MDG# 5000011780; Site Address: 720 South Huron Road, Green Bay, WI 54311. City of Green Bay and its officers, officials, agents and employees are included as Additional Insured with respect to the General Liability and Automobile Liability policies. Where permitted by law, the Named Insured parties listed herein waive all rights against the City of Green Bay and its officers, officials, agents and employees listed herein for recovery of damages to the extent these damages are covered by the above-referenced workers' Compensation policy and, as further limited by written contract between the parties.

CERTIFICATE HOLDER**CANCELLATION**

City of Green Bay 631 South Adams Street Green Bay WI 54305 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>



THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Policy Number TB2-691-550588-143
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MOTOR TRUCK CARGO COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRINTERS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK
WAREHOUSEMAN'S LEGAL LIABILITY COVERAGE PART

We will not cancel or non-renew this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation, non-renewal or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 30 days before the effective date of the cancellation, non-renewal or reduction if we cancel or reduce the insurance afforded by this policy for any other reason.

NAME

ADDRESS

Per schedule on file with the Company

Per schedule on file with the Company

Policy Number: AS2-691-550588-123

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule	
Name of Other Person(s)/ Organization(s):	Email Address:
Per Schedule on file with the Company	Per Schedule on file with the Company

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B.** This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):

Email Address:

Per Schedule on file with
Verizon Communications, Inc.

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-69D-550588-093

Effective Date

Premium \$

Issued to Verizon Communications Inc.

Endorsement No.

EXHIBIT G

FORM OF MEMORANDUM OF AGREEMENT

[Attached]

**MEMORANDUM OF WATER TOWER
LICENSE AGREEMENT**

THIS MEMORANDUM OF WATER TOWER LICENSE AGREEMENT (“**Memorandum**”) is by and between the City of Green Bay, a Wisconsin municipal corporation acting in its capacity as a municipal water utility (“**Green Bay**”) and Cellco Partnership, a Delaware partnership, d/b/a Verizon Wireless (“**Licensee**”).

RECITALS

- A. Green Bay owns certain real property located at 720 South Huron Road in the City of Green Bay, Brown County, Wisconsin, legally described on **Exhibit 1**, (“**Property**”) on which Green Bay maintains a water tower (“**Tower**”).
- B. Green Bay and Licensee entered into an Amended and Restated Water Tower License Agreement (“**Agreement**”) dated _____, 2024 (“**Effective Date**”) for the purpose of allowing Licensee to install and maintain certain telecommunications equipment on the Tower and within an approximately 924-square foot portion of the Property.
- C. This Memorandum is being recorded to place third parties on notice of the Agreement and of certain rights and obligations of Green Bay and Licensee thereunder, which are summarized below.

NOW, THEREFORE, Green Bay and Licensee acknowledge the following:

- 1. **Land Space.** Subject to the provisions of the Agreement and for the duration of its term, Green Bay licenses to Licensee the portion of the Property legally described on **Exhibit 1** (the “**Land Space**”).
- 2. **Term.** The initial term of the Agreement is for a period of five years commencing on the Effective Date. Licensee has the option to renew and extend the Agreement for four additional terms of five years each, upon the terms and conditions set forth in the Agreement.
- 3. **Prior Leases.** The Agreement supersedes and replaces all prior leases between Green Bay and Licensee or their predecessors in interest with respect to the Property, including the Water Tower Lease Agreement by and between Green Bay and PrimeCo Personal Communications, L.P. dated June 10, 1997. To the extent that any Memorandum of Agreement was recorded with respect to any such prior lease, it is hereby released of record.

RETURN TO:

James C. Remington
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

P.I.N.

Pt. 21-172-1

4. **Agreement Controlling.** This Memorandum is only a summary of some of the terms and conditions of the Agreement and is not intended to amend, alter, modify, abrogate, substitute, or otherwise affect any of the terms or conditions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Green Bay and Licensee have executed this Memorandum of Agreement as of the date of the last signature below.

City of Green Bay, Wisconsin

acting in its capacity as a municipal water utility

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above named _____ (name), _____ (title) of the City of Green Bay, Wisconsin, to me known to be the person who executed the foregoing Memorandum of Agreement and acknowledged the same.

Print or Type Name: _____

Notary Public, State of Wisconsin

My Commission: _____

[Additional Signature Page Follows]

[Signature Page to Memorandum of Agreement]

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above named _____ (name), the _____ (title) of Cellco Partnership, a Delaware partnership d/b/a Verizon Wireless, to me known to be the person who executed the foregoing Memorandum of Agreement and acknowledged the same.

Print or Type Name: _____

Notary Public, State of _____

My Commission: _____

This instrument drafted by:

Atty. Julia K. Potter
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53701-0927

EXHIBIT 1
TO MEMORANDUM OF AGREEMENT

Property

The Northerly 340.0 feet of the Easterly 400.0 feet of the Northeast 1/4 of the Northwest 1/4, Section 11, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin; EXCEPTING THEREFROM that part previously dedicated for street purposes.

Land Space

Being a part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Eleven (11), Township Twenty-Three (23) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 924 square feet (0.021 acres) of land and being described by:

Commencing at the North Quarter Corner of said Section 11; thence N89°-04'-40"W 289.96 feet along the north line of the NW1/4 of said Section 11; thence S00°-55'-20"W 251.71 feet to the point of beginning; thence S89°-04'-40"E 28.00 feet; thence S00°-55'-20"W 33.00 feet; thence N89°-04'-40"W 28.00 feet; thence N00°-55'-20"E 33.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

HURON WT/P1985646/Felipe Martinez Review Approved 5-9-24/VZ ED to sign.

Final Audit Report

2024-05-10

Created:	2024-05-09
By:	Felipe Martinez (felipe.martinez@verizonwireless.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk36Hx9qgieHV5UR-6s5vDjay9DrVeNlx

"HURON WT/P1985646/Felipe Martinez Review Approved 5-9-24/VZ ED to sign." History

-  Document created by Felipe Martinez (felipe.martinez@verizonwireless.com)
2024-05-09 - 6:00:09 PM GMT- IP address: 69.78.1.237
-  Document emailed to jacque.vallier@verizonwireless.com for signature
2024-05-09 - 6:02:11 PM GMT
-  Email viewed by jacque.vallier@verizonwireless.com
2024-05-09 - 6:02:18 PM GMT- IP address: 66.102.6.198
-  Signer jacque.vallier@verizonwireless.com entered name at signing as Jacque Vallier
2024-05-10 - 1:49:03 AM GMT- IP address: 174.192.66.133
-  Document e-signed by Jacque Vallier (jacque.vallier@verizonwireless.com)
Signature Date: 2024-05-10 - 1:49:05 AM GMT - Time Source: server- IP address: 174.192.66.133
-  Agreement completed.
2024-05-10 - 1:49:05 AM GMT



Green Bay Water Commission

MEMORANDUM

DATE: June 24, 2024
TO: Green Bay Water Commission
FROM: General Manager Brian Powell
RE: PFAS Conceptual Treatment Study

Green Bay Water proposes to obtain Donohue & Associates to perform a high level PFAS Conceptual Treatment Study for \$69,860.

Recently the EPA set new Maximum Contaminant Levels (MCLs) for six PFAS compounds. The new MCLs for PFOA & PFOS are 4 parts per trillion (ppt). We have been conducting PFAS sampling since 2018 and have been seeing concentrations for PFOA & PFOS consistently around 2 ppt, half of the new MCLs. We desire an engineering study to proactively determine the requirements to treat PFAS if our water concentrations rise closer to or exceed the new MCLs. The study will determine what our best treatment option would be along with associated construction & operating costs and timeframe to implement.

This study was not in our 2024 budget but are confident that we have the funds to move forward with this study. The study will take approximately 6 months to complete.



Green Bay Water Commission

MEMORANDUM

DATE: June 24, 2024
TO: Green Bay Water Commission
FROM: General Manager Brian Powell
RE: Solar Options at Lake Station

Green Bay Water proposes to select the “Area A” option from the attached Donohue & Associates Lake Station Solar Options power point. This solar option would be 0.43 acres in size and contained to our existing property with an energy offset of 1.5%. The cost of this option would be \$360,000 but with incentives our net cost is approximately \$120,000. The estimated annual savings are \$11,381 and would have a 9.4-year payback.

The solar project would be in conjunction with our Additional Generation & Electrical Upgrades Project at the Lake Station. The generator and switchgear upgrades would be constructed in a way that would allow for any solar option addition in the future.

June 24, 2024

Green Bay Water Utility Lake Station Solar Options Review Meeting

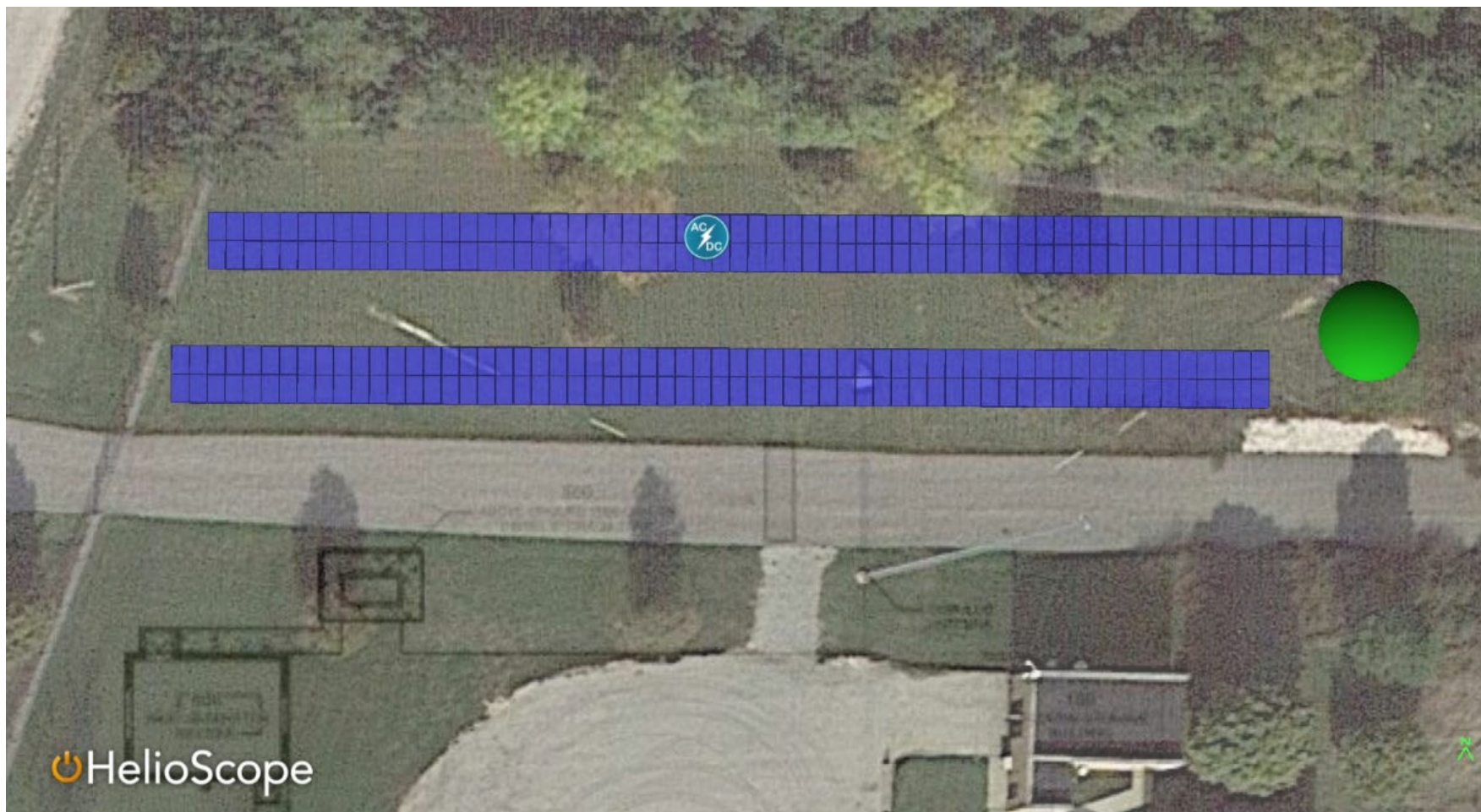
Solar Generation by Area Key



Design criteria:

- 500W VSUN solar Modules
- 50-110kW solar inverters
- Fixed Mount Racking at 30 Degrees
- 16' row spacing

Area A: 124kWAC / 110kWDC



Area A

124 KW DC / 110 kW AC

Annual Solar Production: 176,600 kWh

Energy Offset: 1.5%

Approximate Area: .43 Acres

Est. Cost: \$360,000 (\$2.90/W-DC)

Potential Incentives: \$108,000

Interconnection Incentive: \$125,400

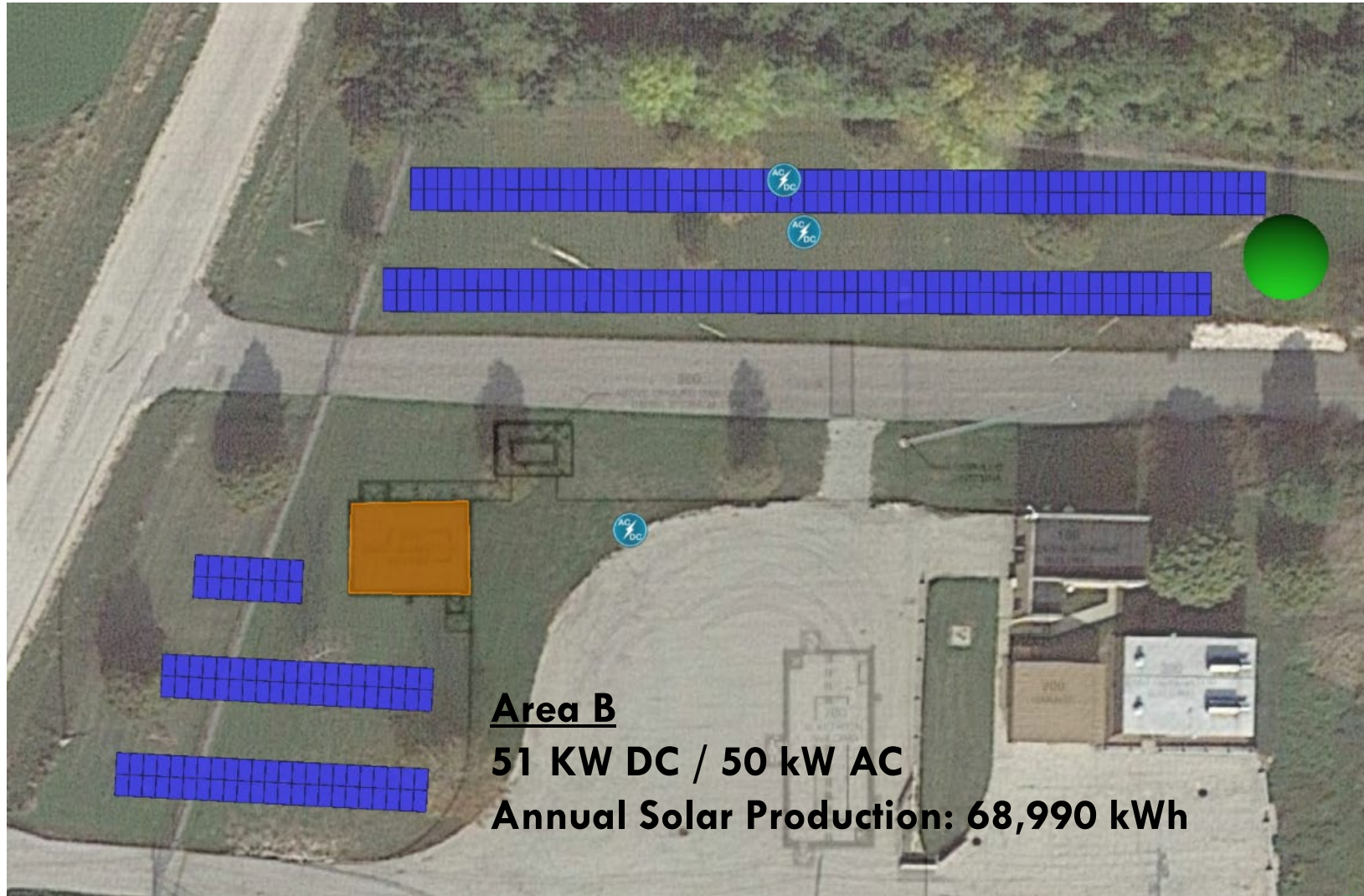
Potential FOE PV incentive = \$6,200

Net PV System Cost: \$120,400

Estimated Annual Savings: \$11,381

Payback: 9.4 years

Area A + B: 175kWDC / 150kWAC



Area B

51 KW DC / 50 kW AC

Annual Solar Production: 68,990 kWh

Area A + B

175 KW DC / 150 kW AC

Annual Solar Production:

235,500 kWh

Energy Offset: 2%

Approximate Area: .65 Acres

Est. Cost: \$489,000(\$2.79/W-DC)

Incentives: \$147,000

Interconnection Incentive:

\$125,400

Potential FOE PV incentive =

\$8,750

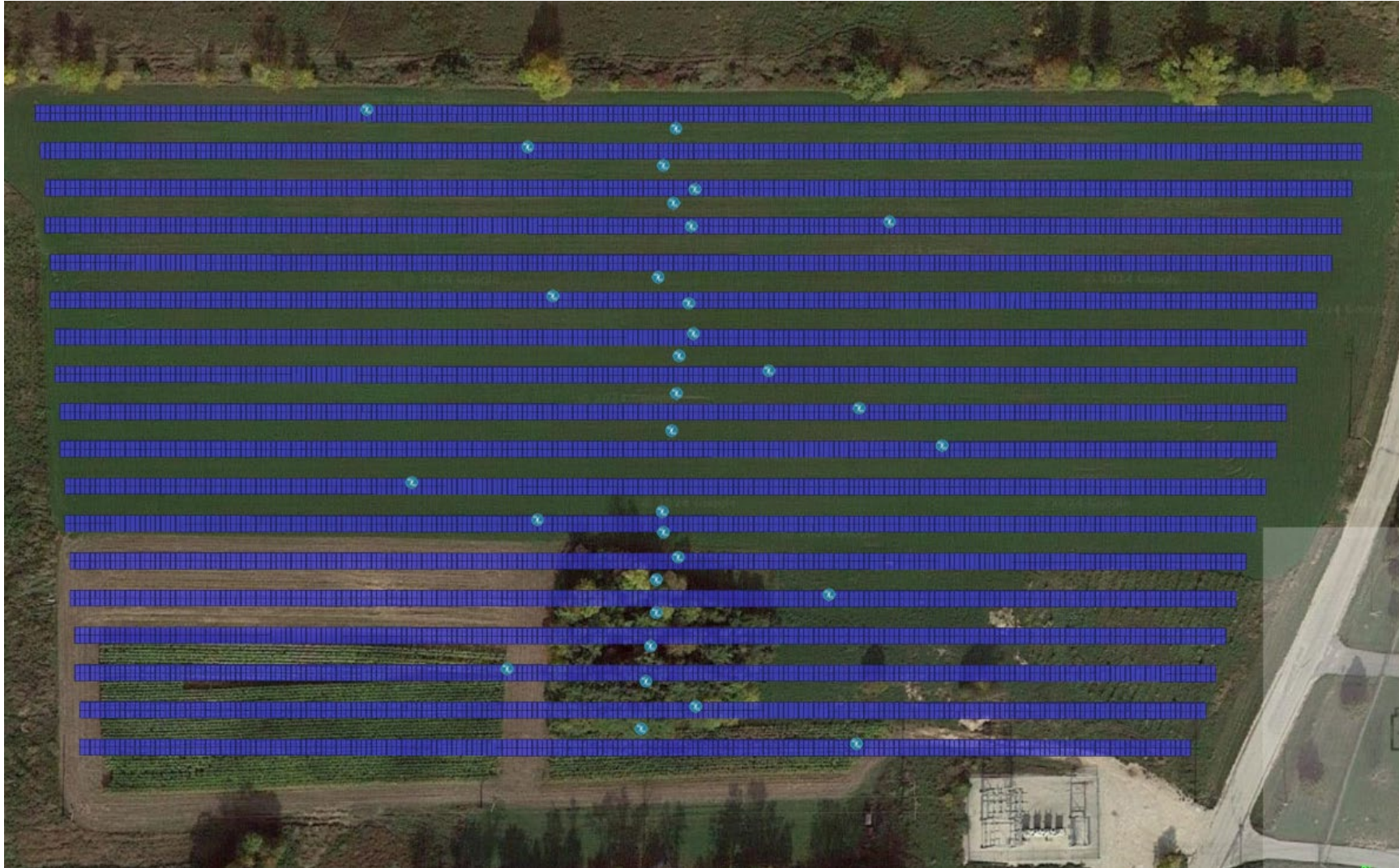
Net PV System Cost: \$207,850

Estimated annual savings:

\$14,950

Payback: 12.1 years

Area C: 4,380kWDC / 3,520kWAC



Area C

4,380 KW DC / 3,520 kW AC

Annual Solar Production:

6,036,000 kWh

Energy Offset: 51%

Approximate Area: 10.52 Acres

Est. Cost:\$11,109,000

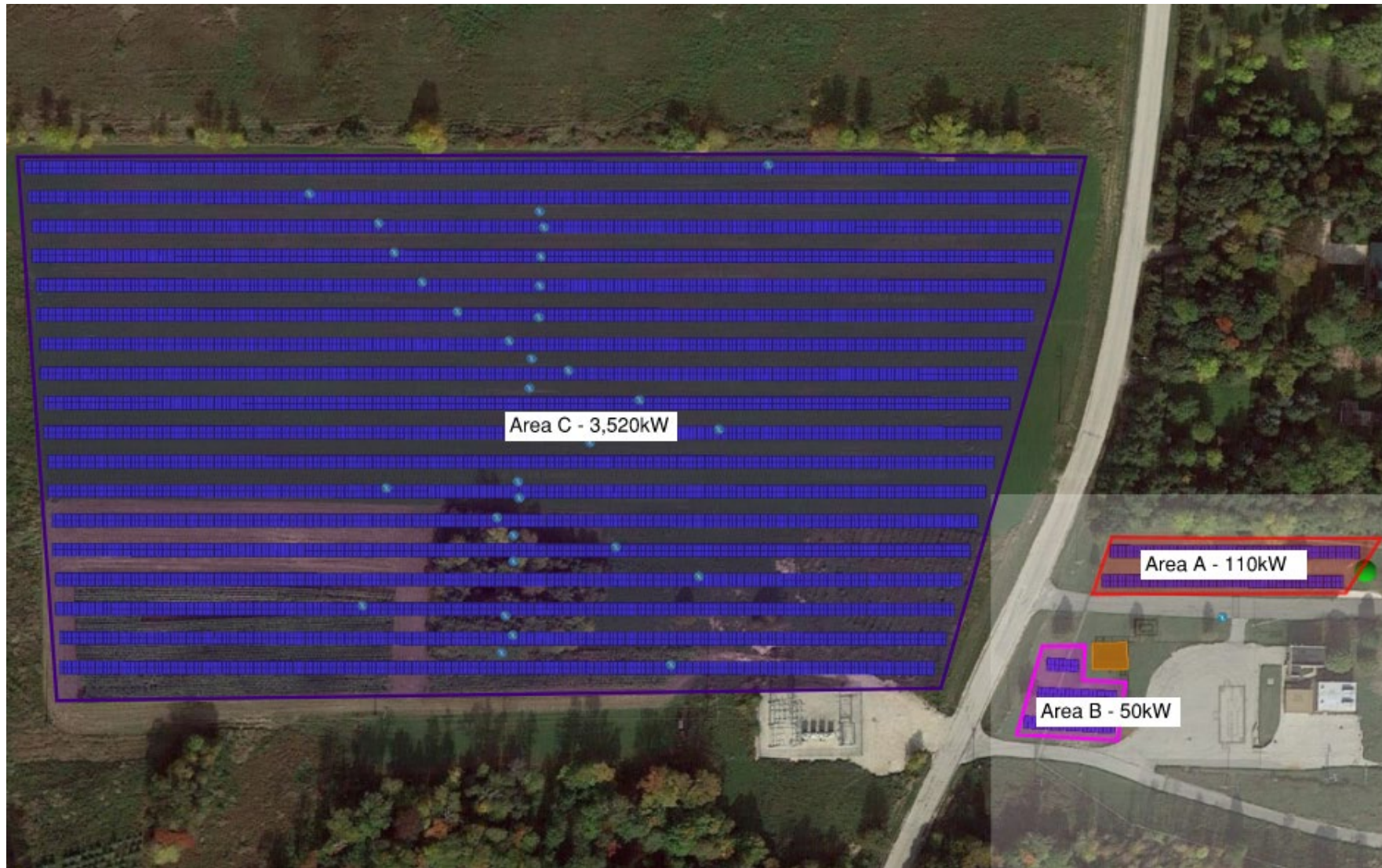
Incentives: \$3,332,700

Net PV System Cost: \$7,776,300

Payback: 17.5 years

***Assume \$10,000 per acre for
land acquisition**

Total system A+B+C: 4,550kWDC / 3,740kWAC



Area A+B+C

4,550 KW DC / 3,740 kW AC

Annual Solar Production:

6,333,300 kWh

Energy Offset: 53.6%

Approximate Area: 11.17 Acres

Est. PV Cost: \$11,600,000

Incentives: \$3,480,000

Net PV System Cost: \$8,120,000

816kW/3,244kWH BESS

Est. Installed cost: \$1,720,000

Incentive:\$516,000

Net BESS cost: \$1,204,000

Est. PV+BESS: \$13,320,000

Potential Incentive: \$3,996,000

Net PV+BESS= \$9,324,000

17.5 year payback

100% Energy Offset PV system size



8,930 KW DC / 7,150 kW AC
Annual Solar Production:
12,300,000 kWh
Energy Offset: 104.16%
Approximate Area: 22.35 Acres

Est. Cost: \$22,160,000
Potential Incentives: \$6,648,000
Net PV System Cost: \$15,512,000
Payback: 19 years

***Assume \$10,000 per acre for
land acquisition**

Solar Generation Summary

Solar Generation Summary					
	Area A	Area A+B	Area C	Total A+B+C	100% Offset
System Size DC (kW)	124	175	4,380	4,550	8,930
System Size AC (kW)	110	150	3,520	3,740	7,150
DC/AC ratio	1.13	1.17	1.24	1.22	1.25
Annual Solar Production kWh	176,600	235,500	6,036,000	6,333,000	12,300,000
kWh/kWp	1424	1345.7	1378.4	1390.7	1378.3
Solar Inverter	(1) SolarEdge 110kW	(3) 50kW Solectria	(32) SolarEdge 110kW	(34) SolarEdge 110kW	(65) SolarEdge 110kW
Module VSUN 500 qty	248	350	8758	9108	17,852
Land Area	0.43 Acres	0.65 Acres	10.52 Acres	11.17 Acres	22.358
Energy Offset from 2023	1.50%	1.99%	51.11%	53.63%	104.16%
On Peak Energy (kWh)	121,270	159,857	4,136,605	4,340,235	8,430,903
Off Peak Energy (kWh)	55,723	73,446	1,899,309	1,992,821	3,871,749
Total Solar Energy (kWh)	176,993	233,303	6,035,914	6,333,056	12,302,652
BESS	N/A	N/A	N/A	816 kW / 3244 kWh	N/A**
Estimated cost (+20%)	\$360,000	\$489,000	\$11,109,000	\$13,320,000	\$22,160,000
Potential Incentives	\$239,600	\$281,150	\$3,332,700	\$3,996,000	\$6,648,000
Net Estimated cost	\$120,400	\$207,850	\$7,776,300	\$9,324,000	\$15,512,000
Estimated Annual Savings	\$11,381	\$14,952	\$393,163	\$413,598	\$660,546
Payback	9.5 Years	12 Years	17.5 Years	17.5 Years	19 years

2023 Energy Usage	
On Peak Energy (kWh)	5,216,642
Off Peak Energy (kWh)	6,592,570
Total Solar Energy (kWh)	11,809,212

** With BESS, payback increases to 19.5 years with an annual savings of approximately \$820,768



Green Bay Water Commission **GENERAL MANAGER UPDATE**

DATE: June 24th, 2024
TO: Green Bay Water Commission
FROM: Brian Powell, P.E., General Manager, Green Bay Water
RE: General Manager Update

General Manager Brian Powell will provide the commission with updates on the following initiatives within our organization:

1. Rate Case Update
2. CISA (Cybersecurity and Infrastructure Security Agency) – Assessment
3. Strategic Planning Update
4. Workforce Report
 - a. Upcoming Changes
 - i. Billing Assistant (Part-Time)