



AGENDA OF THE COMMON COUNCIL

TUESDAY, FEBRUARY 4, 2025, 6:00 PM

In person at City Hall, Room 203 - Council Chambers.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. Join Zoom Meeting Online:
<https://us02web.zoom.us/j/89274696903>

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) and submit by 4:30 PM on Council meeting day. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. January 21, 2025.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Ordinances - Second Reading for Adoption.

- I. Zoning Ordinance No. 01-25
An ordinance rezoning property located at 501 S. Washington Street (Parcel 15-169) from Public Institutional to Downtown One (ZP 24-52).

2. Zoning Ordinance No. 03-25
An ordinance zoning certain land located at 1835 S Ridge Road and 1820 Frank Street as a Planned Unit Development District (ZP 24-40).
3. Zoning Ordinance No. 02-25
An ordinance zoning certain land located at the northeast corner of 1835 S Ridge Road as a Planned Unit Development District (ZP 24-41).
4. General Ordinance No. 01-25
An ordinance repealing part to Section 44-82(2)d, Green Bay Municipal Code, relating to Zoning Amendment Protest Petitions.
5. General Ordinance No. 02-25
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.
6. General Ordinance No. 19-24
An ordinance amending Section 40-54 and 40-55, Green Bay Municipal Code, relating to Municipal Parking.

J. Report of the Improvement & Services Committee (January 29, 2025).

1. To approve the request by downtown YMCA and grant the exemption for 2025 to allow one employee to park their vehicle in the loading zone on Jefferson Street between 3 AM and 5 AM to open YMCA facility each day with the exception of snow emergencies.
2. To approve the request by Department of Public Works to amend the City of Green Bay Traffic Calming Policy.
3. To approve the request by Department of Public Works to amend the Sanitary Sewer Credit for Clear Water billing policy.
4. To approve the request by New Land Enterprises to obtain a Revocable Occupancy Permit allowing the temporary installation of a camera on the Cherry Street Ramp stair tower rooftop and to authorize the Mayor and City Clerk to execute the permit.
5. To approve the request by Shipyard District to install streetlight pole banners on City and WPS owned streetlight poles in the Shipyard District subject to the execution of a Hold Harmless Agreement and submittal of appropriate insurance and to authorize the Mayor and City Clerk to execute the Agreement.
6. To approve the request by Department of Public Works to enter into a Sponsorship Agreement with the Midwest Renewable Energy Association for the purpose of promoting the Grow Solar Green Bay-Fox Valley Group Buy Program.
7. To approve the request by Department of Public Works to enter into a Professional Services Agreement with Ayres and Associates for design, bidding assistance, and construction inspection services for the East Mason Street project. The cost for design is \$72,437, bidding assistance is \$3,247, and construction inspection is \$84,178, totaling \$159,862.

8. To approve the request by Department of Public Works to enter into a Sponsorship Agreement with Rooted In, Inc. to promote the Energize Green Bay campaign.
9. To approve the request by Department of Public Works to enter into a Professional Services Agreement with Oneida Nation of Wisconsin. Oneida Nation of Wisconsin will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.
10. To approve the request by Department of Public Works to enter into a Professional Services Agreement with Aaron Renier. Aaron Renier will be working with the City of Green Bay's Energize Green Bay campaign on visual artwork and illustration related to public outreach envisioned by the Clean Energy Green Bay plan.
11. To approve the request by Department of Public Works to enter into a Professional Services Agreement with the Einstein Project. The Einstein Project will be working with the City of Green Bay's Energize Green Bay campaign on projects related to public outreach envisioned by the Clean Energy Green Bay plan.
12. To approve the request by Department of Public Works to enter into a Professional Services Agreement with We All Rise African American Resource Center. We All Rise will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.
13. To approve the request by Department of Public Works to enter into a Professional Services Agreement with NeighborWorks Green Bay for Project: Energize Green Bay; an electrification campaign of the City of Green Bay.
14. To approve the request by Department of Public Works to enter into an agreement with Wisconsin Department of Natural Resources (WDNR) for the implementation of the Fox River Area of Concern (AOC) Tank Farm Marsh project and to enter into a Professional Services Agreement with GEI Consultants, Inc. to perform the construction oversight in the amount of \$225,000.
15. To approve the request by Department of Public Works Parking Division to purchase a single axle one-ton cab and chassis off the light duty state contract from Ewald's Automotive in the amount of \$51,832, which includes warranty and delivery.
16. To receive and place on file the award of a Professional Services Contract for 2025 Bridge Inspection Services to Ayres Associates in the amount of \$36,594.
17. To amend and approve the request by Department of Public Works to award Contract SEWERS 4-24 BAIRD CREEK STORMWATER RESTORATION PROJECTS to the low responsive, responsible bidder replacing "to the low responsive, responsible bidder" with "at a staff level and report the award at the next Improvement & Services Committee meeting".
18. To receive and place on file the actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Loera Concrete, LLC
- b. Bryan McEwen Concrete, LLC
- c. Dorner Equipment Sales & Service, LLC
- d. Bayside Concrete Construction
- e. Bayland Buildings, Inc.
- f. Kurowski Construction
- g. Carter Trucking & Excavating, Inc.
- h. IEI General Contractors, Inc.
- i. J&S Concrete Services, LLC

2. Tree & Brush Trimmer

- a. Consciously Fresh Tree Service, LLC
- b. A-I Tree Service, Inc.

3. Underground Sprinkler System

- a. ADC Maintenance, LLC

19. To approve the request by Department of Public Works to amend the award of professional services contracts for Native Vegetation Management at Stormwater Facilities to McMahon Associates, Inc.

K. Report of the Protection & Policy Committee (January 27, 2025).

- 1. To receive and place on file a request by Bay Family Restaurant at 1301 S. Military Ave. to temporarily extend their license premises to their parking lot April 21-27, 2025, previously held at the January 13, 2025, Protection & Policy Committee.
- 2. To deny a appeal by Merle Alexander regarding the denial of her Operator license, previously held at the October 21, 2024 Protection & Policy Committee meeting.
- 3. To deny an appeal by Sabryna Beaudoin regarding the denial of her operator's license, previously held at the December 9, 2024, Protection & Policy Committee Meeting.
- 4. To approve an original application for a Class "B" Beer and "Class C" Wine license for La Chatta, LLC at 800 Cedar St. with a license premises description as "office and dining area, dessert area."
- 5. To refer to staff to bring back to committee on an update on March 10 regarding a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.
- 6. Informational Only: Green Bay Police Department Violation Report for liquor and massage establishments.
- 7. Informational Only: Clerk's Office Liquor Licensing Report.

L. Report of the Protection & Policy Committee Granting Operator Licenses.

- 1. Operators' Licenses

M. Report of the Finance Committee. (January 28, 2025)

1. To approve the amended motion for resolutions authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$33,005,000 General Obligation Promissory Notes, Series 2025A, and the Sale of Not to Exceed \$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B, and All Related Details. Motion Passed.
2. To approve a three (3) month extension to the planning option for the development of the City-owned parcel located at 3855 Finger Road (Parcel 21-24).
3. To approve the K9 Transfer Agreement for Puma with a planned retirement date of February 1, 2025.
4. To approve the Purchase Six (6) vehicles for the City of Green Bay Fire Department off the State of Wisconsin State Contract #505ENT-M25-VEHICLES-01 for a total amount of \$359,130.00 from 2025 approved borrowing.
5. To approve that all future spending requests funded by ARPA interest earnings are directed through the Finance Committee and to receive and place on file the report of American Rescue Plan Act (ARPA) dollars generated from interest revenue.
6. To approve the 2024 Law Department Budget Carry-Over request of Legal Expenses in an amount of \$164,880.92 for anticipated litigation and other legal costs continuing through the 2025 Fiscal Year.

Common Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

N. Report of the Personnel Committee (January 28, 2025).

1. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Deputy Clerk
2. To approve the request to increase the number of annual personal days for Fire Department Battalion Chiefs and Assistant Chiefs from 3 days to 4 days.
3. To approve the 2025 labor agreement between the City of Green Bay and Green Bay Professional Police Association.
4. To approve the 2025 labor agreement between the City of Green Bay and Green Bay Police Supervisory Personnel.

O. Committee of the Whole.

1. For consideration, and possible action, on a resolution acknowledging the efforts of the Shipyard District.

P. Resolutions.

1. Resolution drawing final orders to contractors for February 4, 2025.

2. Resolution authorizing 2025 Budget Amendment / 2024 Carry-Over Request of Legal Expenses.
3. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$33,005,000 General Obligation Promissory Notes, Series 2025A, and All Related Details.
4. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B, and All Related Details.
5. Preliminary resolution declaring intent to exercise special assessment powers under section 66.0703, Wisconsin Statutes, for the installation of asphalt pavement.
6. Preliminary resolution declaring intent to exercise special assessment powers under section 66.0703, Wisconsin Statutes, for the installation of asphalt pavement.
7. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for the installation of asphalt resurfacing.
8. Resolution acknowledging the efforts of the Shipyard District.

Q. Referral of Petitions & Communications.

R. Adjournment.

- 1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 2) 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.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

ZONING ORDINANCE NO. 01-25

**AN ORDINANCE REZONING PROPERTY LOCATED AT
501 S. WASHINGTON STREET (PARCEL 15-169) FROM PUBLIC
INSTITUTIONAL TO DOWNTOWN ONE
(ZP 24-52)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcel 15-169 which is located at 501 S. Washington Street from Public Institutional (PI) District to Downtown One (D1) District:

A TRIANGULAR PIECE OF LAND WITHOUT DESIGNATION IN THE PLAT OF "ASTOR", CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE BROWN COUNTY SURVEY POINT ID NO. 41U/V-1/2; THENCE S44°39'29"W, 5014.12 FEET TO THE NORTHWEST CORNER OF BLOCK 16 OF THE PLAT OF "ASTOR"; THENCE N63°35'28"W, 80.00 FEET TO THE WEST LINE OF S. ADAMS STREET AND THE POINT OF BEGINNING; THENCE S26°23'22"W, 269.89 FEET ALONG SAID WEST LINE TO THE EAST LINE OF S. WASHINGTON STREET; THENCE N04°48'57"E, 290.26 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF CHICAGO STREET; THENCE S63°35'28"E, 106.73 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

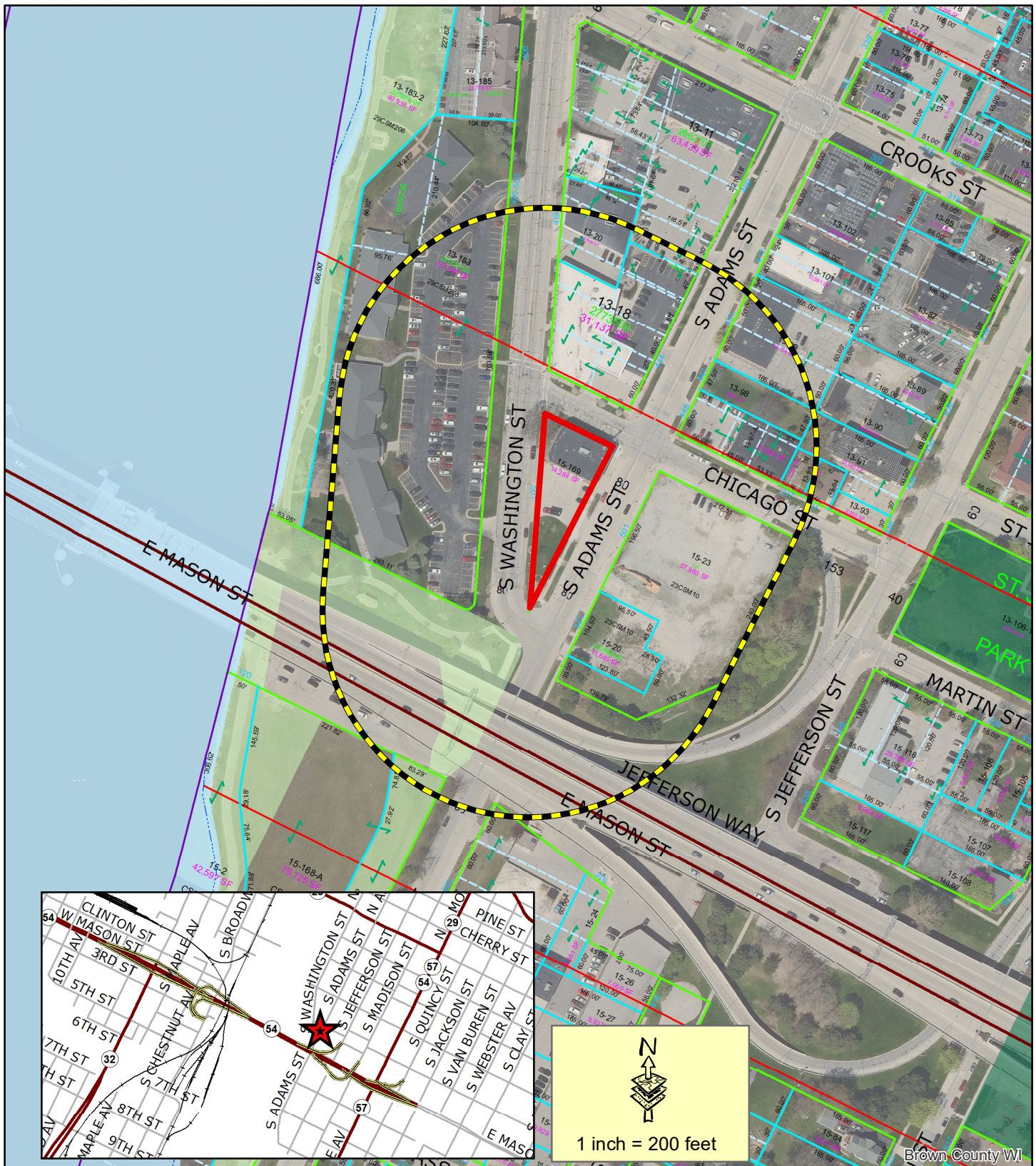
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

dm
Attachment – Map



-  Subject Area
-  200' Property Owner Notice

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Zoning Petition (ZP 24-52)

Rezone at 501 S. Washington St. from Public Institutional (PI) to Downtown One (D1)



ZONING ORDINANCE NO. 03-25

AN ORDINANCE ZONING CERTAIN LAND LOCATED AT 1835 S RIDGE ROAD AND 1820 FRANK STREET AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 24-40)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property, as shown on Exhibit A - Location Map:

Part of Lot 16, C.L.A. Tank's Subdivision of Private Claim 12 and of the Northerly 1/2 of Private Claim 13, West Side Fox River, Brown County, Wisconsin, all of Volume 3, Certified Survey Maps, Page 553, Map No. 955, Document No. 732307, Brown County Records, and Part of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road and the point of beginning; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Avenue; thence S64°07'51"E, 180.51 feet along said South right of way; thence S25°52'29"W, 66.13 feet; thence S64°07'51"E, 110.00 feet to the West right of way of Frank Street; thence S25°52'29"W, 129.98 feet along said West right of way; thence 101.42 feet along said West right of way being the arc of an 88.81 foot radius curve to the left whose long chord bears S6°50'32"E, 96.00 feet; thence S25°50'01"W, 134.26 feet to the North right of way of Lombardi Avenue; thence N64°03'59"W, 320.75 feet along said North right of way; thence N16°23'16"W, 28.48 feet along a highway vision corner to the point of beginning.

Planned Unit Development area contains 120,882 square feet / 2.78 acres, more or less.

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit housing with convenient access to commercial facilities as well as the

promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.

- B. Development Site. The area included within this PUD consists of all land described above, currently part of Parcel 1-1423 and 1-2193. A Land Division is required to create a new parcel, as described above, for this PUD to be in effect. A PUD amendment shall be required for any future changes that do not comply with this PUD.

1. Building A is considered the commercial building along the Lombardi Avenue frontage. This building is approximately 31,000 square feet.
2. Building B is considered the mixed-use building at the corner of S. Ridge Road and Thorndale Street. This building is approximately 12,000 square feet.

- C. Land Use Regulations. The principal and accessory land uses which may be established shall be compliant with uses allowed in the Downtown (D) zoning district, with the exceptions of the prohibited uses listed in Section D of this ordinance. A PUD amendment is required for any additional uses. Additionally, the uses shall be as follows:

1. Building A, All Floors: All uses listed in this ordinance
2. Building B, First Floor: All uses listed in this ordinance
3. Building B, All Upper Floors: Multi-Family Residential uses only

- D. Prohibited Uses. All below land uses shall be considered prohibited uses within this PUD:

1. Live-Work Units
2. Rooming House, Boarding House, Shelter Facility
3. Community Living Arrangement
4. Convent, Monastery, Seminary
5. Nursing Home, Assisted Living
6. Transitional Living Facility
7. All Educational Uses listed in Table 44-5
8. All Institutional and Civic Uses listed in Table 44-5
9. All Public Service and Utility Uses listed in Table 44-5
10. All Drive-Through Facilities
11. Funeral Home
12. Small Appliance Repair Services
13. Currency Exchange
14. Pawnshop
15. All Vehicle Service Uses listed in Table 44-5

- E. Dimensional and Area Requirements. Dimensional and area requirements for

principal structure on the subject property shall generally comply with Exhibit B and be regulated as follows:

1. Setbacks. Setbacks shall be as follows:
 - a. Lombardi Frontage Setback: No building setback is required along this frontage. The maximum setback is 10 feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
 - b. Ridge Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
 - c. Thorndale Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line. Vision triangle shall be maintained at all intersections.
 - d. Frank Frontage Setback: No building setback is required along this frontage. The maximum setback is five (5) feet from the property line. The parking setback/buffer is a minimum of five (5) feet from the property line.
 1. A 10-to-20-foot landscaped buffer is required west of the pedestrian right-of-way. If this right-of-way is expanded, the minimum landscape buffer area is 10 feet. This buffer area shall comply with Section 44-1964 of Green Bay Municipal Code.
2. Impervious surface shall not exceed 90%.
3. All other dimensional and area provisions, including accessory buildings, shall be regulated under the Downtown (D) Zoning District.

F. Architectural Design Standards. All building elevations shall substantially comply with Exhibit C and subject to the following requirements:

1. Building A shall not exceed 64 feet in height. Building B shall not exceed 53 feet in height.
2. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
3. Exterior Materials. Building materials should be durable and appropriate for the district.
 - a. Exterior building façades shall be predominately:
 - i. Brick or brick veneer
 - ii. Stone or stone veneer
 - iii. Glass windows and doors

- b. The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 20% any façade:
 - i. Concrete panels
 - ii. Decorative or split-face block
 - iii. Architectural/decorative metals
 - iv. Wood or wood composite
 - v. Cementous panels/siding or stucco
 - c. The following materials are prohibited exterior building façade materials:
 - i. Smooth face or non-decorative block
 - ii. Asphaltic, fiberglass, vinyl or metal siding
 - iii. Non-decorative metal panels or corrugated metal
 - iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood
 - v. Imitation/"fake" brick or stone and gravel aggregates
- G. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:
 - 1. Driveway locations must match those on Exhibit B. Relocation shall be approved by the Director of Public Works.
 - 2. Driveway throat length of 18 feet shall be maintained throughout the site.
 - 3. A 5-foot setback/buffer is required for all parking areas from the property line. This buffer area shall comply with Section 44-1964(2) of Green Bay municipal code.
 - 4. Building B shall be provided underground with a minimum of 24 stalls, either underground or surface stalls.
 - 5. Total parking on site shall be a minimum of 80 stalls.
- H. Signage. All signs on the subject property shall conform to the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Downtown (D) Zoning District.
- I. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- J. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.

- K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered Downtown (D) Zoning District.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

sh:

Attachments:

Exhibit A - Location Map

Exhibit B – Site-Building Layout

Exhibit C - Conceptual Plans

ZONING ORDINANCE NO. 02-25

AN ORDINANCE ZONING CERTAIN LAND LOCATED AT THE NORTHEAST CORNER OF 1835 S RIDGE ROAD AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 24-41)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property, as shown on Exhibit A - Location Map:

Part of Lot 1, Block 5, of Thorndale Subdivision, Volume 8, Plats, Page 42, Document No. 499151, Brown County Records, all in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument No. 40 Y/Z-14/15(1); thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument No. 40Y/Z-14/15, being an angle point on the Centerline of Private Claim 13, WSFR, located at the intersection of the centerline of Lombardi Ave and Ridge Road; thence N26°49'26"E, 80.49 feet along the centerline of Ridge Road; thence S63°10'33"E, 38.10 feet to the East right of way of said Ridge Road; thence N21°01'08"E, 41.60 feet along said East right of way; thence N21°08'08"E, 50.21 feet along said East right of way; thence N26°51'01"E, 298.31 feet along said East right of way to the South right of way of Thorndale Street; thence S64°07'51"E, 180.51 feet along said South right of way to the point of beginning; thence S25°52'29"W, 66.13 feet; thence S64°07'51"E, 110.00 feet to the West right of way of Frank Street; thence N25°52'29"E, 66.18 feet along said West right of way to its intersection with said South right of way of Thorndale Street; thence N64°07'41"W, 110.00 feet along said South right of way to the point of beginning.

Planned Unit Development area contains 7,277 square feet / 0.17 acres, more or less.

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to accommodate housing with convenient access to commercial facilities, as well as the promotion of integrated land uses allowing for a mixture of residential, commercial, and public facilities along corridors and in transitional areas. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. The area included within this PUD consists of all land described above, currently part of Parcel 1-1423. A Land Division is required

to create a new parcel, as described above, for this PUD to be in effect. A PUD amendment shall be required for any future changes that do not comply with this PUD.

- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:

1. Multi-Family Residential Uses

- a. Eight (8) multi-family units are allowed. Any changes to overall unit number will require an update to this PUD.
2. Accessory uses customarily associated with multiple family dwelling including but not limited to a lobby, mail room, janitorial services, community room that may be made available to public entities, office space associated with the principal use, home occupations, childcare for residents, educational spaces for residents, outdoor gathering spaces, and other uses deemed appropriate by the Zoning Administrator.

- D. Prohibited Uses. Land uses not listed in Section C shall be considered prohibited uses within this PUD. A PUD amendment is required for any additional uses.

- E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and be regulated as follows:

1. Setbacks. Setbacks shall be established in conformity with the approved site plan. In no case shall setbacks, from all public street frontages, be less than as follows:
 - a. Front Yard Setback (Frank Street): Building setback shall be 20 feet from the property line. A five (5) foot front setback/buffer shall be required for any hardscaping related to a patio area and/or landscaping area.
 - b. Rear Yard Setback: Building setback shall be zero (0) feet from the property line.
 - c. Side Yard Setback (Thorndale Street): Building setback shall be zero (0) feet from the property line.
 - d. Interior Side Yard Setback: Building setback shall be zero (0) feet from the property line.
2. The building shall not exceed 5,822 square feet.
3. Impervious Surface shall not exceed 80%.
4. Density is allowed at a minimum of 900 square feet per dwelling unit.
5. All other dimensional and area provisions, including accessory buildings, shall be regulated under the Downtown (D1) Zoning District.

- F. Architectural Design Standards. All building elevations shall substantially comply with Exhibit C and subject to the following requirements:

1. The building height shall not exceed 52 feet and/or five (5) stories.
2. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
3. Exterior Materials. Building materials should be durable and appropriate for the district.
 - a. Exterior building façades shall be predominately:
 - i. Brick or brick veneer
 - ii. Stone or stone veneer
 - iii. Glass windows and doors
 - b. The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 20% of any façade:
 - i. Concrete panels
 - ii. Decorative or split-face block
 - iii. Architectural/decorative metals
 - iv. Wood or wood composite
 - v. Cementous panels/siding or stucco
 - c. The following materials are prohibited exterior building façade materials:
 - i. Smooth face or non-decorative block.
 - ii. Asphaltic, fiberglass, vinyl or metal siding.
 - iii. Non-decorative metal panels or corrugated metal.
 - iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
 - v. Imitation/"fake" brick or stone and gravel aggregates.

G. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and the following standards:

1. The driveway shall only lead to the underground parking area; no parking is permitted in this area.
2. The driveway shall not exceed 25 feet in width.
3. Parking shall be provided underground with a minimum of 8 stalls.

H. Signage. All signs on the subject property shall conform to the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the Varied-Density Residential (R3) Zoning District, and the following:

1. All signs shall be illuminated on the exterior. No internally illuminated signs are allowed on the property due to adjacent residential properties.

I. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.

- J. Refuse and Mechanical Equipment. All refuse shall be enclosed within the building. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered Varied-Density Residential (R3).

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

sh:

Attachments:

Exhibit A - Location Map

Exhibit B – Site-Building Layout

Exhibit C - Conceptual Plans

GENERAL ORDINANCE NO. 01-25

**AN ORDINANCE
REPEALING PART OF SECTION 44-82(2)d,
GREEN BAY MUNICIPAL CODE, RELATING TO
ZONING AMENDMENT PROTEST PETITIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Part of Section 44-82(2)d, Green Bay Municipal Code, is hereby repealed.

- d. *Public hearing.* The Common Council or the Plan Commission, upon designation by the Common Council, shall hold a public hearing with a Class 2 public notice. The notice shall be published at least two times prior to the hearing. ~~In case of a protest against such change, duly signed and acknowledged either by:~~
- ~~1. The owners of 20 percent or more of the land included in such proposed change;~~
 - ~~2. The owners of 20 percent or more of the land immediately adjacent and extending 100 feet therefrom; or~~
 - ~~3. The owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such amendment shall not become effective unless approved by a three-fourths vote of the members of the Council.~~

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

01/21/2025

GENERAL ORDINANCE NO. 02-25

**AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS to NO PARKING 7:00 AM TO 4:00 PM SCHOOL DAYS TO ALLOW STAFF PARKING FOR THE SCHOOL DISTRICT zone:

EMILIE STREET, northside in the 600 block
ELIZA STREET, southside in the 600 block

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2025.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

SAP
1/21/2025

GENERAL ORDINANCE NO. 19-24

AN ORDINANCE
AMENDING SECTION 40-54 AND 40-55,
GREEN BAY MUNICIPAL CODE,
RELATING TO MUNICIPAL PARKING

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 40-54 and 40-55, Green Bay Municipal Code, are hereby amended to read:

Sec. 40-54. - Municipal Parking System Division personnel.

The Common Council shall designate necessary Municipal Parking System Division personnel for the operation, maintenance, and enforcement of the Municipal Parking System Division. Parking Enforcement Officers, Parking Maintenance Technicians, Parking Division management, and Green Bay Police Officers shall have the power to issue citations for violations of any existing parking ordinance, resolution, or subsequent amendments thereto, and all state statutes incorporated by reference. Such citations shall be on forms prescribed by the City. The above-named personnel shall perform such other duties as prescribed by the City and be bound by such rules and regulations established by the Municipal Parking System Division. The above-described personnel shall not be police officers and shall have no police powers to arrest. The above-described personnel shall wear uniforms prescribed by the City.

Sec. 40-55. - Municipal Parking System Advisory Committee.

The City's public works commission shall serve as the Municipal Parking System Advisory Committee. The Advisory Committee shall consider Municipal Parking System issues and report its recommendations to the Common Council for final approval. Items considered by the public works commission shall include but not be limited to, location of parking meters, rates, designated hours of operation, on-street and off-street parking regulations, and other matters of importance to the operation of the Municipal Parking System Division.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

09/17/2024

GENERAL ORDINANCE NO. 19-24

AN ORDINANCE
AMENDING SECTION 40-54 AND 40-55,
GREEN BAY MUNICIPAL CODE,
RELATING TO MUNICIPAL PARKING

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 40-54 and 40-55, Green Bay Municipal Code, are hereby amended to read:

Sec. 40-54. - Municipal Parking System Division personnel.

The Common Council shall designate necessary Municipal Parking System Division personnel for the operation, maintenance, and enforcement of the Municipal Parking System Division. Parking ~~Enforcement attendants~~ **Officers, Parking Maintenance Technicians, Parking Division management, and Green Bay Police Officers** shall have the power to issue citations for violations of any existing parking ordinance, resolution, or subsequent amendments thereto, and all state statutes incorporated by reference. Such citations shall be on forms prescribed by the City. The above-named personnel shall perform such other duties as prescribed by the City and be bound by such rules and regulations established by the Municipal Parking System Division. The above-described personnel shall not be police officers and shall have no police powers to arrest. The above-described personnel shall wear uniforms prescribed by the City.

Sec. 40-55. - Municipal Parking System Advisory Committee.

~~There shall be established a~~ **The City's public works commission shall serve as the** Municipal Parking System Advisory Committee. ~~Consisting of three citizen members appointed for two year terms by the Mayor, subject to confirmation by the Common Council. The Advisory Committee shall meet from time to time and advise the Director of Public Works~~ **consider Municipal Parking System issues and report its recommendations to** the Common Council **for final approval.** ~~regarding the general operation of the Municipal Parking Systems~~ **Items considered by the public works commission shall include** but not ~~be~~ limited to, location of parking meters, rates, designated hours of operation, on-street and off-street parking regulations, and other matters of importance to the operation of the Municipal Parking System Division.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

09/17/2024



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.I

To approve the request by downtown YMCA and grant the exemption for 2025 to allow one employee to park their vehicle in the loading zone on Jefferson Street between 3 AM and 5 AM to open YMCA facility each day with the exception of snow emergencies.

BACKGROUND

This request was approved for 2024. YMCA is asking for continuation into 2025.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

None

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # J.2**

To approve the request by Department of Public Works to amend the City of Green Bay Traffic Calming Policy.

BACKGROUND

The City of Green Bay established their Neighborhood Traffic Calming Policy in 2007. This policy provides a mechanism for residents or alders to request traffic calming measures to be evaluated and potentially deployed on residential street. Recently, requests have been coming in asking for traffic calming measures to be considered on collector streets as well.

The Traffic, Bicycle, & Pedestrian Commission has been working with staff through 2024 to make revisions to the traffic calming policy. These updates provide for allowances for traffic calming on collector streets in addition to residential (local) street, provide updates to make more potential projects be considered for traffic calming, and make traffic calming measures easier to deploy around the community. The Commission recommended adopting the updated policy at their January 18, 2025 meeting.

RECOMMENDATION

To approve the updated Traffic Calming Policy.

FISCAL IMPACT

None

ATTACHMENTS

1. COGB Traffic Calming Policy January 2025 Redline Removed
2. COGB Traffic Calming Policy January 2025 Redline

City of Green Bay **Traffic Calming**



ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: March 4, 2025 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

Table of Contents

What is Traffic Calming?	4
What are Traffic Calming Measures?	4
The Traffic Calming Process	5
Step 1 — Report the Problem	5
Step 2 — Neighborhood Consensus	5
Step 3 — Data Collection	5
Step 4 — Stage 1 Traffic Calming	6
Step 5 — Follow-up Data Collection	7
Step 6 — Stage 2 Traffic Calming Study	7
Step 7 — City Council Approval	11
Prioritization	11
Pros and Cons of Stage 2 Traffic Calming	12
Traffic Calming Request Form	16
Neighborhood Petition Form	17
Appendix 1 — Traffic Calming Flow Chart	19
Appendix 2 — Point Assignment for Ranking Requests	20

What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City originally developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns; in most cases, from neighborhood residents or businesses. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions or on reconstruction projects for existing streets, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

Incorporation of traffic calming strategies or measures at the time of original street design, being proactive and not reactive, shall not need to follow Steps 1 through 6 of this Policy, but instead can be proposed as part of the initial design. Should the Department of Public Works not approve measures proposed as part of the initial design of a street, this decision may be appealed to the Improvement & Services Committee.

The Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial” streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. Data will be collected through the use of traffic road tubes at a location determined by the Traffic Engineer.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds more than 5 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

- **Driver Feedback Signs** – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

The City shall follow Step 3, Data Collection, as described on Page 5, and make every effort to collect the follow up data to as close as possible to the location of the original data collected in Step 3.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

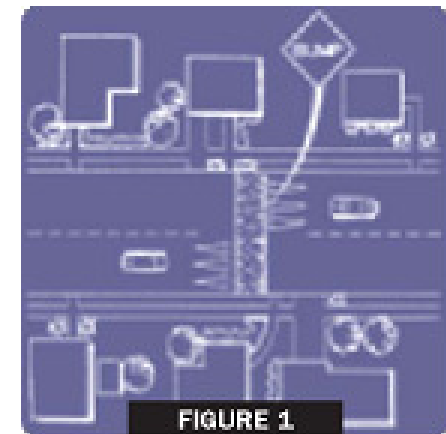
STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

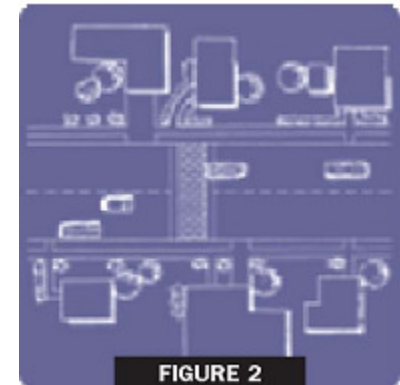
See Figure 1.



- **Speed Tables**

These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

See Figure 2.



- **Traffic Circles**

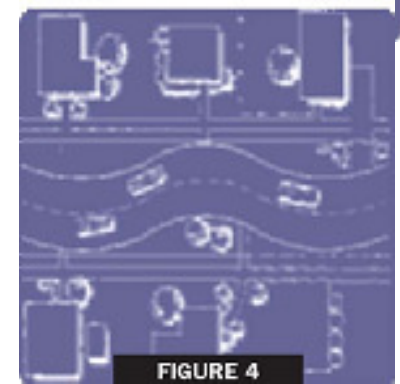
This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

See Figure 3.



- **Curb Extensions, Chokers, Chicanes**

These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street



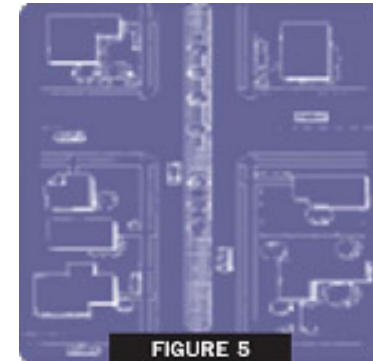
generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

See Figure 4.

- **Median Entry/Exit Islands**

These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

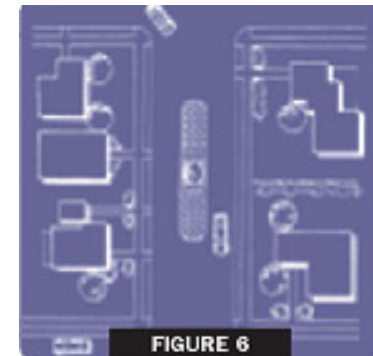
See Figure 5.



- **Mid-Block Raised Medians**

This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

See Figure 6.



- **Forced Turn Islands, Barriers, Channelization**

These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.



See Figure 7.

- **Diagonal Diverters**

These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

See Figure 8



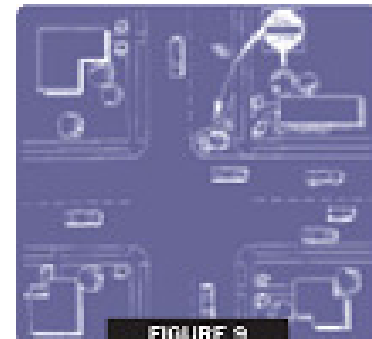
- **One-Way Streets**

This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**

These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

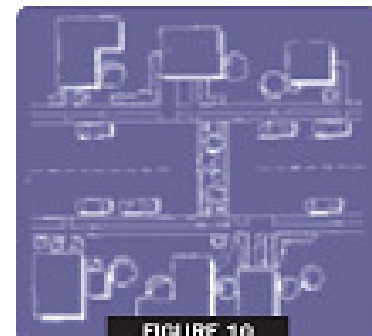
See Figure 9.



- **Street Closures and Cul-de-sacs**

This is the complete barricade or termination of a street.

See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

1. Devices shall be installed only where a minimum safe stopping distance can be provided.
2. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on an “as received” basis. The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City’s website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years.

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program.

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to "make up" for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to “make up” the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclist is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes are moderate to high. Traffic circles force drivers to the right at intersections, toward (but not into) the crosswalks, and pedestrians sometimes feel that their safety is being compromised. Residents who are used to parking in front of their homes on the street may also be impacted, as some measures require the prohibition of on-street parking. These disadvantages for various user groups need to be considered along with the recognized benefits of overall traffic speed and volume reduction that result from a traffic calming project.

- Visual Impacts, Noise Impacts and Aesthetic Concerns

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The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____ E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

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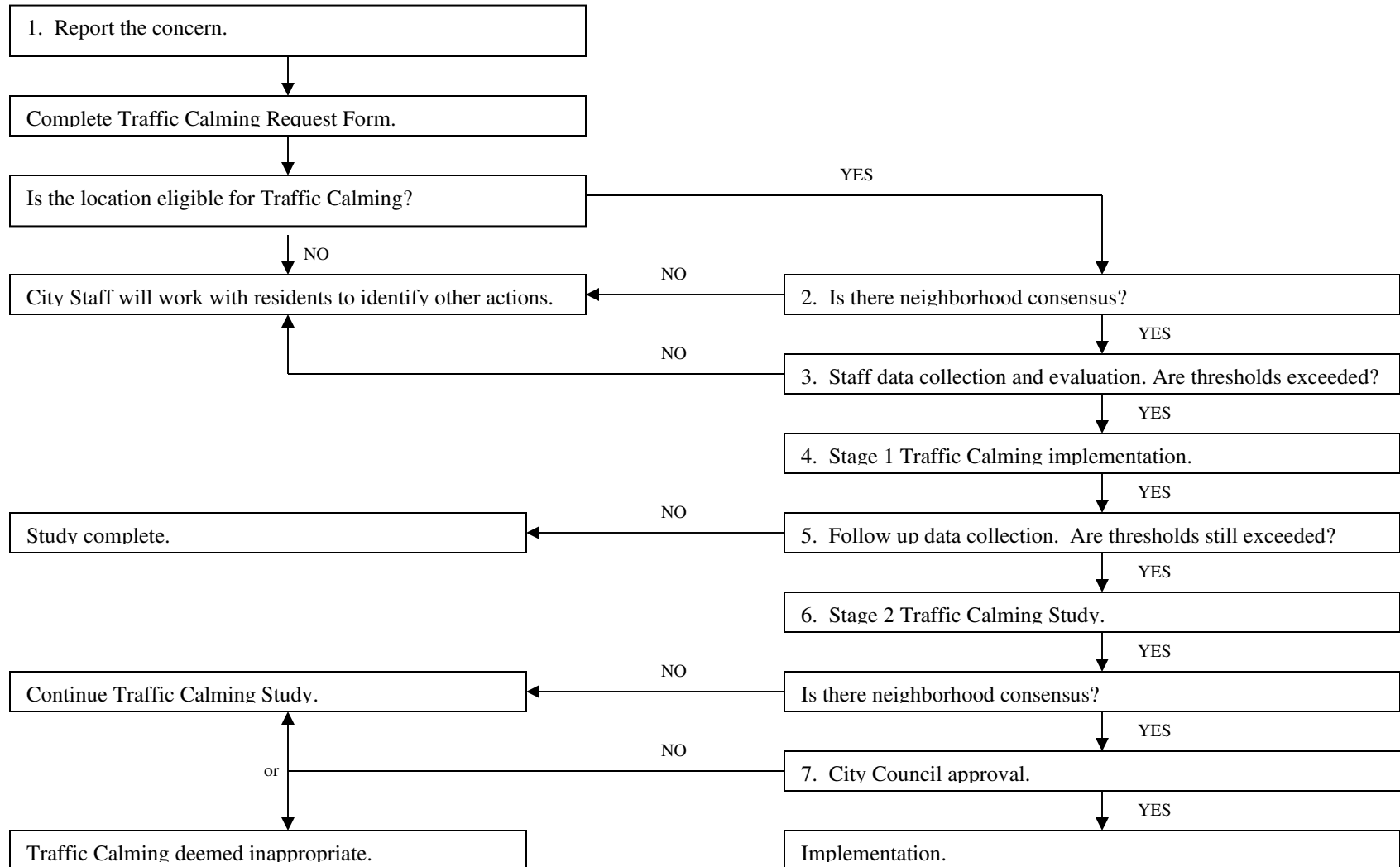
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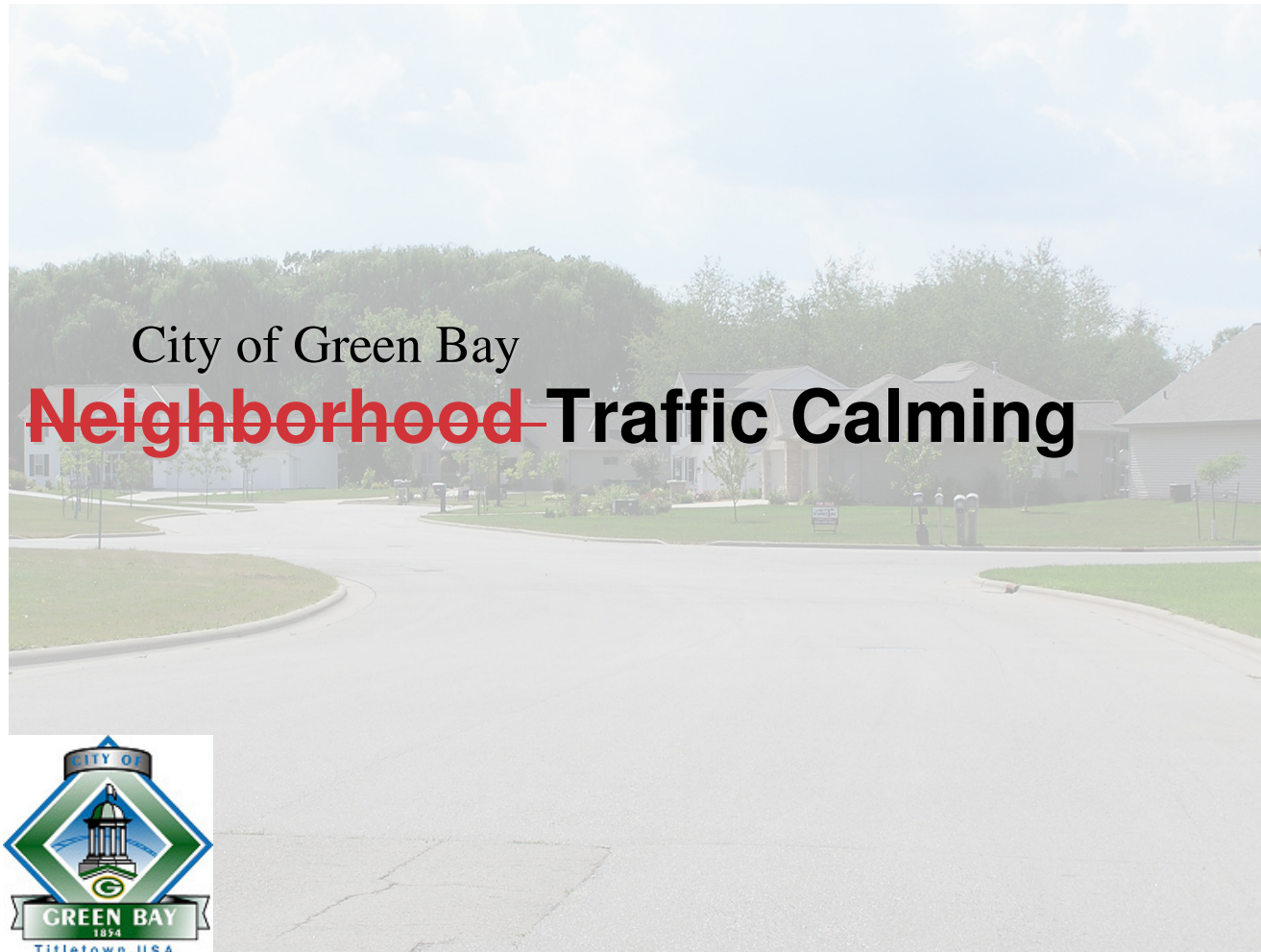
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Only One Signature Per Address

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Appendix 1 – Traffic Calming Flow Chart





ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: August 27, 2024 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

Table of Contents

What is Traffic Calming?	4
What are Traffic Calming Measures?	4
The NeighborhoodTraffic Calming Process	5
Step 1 — Report the Problem	5
Step 2 — Neighborhood Consensus	5
Step 3 — Data Collection	5
Step 4 — Stage 1 Traffic Calming	6
Step 5 — Follow-up Data Collection	7
Step 6 — Stage 2 Traffic Calming Study	7
Step 7 — City Council Approval	11
Prioritization	11
Pros and Cons of Stage 2 Traffic Calming	12
Traffic Calming Request Form	16
Neighborhood Petition Form	17
Appendix 1 — Traffic Calming Flow Chart	19
Appendix 2 — Point Assignment for Ranking Requests	20

What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City ~~has originally~~ developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

~~Neighborhood traffic~~Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns; in most cases, from neighborhood residents or businesses. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions or on reconstruction projects for existing streets, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

Incorporation of traffic calming strategies or measures at the time of original street design, being proactive and not reactive, shall not need to follow Steps 1 through 6 of this Policy, but instead can be proposed as part of the initial design. Should the Department of Public Works not approve measures proposed as part of the initial design of a street, this decision may be appealed to the Improvement & Services Committee.

The ~~Neighborhood~~Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay ~~Neighborhood~~Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial”, ~~“collector”~~ streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. Data will be collected through the use of traffic road tubes at a location determined by the Traffic Engineer.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds ~~above 32 miles per hour (20 mph for alleyways)~~more than 5 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds ~~above 35 miles per hour (25 mph for alleyways)~~more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

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- Driver Feedback Signs – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

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STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

The City shall follow Step 3, Data Collection, as described on Page 5, and make every effort to collect the follow up data to as close as possible to the location of the original data collected in Step 3.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

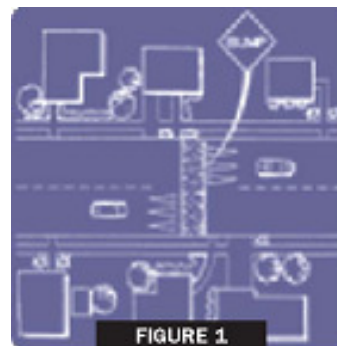
STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

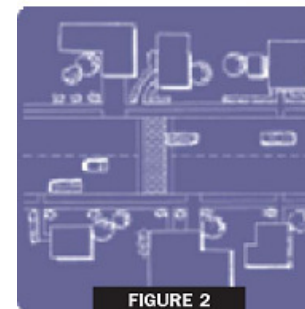
See Figure 1.



- **Speed Tables**

These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

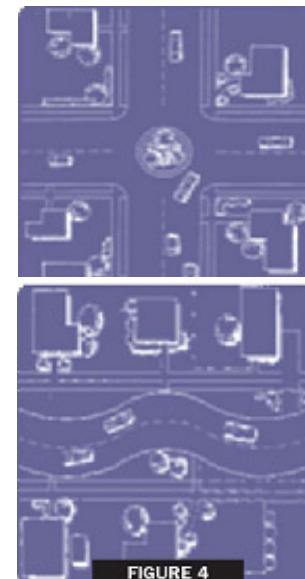
See Figure 2.



- **Traffic Circles**

This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

See Figure 3.



- **Curb Extensions, Chokers, Chicane**

These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street

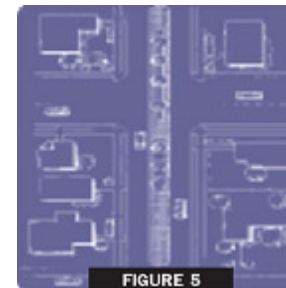
generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

See Figure 4.

- **Median Entry/Exit Islands**

These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

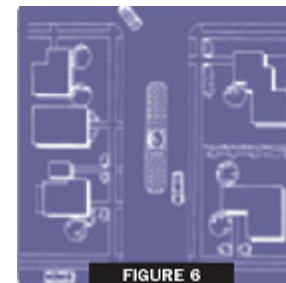
See Figure 5.



- **Mid-Block Raised Medians**

This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

See Figure 6.



- **Forced Turn Islands, Barriers, Channelization**

These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

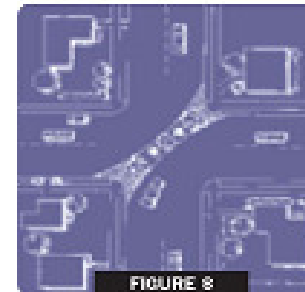


See Figure 7.

- **Diagonal Diverters**

These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

See Figure 8



- **One-Way Streets**

This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**

These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

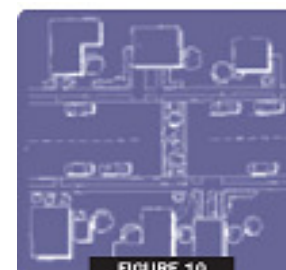
See Figure 9.



- **Street Closures and Cul-de-sacs**

This is the complete barricade or termination of a street.

See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

- ~~1. Installation must not result in traffic diversion to other neighborhood streets.~~
- ~~2. Through a postcard survey, at least 60% of the impacted residents (defined as those residents or owners within 1 contiguous block of the proposed traffic calming improvement(s)) and 75% of the residents within 100 feet of the proposed device shall support the installation.~~
3. Devices shall be installed only where a minimum safe stopping distance can be provided.
4. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

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STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on an "priority rank as received" basis. ~~Using data collected in Stages 1 and 2, the individual project(s) will be assigned points, as detailed in Appendix 2 "Point Assignment for Ranking Requests." A minimum of 30 points is required for a project to be considered eligible to compete with other Traffic Calming requests for funding.~~

~~Projects will be ranked citywide, based on point score. The highest ranking projects will usually be undertaken first.~~ The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City's website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years. ~~If, after three years, a project has not received a high enough priority to proceed, the project requestor will be notified it will no longer be eligible for consideration, unless a~~

~~current petition to participate is provided. This time limitation ensures that the project requests continue to remain a neighborhood priority and avoids needless waste of time and resources due to changes in local interest in the project.~~

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program. ~~If needed, current data may then be collected to recalculate the assignment of points.~~

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to “make up” for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to “make up” the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclist is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes

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100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

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Address: _____
Phone Number: _____ E-mail: _____

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3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

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Petition for Neighborhood Traffic Calming Measures

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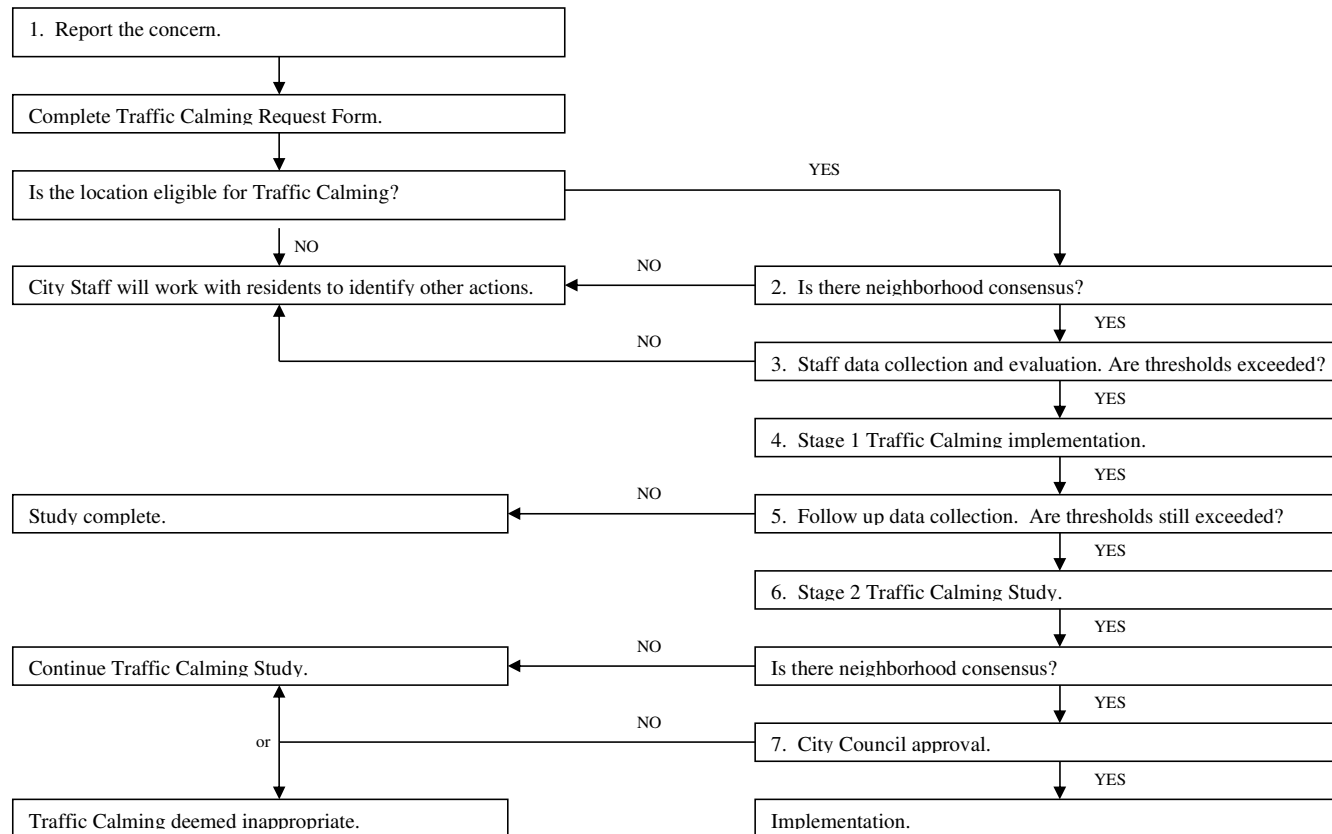
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Appendix 1 – Traffic Calming Flow Chart



~~Appendix 2—Point Assignment for Ranking Requests~~

POINT CRITERIA	DESCRIPTION	POINTS
1. Average Daily Traffic Volume (ADT)	(On the segment of the project street having the highest volume) divided by 100.	Max of 30
2. Speed	Percent of vehicles 5 mph over the posted or statutory speed limit (On the segment of the project street having the highest percentage over the limit), divided by 3.	Max of 30
3. Crash Record (Reportable Crashes Only)	Number of crashes per block segment multiplied by 5. Mid-block crashes count as 1. Intersection crashes counts as 1/2 cross street.	Max of 30
4. Elementary, Middle and High Schools	For a public or private elementary, middle or high school within one-quarter mile of the petition area	5
5. Other High Pedestrian Generating Areas	Up to 5 points for each pedestrian oriented facility, such as an ambulatory elderly housing development, library, or a City park on the street or within one-quarter mile of the petition area. For pedestrian oriented facilities grouped together on the subject street or within one-quarter mile of the petition area, up to 5 points for the group.	Max of 10
6. Designated School Walk Route	If the petition area includes one or more Recommended School Walk Routes as designated by the City.	5
	If the petition area includes one or more crossing guard locations	5
7. Designated Bicycle Routes	If the petition area includes one or more subject streets designated as a bicycle route on the Brown County Bicycle and Pedestrian Plan.	5
8. Time on Project List	Any project which has been on the Neighborhood Traffic Calming priority ranking list for the previous 2 or more years. This provides recognition for the length of time a neighborhood project has been on the ranking list.	2
9. Scheduled Road Reconstruction	To take advantage of a pending street reconstruction project, a traffic calming project which is desired for a street that is to be reconstructed will be ranked with others on its own merits, and decisions on whether or not to proceed will be decided by t	As applicable per Items 1-8

NOTES:

- * A project must score 30 or more points to be considered eligible for further inclusion in the NTCP.
- * The point total is considered along with other information when determining the priority of a project.



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.3

To approve the request by Department of Public Works to amend the Sanitary Sewer Credit for Clear Water billing policy.

BACKGROUND

The Department of Public Works is proposing an update to the process for calculating sewer credits from invisible water leaks so that only the cost for treatment of typical strength waste is credited. This method would result in a Clear Water Credit Rate that more accurately represents the cost of collection and treatment of the clear water from the invisible leak.

RECOMMENDATION

To Approve

FISCAL IMPACT

Revisions to the sewer credit calculation more accurately reflect the City's cost for collecting and treating clear water from invisible water leaks. Customers applying for the credit will be credited a lower rate than has been credited in the past.

ATTACHMENTS

- I. 2024-01-22 I&S Memo Sewer Credit Guidelines



Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

TO: Steve Grenier, Director of Public Works
Improvement and Services Committee

FROM: Valerie Joosten, P.E. – Utility Manager

DATE: January 22, 2025

RE: Updates to the Sewer Credit Guidelines and Reference

Credits for invisible water leaks have historically been determined based on a Clear Water Rate, which has been calculated by subtracting the GBMSD (NEW Water) volume rate from the City's sanitary sewer rate. This method of calculating the Clear Water Rate means that for invisible leaks, the City has been crediting both the City's volume rate and the wastewater strength portion of the GBMSD rate. The Utility Division is proposing an update to the process for calculating sewer credits from invisible water leaks so that only the cost for treatment of typical strength waste is credited. This method would result in a Clear Water Credit Rate that more accurately represents the cost of collection and treatment of the clear water from the invisible leak.

Under the current method, the 2025 Clear Water Rate is \$5.24/100 cubic feet. Going forward, this rate will be referred to as the Clear Water Credit Rate for clarity. With the proposed change, the new 2025 Clear Water Credit Rate would be \$2.88/100 cubic feet.

The following are the updated sewer credit guidelines that reflect these changes.

SEWER CREDIT GUIDELINES AND REFERENCE

Sewer credits will only be given for invisible water leaks.

The invisible water leak must have occurred during the winter quarter. Winter quarter includes the months of December, January, February, March and April. (Note: all residential apartments no matter how many units are billed for sewer on their winter quarter.)

INVISIBLE LEAKS:

LEAKING TOILETS: The gasket between the water tank and bowl deteriorates or the float malfunctions.

BROKEN WATER PIPES: Buried water pipes, frozen or deteriorated and there were no visible signs on the surface. Water pipes under or in the walls of a vacant structure. This also includes broken washer hoses in a vacant structure.



VACANT STRUCTURES: The structure is not rented or a portion of the structure was not occupied /utilized at the time of the leak. The structure was not occupied because of vacations, weekends, foreclosures or the place of business was closed for the day.

EQUIPMENT LEAKS: This includes leaking chillers, ice machines and heating humidifiers. Inquire if the water drained to the sanitary or to the storm sewer? Check the account for a deduct meter.

VANDALISM: When the structure was vacant an ex-renter leaves faucets running or unknown person turns on the hose bib.

The Dept. of Public works will determine the amount of excess water usage for commercial accounts. Commercial accounts include two unit apartments non-owner occupied or more, however no sewer credit will be given if the leak occurs during a non winter quarter.

Commercial accounts are charged for sewer on their total water usage. These accounts can receive a sewer credit at any time of the year.

If the excess usage occurs during the winter quarter, an adjustment can be made to the winter quarter. The winter quarter can be adjusted for any excess usage. (Visible or invisible leaks)

Requests for a sewer credit must be made in writing and any documentation that the leak has been repaired.

SEWER CREDIT: Sewer credits will be based on the clear water rate.

CLEAR WATER CREDIT RATE: The total GMBSD rate minus GBMSD. volume rate $\$3.85 - \$0.97 = \$2.88$ (2025)

SEWER CREDIT AMOUNT: The difference between the present bill and the previous bill

DENIAL OF A SEWER CREDIT:

EXCESS USAGE IS LESS THAN 2000 C.F.

NON- WINTER QUARTER: The water leak occurred during the months of May, June, July, August, September, October and November.

VISIBLE LEAKS: Includes leaking faucets and hose bibs, even if the renter does not report the leak to the landlord. If the landlord does not fix the visible leaks, the tenant can move or report the landlord to the Inspection Dept. Leaking irrigation system do not qualify for a sewer credit, because they are already being bill on their winter quarter or they can install a deduct meter installed.

ALREADY RECEIVED A SEWER CREDIT WITHIN THE LAST 12 MONTHS



FILLING SWIMMING POOLS: Already being billed on their winter quarter or can install a deduct meter.

ICE RINKS: Can adjust their winter quarter.

OCCUPIED BUILDINGS: Includes frozen water pipes in the wall, broken washer hoses, leaking hose bibs and vandalism.

DELINQUENT PAYMENTS: Includes renter fails to pay water bill, customer bankruptcies or foreclosures.

FAILER TO MAKE A WRITTEN REQUEST: The customer is required to make a request in writing for a sewer credit. The letter or e-mail should explain the reason for the water leak and include any documentation that the leak was repaired or a reduction of water usage is reported by the Water Dept.

No sewer credit will be given until the leak has been repaired. The customer should be encouraged to pay the present water bill to prevent future penalties.

No sewer credits will be issued after the Water Dept. has notified the customer of the high water usage.

NOTES

The Water Dept. considers non-owner occupied apartments as commercial accounts. These accounts however are billed for sewer on their winter quarter and cannot receive a credit unless it occurs during the winter quarter.

Commercial accounts are charged for sewer on their total water usage. These accounts can receive a sewer credit at any time of the year.

The Water Dept. gives a sewer credit for occupied and unoccupied buildings.

The Water Dept. does not require a written request for a water or sewer credit.

The Water Dept. will not give a leak credit if the excess usage is less than 2000 c.f. and will not help find leaks. They do not subtract the first 2000 c.f. from the water or sewer credit.

The Water Dept. will notify customers of high water usage, either by the meter reader or will leave a notification on the door.

The Water Dept. will not help find water leaks for commercial accounts or apartment buildings of 5 or more units.

The Water Dept. will verify large water usage and repairs of the water leak.

M & R means meter and register. The register is the meter on the outside of the building.



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If high water usage occurs during the winter quarter due to an invisible or visible leak, the winter sewer credit can be adjusted by using last year's winter quarter or by using water usage per day.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # J.4**

To approve the request by New Land Enterprises to obtain a Revocable Occupancy Permit allowing the temporary installation of a camera on the Cherry Street Ramp stair tower rooftop and to authorize the Mayor and City Clerk to execute the permit.

BACKGROUND

New Land development has requested to install a camera on the rooftop of the Cherry Street Ramp stairwell overlooking their development on the former Adams Street parking lot. Staff has reviewed the proposed installation and has found it to be compatible with the roof for loading purposes. The camera will be ordered as a solar-powered unit, so it will be self-contained. Upon completion of the project, the camera will be removed at the petitioner's expense. DPW Staff recommends using a Revocable Occupancy Permit, similar in form to the example provided, and modified to meet the particulars of this installation. This example is the base template used for all Revocable Occupancy Permits issued by the City. As the permit is temporary in nature, it will be held internally by Department of Public Works and the petitioner and not recorded with Brown County.

RECOMMENDATION

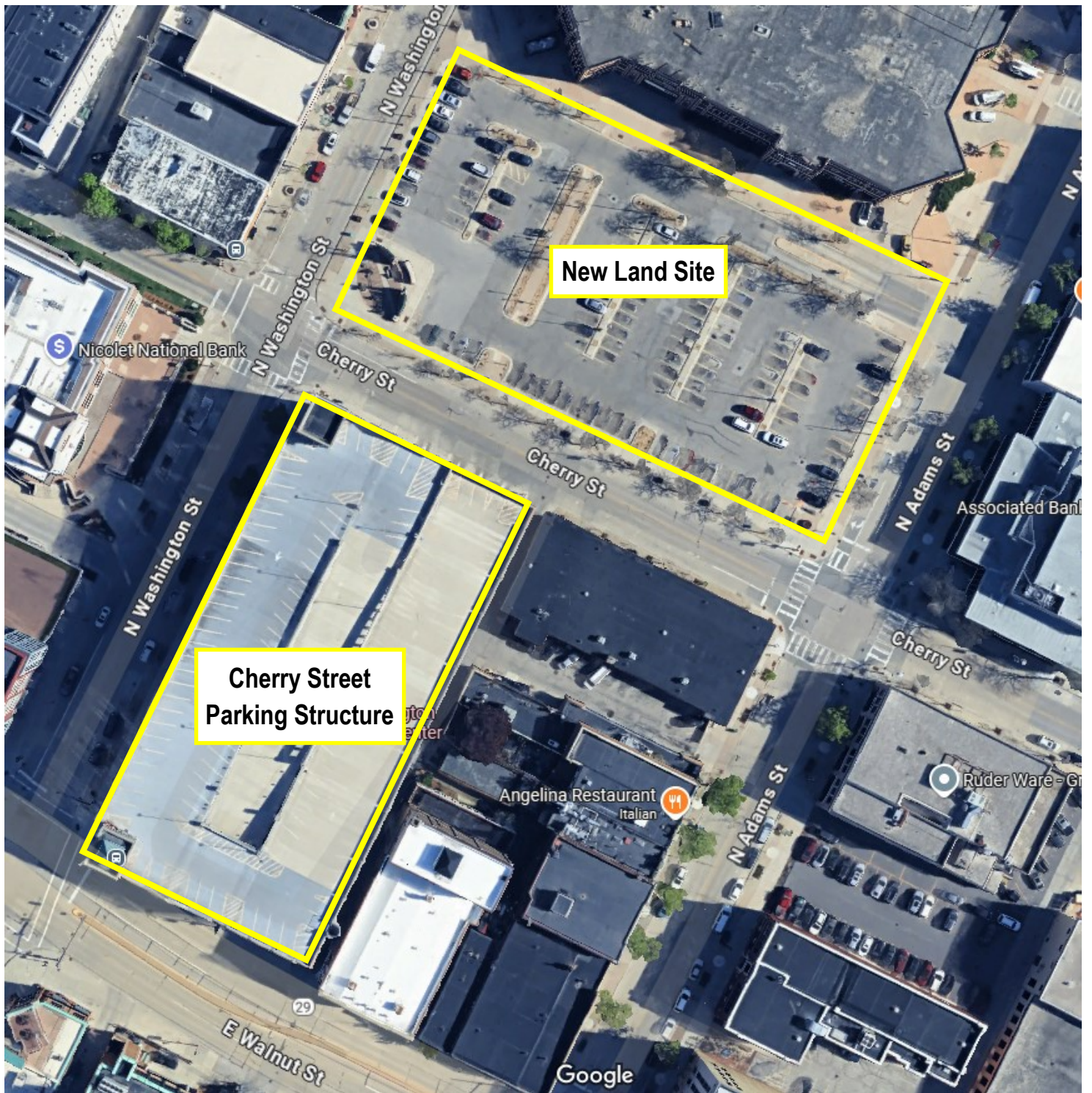
Staff recommends approval of the request.

FISCAL IMPACT

None

ATTACHMENTS

1. NLE Cherry Street Time Lapse Camera Exhibit
2. EarthCam_Bidspec_WorkZoneCamPro
3. _Blank ROPCity lands not rw



**Time-Lapse
Site Camera**

New Land Site

**Cherry Street
Parking Structure**

Cherry Street Ramp 

Google



Work Zone Cam Pro - Affordable 4K Time-lapse

Document small / medium-sized projects with a single camera, or as part of a multi-camera package.



Wide Angle Lens



Image Backup



Optically Clear Glass



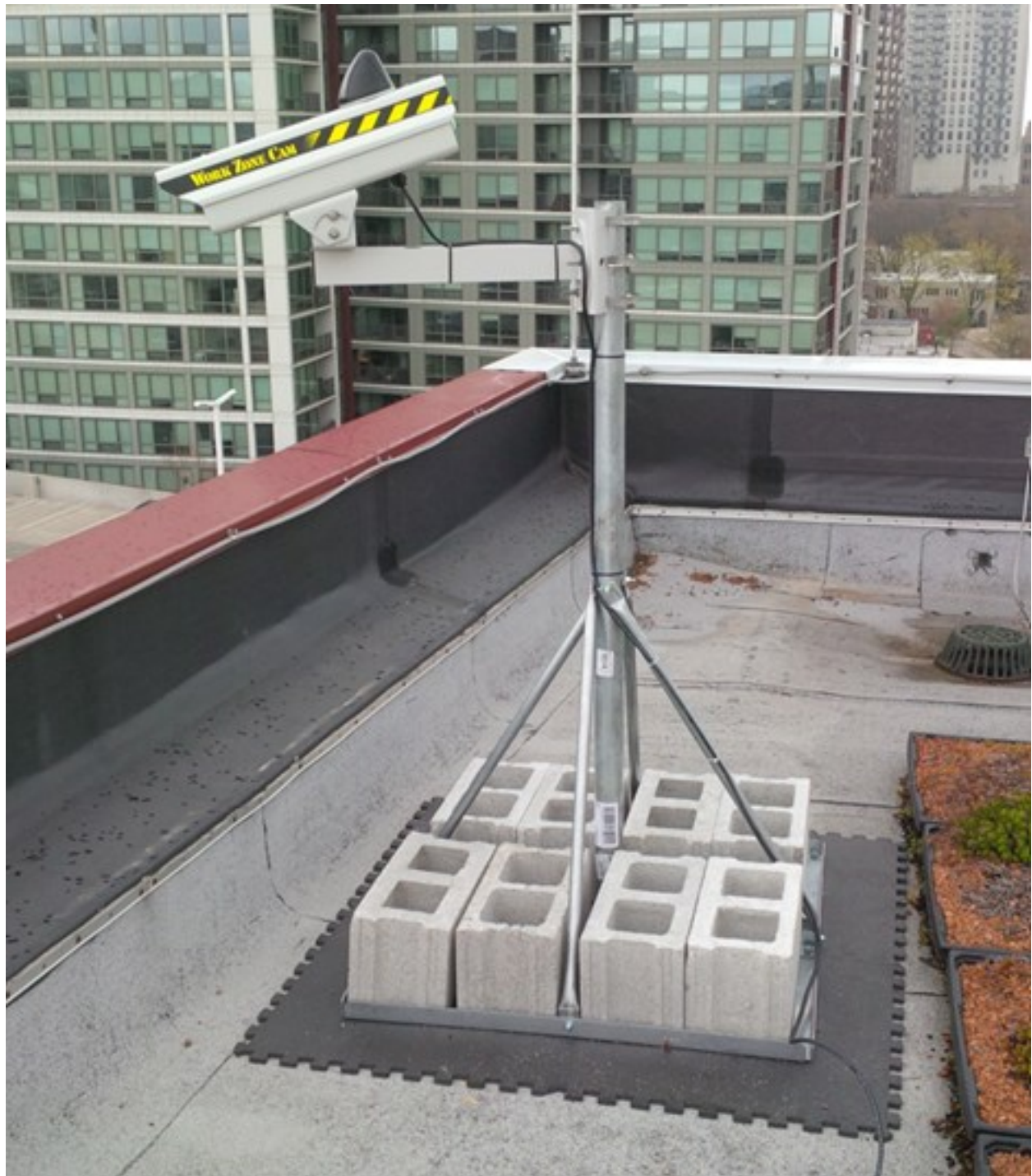
Multi SIM Card Support



Secure HTTPS Compliant



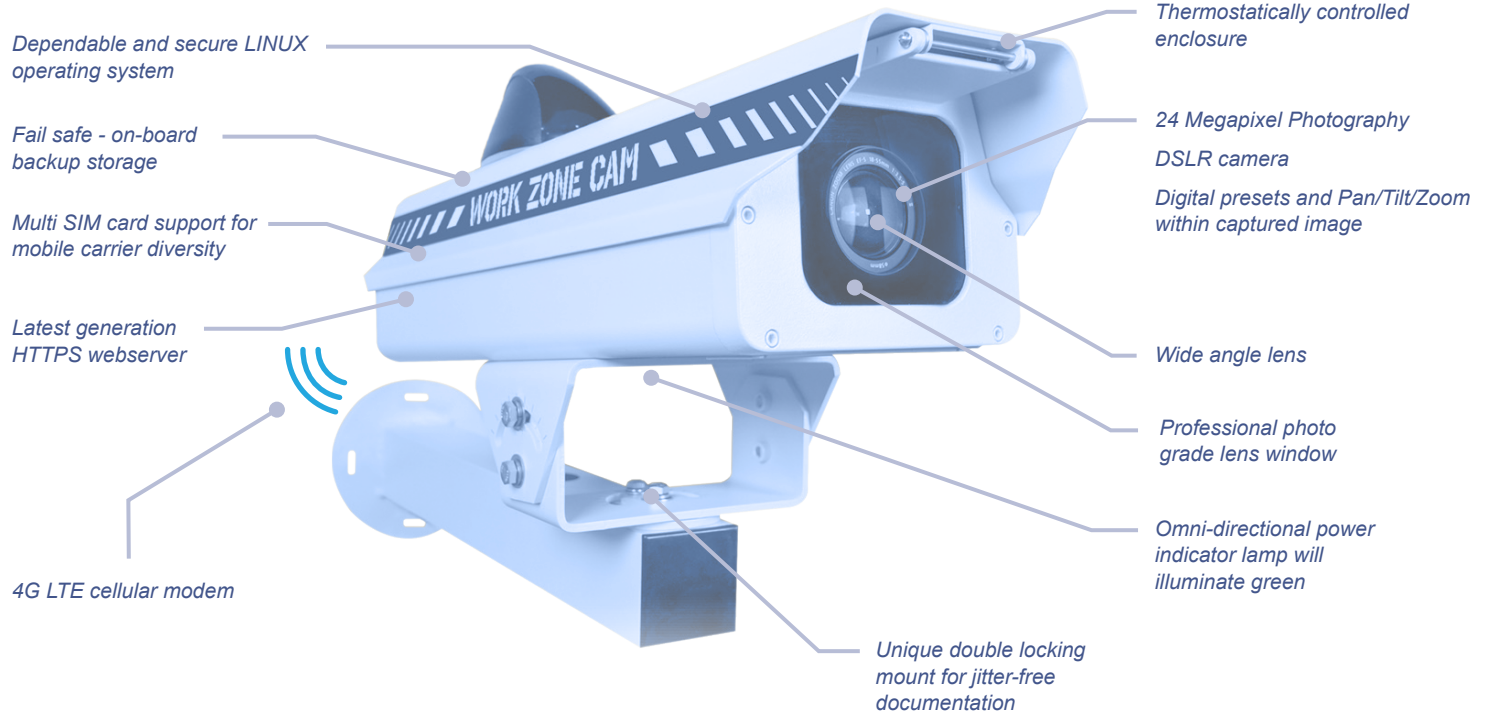
Lifetime Warranty



Bid Specification

Video Monitoring and Documentation

Work Zone Cam Pro



Specification includes camera system and managed services



iOS and Android App



Current and Historical Weather Data



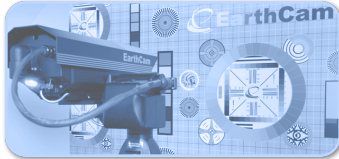
AI Media Dashboard



Fail Safe On-Board Backup Storage



Installation and Maintenance



Quality Control and Maintenance



Full Service Support



AI-Edited Time-Lapse Videos

Additional services included



01.32.36 Video Monitoring and Documentation Bid Specification

1. The Contractor shall provide a High Definition Megapixel Web Camera which shall provide a full view of the work area on the construction jobsite. The Web Camera shall allow users to remotely view the project on a secure connection via a network connection.
CONTACT SYSTEM VENDOR: EarthCam / Brian Cury +1 201.488.1111 Email: WWW.EARTHCAM.NET/CONTACTUS
2. The camera shall meet or exceed the following requirements:
 - 2.1 Thermostatically controlled enclosure
 - 2.2 Powder coated aluminum housing with stainless steel fittings for padlocks
 - 2.3 DSLR camera with 24 Megapixel images (6000 x 4000 pixels), ASP-C Imager
 - 2.4 Angle of view: wide 96° horizontal - 73° vertical, full zoom 22° horizontal – 15° vertical
 - 2.5 Auto Features: ISO speed, metering mode, white balance, and focus
 - 2.6 EF-S 10-22mm f/3.5-4.5 ultrasonic motor lens
 - 2.7 Professional photo grade lens window
 - 2.8 Omni-directional power indicator lamp will illuminate green
 - 2.9 Two UL rated compression glands, gas spring lid, adjustable camera sled
 - 2.10 Compression: JPEG/RAW
 - 2.11 32GB onboard storage
 - 2.12 Communications: 10base-T/100base-TX Ethernet, IP Addressing: Dynamic or Static
 - 2.13 Wireless Cellular 4G LTE Modem with GPS and antenna
 - 2.14 Multi SIM card support for mobile carrier diversity
 - 2.15 4W @ 120VAC, 230VAC or 12VDC Solar Power
 - 2.16 Battery, LiFePO4 chemistry, 9.9Ah
3. Internet Based Online Interface: The camera will be accessible via an internet based Software as a Service (SaaS) solution. This online interface will be managed and supported by the System Vendor. The service will be available for the term of the project and allow the viewing of live video and High Definition digital still images captured and stored of the project on both mobile and desktop platforms.
The Internet Based Online Interface shall include the following features:
 - 3.1 Responsive HTML5 design for cross-platform access on desktop and mobile devices
 - 3.2 Display project name and logo
 - 3.3 Project Dashboard allows easy navigation between multiple cameras and projects
 - 3.4 Digital Pan, Tilt and Zoom capability within a High Definition image
 - 3.5 Visual timeline with quick thumbnail view allows image navigation by year, month, day and hour
 - 3.6 AI-edited time-lapse technology removes frames obscured by foreign objects or weather elements, with music and graphics then added for downloadable presentations
 - 3.7 Photo Filters and Graphical Markup Tools for detailing and creating notes with graphical overlays on images, including project title, logo and time date stamp
 - 3.8 Image Comparison Tool for comparing two images taken at different times, overlaid on top of each other
 - 3.9 Share Image Tool for saving, printing, emailing and posting to Hall of Fame
 - 3.10 Project Management Software integration (Autodesk Construction Cloud, Autodesk Build, CMiC, Esri, InEight, Infotech, Procore, Projectmates, Raken, Salesforce)
 - 3.11 3D/4D Model Integration (Autodesk Navisworks, Autodesk Revit, Bentley Synchro)
 - 3.12 Social Media Integration Tools for sharing project images and notes
 - 3.13 Automatically generated daily/weekly project progress update email with camera image and weather
 - 3.14 AI Media Dashboard – Interactive charts display AI-detected events and observations
 - 3.15 Graphical Weather applet displaying local weather data with satellite and updating radar imaging
 - 3.16 Integration of maps, aerial and satellite imagery
 - 3.17 Graphical Data Management Tools showing archived and current system status of solar amperage, battery power remaining, wireless radio connectivity, and device location
4. Access to account protected by Account Security feature which includes four levels of password protection, IP address block/permission and SSL protection of user login password.
5. The system shall be capable of capture and upload images 24/7.
6. The system shall have M2M – Machine to Machine 24/7 Support with active self-healing technology and automatic software upgrades to maintain the quality, consistency and reliability of all images.
7. Images will be maintained on the System Vendor's servers for reference available at all times during the life of the project and for no less than 60 days after completion. All images will be protected on servers owned and operated by the System Vendor and located in a secure area at the System Vendor's location.
8. The Contractor shall provide all service and maintenance, including cleaning, of the camera system throughout the life of the project including making appropriate arrangements for camera to remain in operation up to and through finalization of all structural, landscaping and "completed state" condition necessary for beginning-to-end time-lapse record.
9. The System Vendor shall provide custom public website development. Website shall be separate from the Online Interface, match the look and colors of the project's website, and be delivered as embed code or standalone web page. Additional features include Facebook and Twitter integration, full screen mode, image comparison, weather, multiple logos, graphical background image and project description.
10. The System Vendor at the end of the project shall provide a comprehensive archive package that includes all images, historical weather data, computer-generated time-lapse movies and a royalty-free web-based viewer software. The software shall include the same interactive interface as the live camera during the project.
11. The System Vendor shall provide time-lapse movie(s) at the end of the project. Time-lapses shall be professionally edited by a video editor using image stabilization software. The movie will start with a graphic, incorporating project title, date and logo. Periods of bad weather or inactivity shall be removed to produce a compelling and consistent movie. A machine edited movie will not be acceptable.
12. The Contractor shall secure a nearby structure for camera mounting or provide a fixed pole (40 foot / 12 meters height recommended) and 3 inch / 8 centimeters minimum diameter as per System Vendor's instruction. The Contractor shall supply all equipment required for safe and secure access to the camera location for technicians performing installation and maintenance services, including building access, bucket truck and/or lift. The System Vendor will consult on and provide recommendations for optimal camera placement and provide professional installation services as required.

CITY OF GREEN BAY, WISCONSIN

CONTACT PERSON _____

THIS PERMIT IS REVOCABLE

**MINIMUM INFORMATION REQUIRED WHEN
OBJECT IS REQUESTED TO BE PLACED WITHIN RIGHTS-OF-WAY**

General Information:

Business Name: _____
Address: _____
Parcel number: _____
Type of Encroachment Requested: _____
Will alcohol be served within r/w: _____

Property Owner Information:

Name: _____
Address: _____
Telephone: _____
Email: _____

Tenant Information:

Name: _____
Address: _____
Telephone: _____
Email: _____

General Contractor Information:

Company Name: _____
Representative name: _____
Address: _____
Telephone: _____
Email: _____

Sub-Contractor Information:

Company Name: _____
Representative name: _____
Address: _____
Telephone: _____
Email: _____

Plans and Graphics:

1. Plans and Graphics of objects to be placed within the rights-of-way (including but not limited to photographs, renderings, etc.).
2. Drawing with dimensions showing location of all items (existing and proposed) between building and curb line of street (including but not limited to trees, signs, fire hydrants, etc.).
3. Dimensions of objects: including length, width, depth & height above existing grade to top and bottom of encroachment.
4. Location of objects in relationship to side property line.

Other:

1. Certificates of Insurance naming the City of Green Bay as Additionally Insured from:
 - a. Property Owner and/or
 - b. Tenant Occupant
 - c. All Contractors working within City's rights-of-way
2. Any other information as may be requested to complete Revocable Occupancy Permit with Hold Harmless Agreement.

Return all information to: City of Green Bay - DPW
100 N Jefferson Street – Room 300
Green Bay, WI 54301

Notes:

- 1) Original Application & Indemnification and Hold Harmless Agreements must be delivered by mail or in person.
- 2) If requested information is not



Address: _____.
Use: _____.

HOLD HARMLESS AGREEMENT – USE OF CITY OWNED LANDS

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and NAME ("APPLICANT").

WHEREAS, APPLICANT desires to place "OBJECTS" on CITY owned lands at LOCATION Avenue for the purpose of PURPOSE; and

WHEREAS, the City of Green Bay has granted to APPLICANT permission to allow placement of OBJECTS on CITY owned lands subject to the provision of insurance, execution of a Hold Harmless Agreement and the City of Green Bay Department of Public Works approval as to the placement of OBJECTS for the purpose of PURPOSE; on CITY owned lands.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. APPLICANT shall own the OBJECTS for the purpose of the PURPOSE;
2. CITY grants to APPLICANT, a Revocable Occupancy Permit ("ROP") with permission to conduct PURPOSE as shown on attached Exhibit A. The final location of the OBJECTS shall be approved by the Department of Public Works Director, or his/her designee.
3. APPLICANT shall be responsible for all costs and expense related to the use of CITY owned lands used for the PURPOSE, and removal of the OBJECT(S).

4. APPLICANT shall restore the area used for the PURPOSE to the same or better condition than prior to use.

5. APPLICANT shall insure that the placement of the OBJECT(S) on CITY owned lands used for the PURPOSE does not unreasonably impair or impede the orderly and safe ingress, egress or smooth flow of pedestrian or vehicular traffic adjacent to CITY owned lands.

6. APPLICANT hereby agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of APPLICANT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

APPLICANT shall reimburse the CITY, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that APPLICANT employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be APPLICANT'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

7. APPLICANT shall provide the City of Green Bay with a certificate of insurance on a form approved by the City of Green Bay showing that APPLICANT has adequate liability insurance as required by City of Green Bay. The certificate of insurance shall give evidence of liability insurance with bodily injury limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate, and the \$500,000 property damage each occurrence and \$500,000 aggregate. Such insurance shall name the City of Green Bay as additionally insured, and shall not be cancelled or reduced without 30 days prior written notice thereof to the City Clerk. Such notice shall suspend the ROP issued under the terms of this Agreement until a new certificate complying with this subsection has been filed with the City Clerk.” The insurance limits stated herein may be updated from time to time by the City of Green Bay Common Council without approval of the APPLICANT. Cancellation or reduction of insurance shall automatically terminate the ROP.

8. CITY or APPLICANT may terminate this Agreement for any reason upon written notice to the other party. Upon termination of this agreement for any reason, APPLICANT shall at their sole cost and expense, remove the OBJECT(S) and restore the lands to the satisfaction of the Department of Public Works Director or his/her designee.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the APPLICANT has executed this agreement this ____ day of _____ 20____, and hereby agrees to become bound by all provisions hereof.

NAME

Print or Type Applicant(s) name(s) above

X _____

Print or type name and title above

X _____

NAME

Print or type name and title above

STATE OF WISCONSIN)

) SS.

_____ COUNTY)

Personally came before me this ____ day of _____, 20__ the above named NAME to me known to be the person who executed the forgoing instrument and acknowledge the same.

X _____

(Print or Type name of notary above)

Notary Public, _____ County, Wisconsin

My Commission Expires: _____

CITY OF GREEN BAY

X _____

Steven M. Grenier, P.E.- Director of Public Works

STATE OF WISCONSIN)

) SS.

BROWN COUNTY)

Personally came before me this _____ day of _____, 20__ the above named Steven M. Grenier, P.E.- Director of Public Works, to me known to be the person who executed the forgoing instrument and acknowledge the same.

X _____

(Print or Type name of notary above)

Notary Public, Brown County, Wisconsin

My Commission Expires: _____

This instrument drafted by:

Thomas H. Giese - R/W Specialist

EXHIBIT A

INSERT EXHIBIT MAP HERE



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.5

To approve the request by Shipyard District to install streetlight pole banners on City and WPS owned streetlight poles in the Shipyard District subject to the execution of a Hold Harmless Agreement and submittal of appropriate insurance and to authorize the Mayor and City Clerk to execute the Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

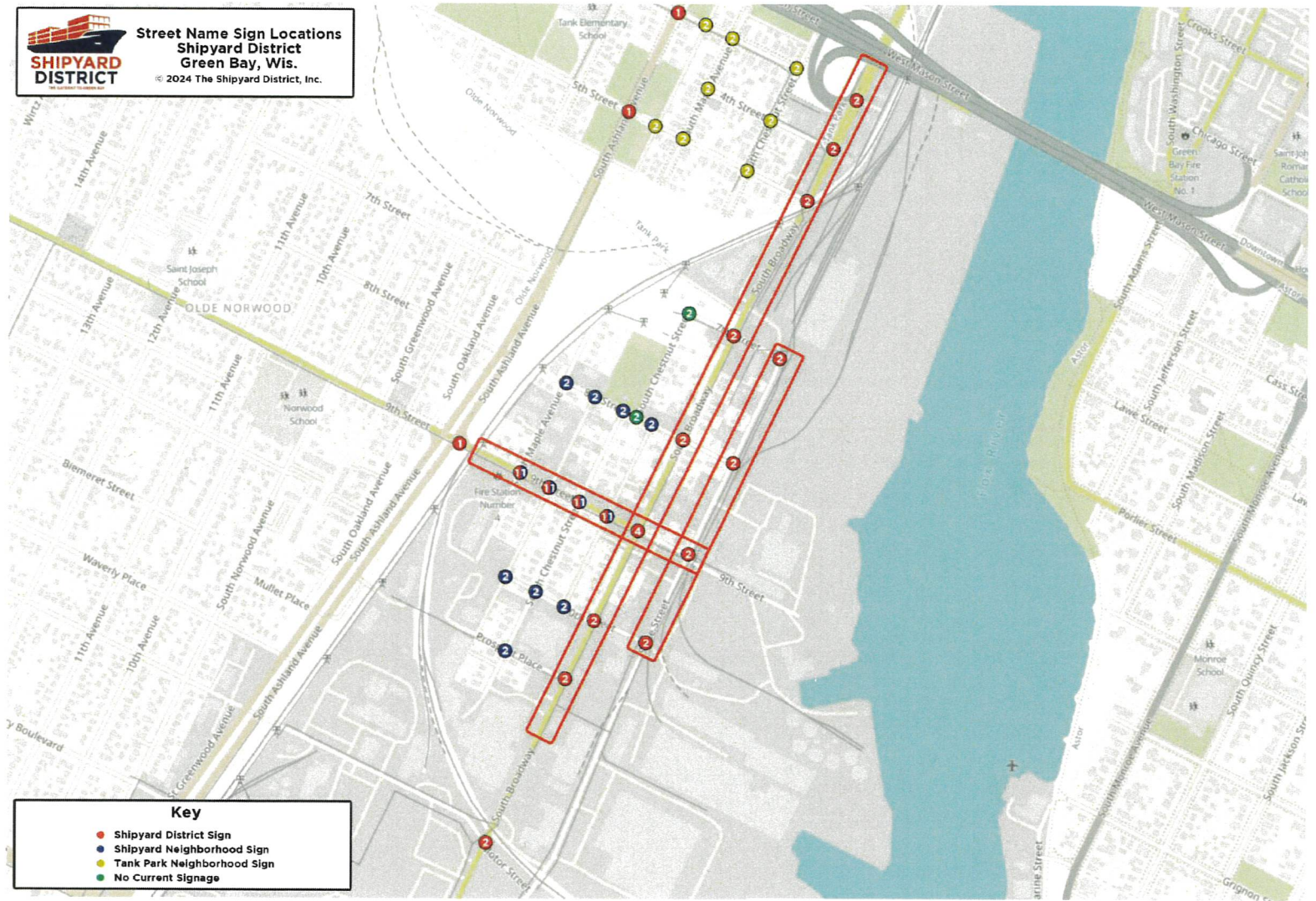
- I. Shipyard District Pole Banners Map



Street Name Sign Locations
Shipyards District
Green Bay, Wis.
© 2024 The Shipyards District, Inc.

Key

- Shipyards District Sign
- Shipyards Neighborhood Sign
- Tank Park Neighborhood Sign
- No Current Signage





Report to the Improvement and Service Committee of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.6

To approve the request by Department of Public Works to enter into a Sponsorship Agreement with the Midwest Renewable Energy Association for the purpose of promoting the Grow Solar Green Bay-Fox Valley Group Buy Program.

BACKGROUND

The Midwest Renewable Energy Association (MREA)—a nonprofit organization concerned with promoting renewable energy—organizes group purchasing and installation of solar PV systems through their “Grow Solar” program. The program has existed for nearly a decade and has been successful in communities throughout Wisconsin and neighboring states. For 2025, MREA has announced a Grow Solar Green Bay – Fox Valley Group Buy and has asked the City of Green Bay to participate as a sponsor partner.

The Grow Solar program is straightforward. MREA will release a Request for Proposals seeking a qualified solar installation contractor to provide tiered discounts based on volume. If successful, the discount will be for as much as 15%, or roughly \$1,000 in savings for a typical small-scale solar PV system. The group buy is open to most property owners, and small-scale commercial and residential is best suited to participate in the program. The group buy is also open to houses of worship and other non-profits. MREA will administer and market the program.

The attached sponsorship agreement specifies that the City will provide the City of Green Bay logo, participate in marketing of the RFP and educational programming through applicable communications channels, and delegate a point person within the City to coordinate these activities.

RECOMMENDATION

To approve the MREA Sponsorship Agreement as drafted.

FISCAL IMPACT

The proposed sponsorship agreement will require some staff time of the Clean Energy Connector and Resiliency Coordinator, as well as potential marketing-related expenses that would be covered by existing grant funds.

ATTACHMENTS

1. MREA Sponsorship Agreement 1.21.2025
2. Partner-with-Grow-Solar info sheet

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter "Agreement"), is made this ____ day of January, 2025 (the "Effective Date") by and between the City of Green Bay, a Wisconsin Municipal Corporation, (hereinafter "CITY") and Midwest Renewable Energy Association, a Wisconsin Corporation, (hereinafter "MREA"), collectively referred to as the Parties.

RECITALS

WHEREAS, CITY adopted the Clean Energy Green Bay Plan – 2030 Targets on Path to 2050 Goals. The City set a goal to reach 100% clean energy and carbon neutrality for the community by 2050.

WHEREAS, CITY seeks collaborative relationships with community entities that work to engage the Green Bay community in sustainability initiatives and activities that promote clean energy production and energy efficiency.

WHEREAS, MREA is dedicated to promoting clean energy, energy efficiency, and sustainable living through education and demonstration; and

WHEREAS, MREA plans to release a Request for Proposals – Grow Solar Green Bay-Fox Valley Group Buy Program for the installation of residential and small non-residential solar electric systems, in the Green Bay area.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF MREA

- a. Provide CITY with a logo for use on the City's website, social media posts, and other communications to the public.
- b. Provide CITY with all documents associated with the Request for Proposals.
- c. Delegate and provide contact person to coordinate with CITY in implementing this Agreement.

2. RESPONSIBILITIES OF CITY

- a. Provide MREA with a logo for use on by MREA in promoting its RFP for the Grow Solar Green Bay-Fox Valley Group Buy Program.
- b. Promote MREA's RFP, educational programming, and related information on City's website, social media, and other public communications, as deemed appropriate.
- c. Delegate and provide contact person to coordinate with MREA in implementing this Agreement.

3. TERM

This Agreement will be in effect from the date of execution, the Effective Date, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.
- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days written notice of such termination by email to the identified contact

5. INDEPENDENT PROVIDER

In entering into this Agreement, and in acting in compliance herewith, the parties acknowledge and agree that MREA and CITY are at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Each party further agrees that neither party may be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans to any employee or contractor of the other party pursuant to this Agreement.

6. NOTICE

All notices provided for under this Agreement shall be in writing and shall be sufficient if by email to the contacts set forth above or to such other address as a party may designate to the other party in writing. Each such Notice will be deemed to have been received as of the date emailed if receipt has been electronically confirmed.

If to MREA:

[add name and email address]

If to CITY:

Melissa Schmitz
Department of Public Works – Resiliency Coordinator
melissa.schmitz@greenbaywi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

9. CHOICE OF LAW and FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Brown County, Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by MREA and CITY as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

CITY represents and warrants that neither it nor its subcontractors is excluded from receiving or being a party to any Federal contract or subcontract pursuant to any Federal statute, rule, regulation, executive order or government instruction. CITY shall notify MREA of any exclusion or adverse actions or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at MREA's sole discretion.

12. USE OF MARKS.

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent for each specific use.

13. COMPLIANCE WITH LAWS.

Each party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

15. WAIVER.

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other

right, power or remedy. Any waiver granted hereunder must be in writing and signed by the party against whom the waiver is asserted, and shall be valid only in the specific instance in which given.

16. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include without limitation provisions related to ownership of marks, governing law and venue.

17. COUNTERPARTS.

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties agree to the terms set forth this Agreement.

CITY OF GREEN BAY

By _____
Eric Genrich, Mayor

Date _____

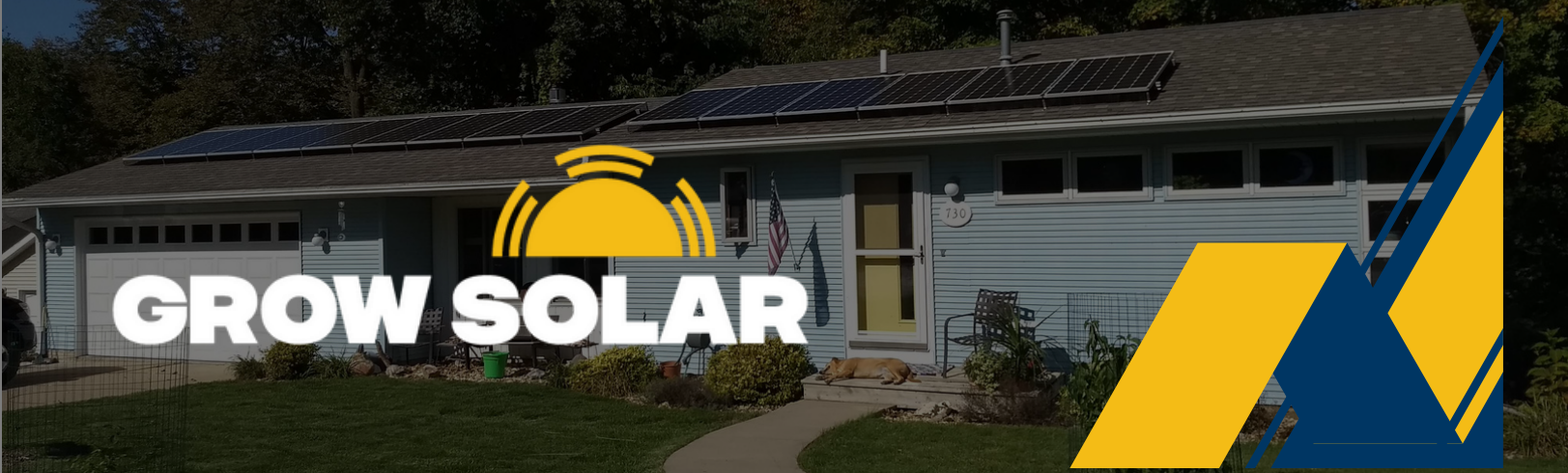
By _____
Celestine Jeffreys, Clerk

Date _____

MREA

By _____

Date _____



PARTNER WITH GROW SOLAR

*Providing Solar
Education since 2013*

ANCHOR PARTNER

Our anchor partners are involved with all elements of the program from beginning to end. They commit staff time and take on some responsibilities for the operations of the program. These partners will be mentioned in all promotions and communications about the program, via mentions in text and the use of their logo.

COMMUNITY PARTNER

Community Partners can support our program in a wide range of capacities. Joining the advisory committee, providing venues for events, acting as virtual co-hosts, assisting with promotion, and granting the use of your logo are all ways to become a community partner.

GROW SOLAR SUPPORTER

Your organization can support Grow Solar, no matter your capacity. Signing on to support, and lending the use of your logo is all it takes to become a supporter. Joining us as a Grow Solar supporter allows your organization to demonstrate their commitment to sustainability.

WHAT PARTNERS ARE SAYING

"I can't think of anyone with as much experience doing community-level solar education and bulk solar program management as MREA. [They] helped us dramatically lower the cost of solar in our area which has resulted in a record amount of solar installations."

– Scott R. Tess, Environmental Sustainability Manager, City of Urbana, IL, Anchor Partner

"We couldn't have launched a large-scale residential solar program so quickly and so successfully without MREA's approach. The results exceeded our expectations—more awareness, more solar at an affordable price, and more connections with our partner cities."

– Becky Soglin, Sustainability Coordinator, Johnson County, IA, Anchor Partner



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.7

To approve the request by Department of Public Works to enter into a Professional Services Agreement with Ayres and Associates for design, bidding assistance, and construction inspection services for the East Mason Street project. The cost for design is \$72,437, bidding assistance is \$3,247, and construction inspection is \$84,178, totaling \$159,862.

BACKGROUND

RECOMMENDATION

Approval

FISCAL IMPACT

The cost for design is \$72,437, bidding assistance is \$3,247 and for construction inspection \$84,178.

ATTACHMENTS

None



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.8

To approve the request by Department of Public Works to enter into a Sponsorship Agreement with Rooted In, Inc. to promote the Energize Green Bay campaign.

BACKGROUND

Energize Green Bay, the City's clean energy campaign, adopted an outreach plan in July 2024. Among its modes of communication was forming partnerships with community-based organizations (CBOs) to amplify the campaign's messaging. Rooted In, Inc. is a CBO that works on issues related to food. Their areas of concern include hunger, food waste, local food networks, and education. Among their many activities, they organize cooking demonstrations at local farmers markets and other community events, teach cooking lessons, and have a monthly segment on morning television. An agreement by which, in exchange for the use of two induction cooktops to be provided by the City, Rooted In, Inc. will amplify the Energize Green Bay campaign.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by this agreement will be paid for entirely with grant funding.

ATTACHMENTS

- I. Rooted In Sponsorship Agreement 1.23.2025

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter "Agreement"), is made this ____ day of January, 2025 (the "Effective Date") by and between the City of Green Bay, a Wisconsin Municipal Corporation, (hereinafter "CITY") and Rooted In, Inc., a Wisconsin Corporation, (hereinafter "RI"), collectively referred to as the Parties.

RECITALS

WHEREAS, CITY adopted the Clean Energy Green Bay Plan – 2030 Targets on Path to 2050 Goals. The City set a goal to reach 100% clean energy and carbon neutrality for the community by 2050.

WHEREAS, CITY seeks collaborative relationships with community entities that work to engage the Green Bay community in sustainability initiatives and activities that promote clean energy production and energy efficiency.

WHEREAS, RI is dedicated to sustainability and public health, and

WHEREAS, RI will be creating public, educational programming, including cooking demonstrations and lessons throughout the City of Green Bay.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF RI

- a. Speak to the benefits of induction cooktops, both for public health and energy efficiency.
- b. Display logos and information provided by the City related to Energize Green Bay, the City's clean energy public outreach campaign.
- c. When possible, share printed information provided by the City with the public.

2. RESPONSIBILITIES OF CITY

- a. Provide RI with two induction cooktops for their exclusive use.

3. TERM

This Agreement will be in effect from the date of execution, the Effective Date, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of

the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.

- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days written notice of such termination by email to the identified contact

5. INDEPENDENT PROVIDER

In entering into this Agreement, and in acting in compliance herewith, the parties acknowledge and agree that RI and CITY are at all times acting and performing as an independent contractors, duly authorized to perform the acts required of it hereunder. Each party further agrees that neither party may be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans to any employee or contractor of the other party pursuant to this Agreement.

6. NOTICE

All notices provided for under this Agreement shall be in writing and shall be sufficient if by email to the contacts set forth above or to such other address as a party may designate to the other party in writing. Each such Notice will be deemed to have been received as of the date emailed if receipt has been electronically confirmed.

If to RI:

Selena Darrow
Rooted In – Executive Director
330 S. Broadway
Green Bay, WI 54303

If to CITY:

Melissa Schmitz
Department of Public Works – Resiliency Coordinator
melissa.schmitz@greenbaywi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

9. CHOICE OF LAW and FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Brown County, Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by RI and CITY as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

CITY represents and warrants that neither it nor its subcontractors is excluded from receiving or being a party to any Federal contract or subcontract pursuant to any Federal statute, rule, regulation, executive order or government instruction. CITY shall notify RI of any exclusion or adverse actions or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at RI sole discretion.

12. USE OF MARKS.

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent for each specific use, except as required by the agreement.

13. COMPLIANCE WITH LAWS.

Each party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

15. WAIVER.

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and signed by the party against whom the waiver is asserted, and shall be valid only in the specific instance in which given.

16. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include without limitation provisions related to ownership of marks, governing law and venue.

17. COUNTERPARTS.

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties agree to the terms set forth this Agreement.

CITY OF GREEN BAY

By _____
Eric Genrich, Mayor

Date _____

By _____
Celestine Jeffreys, Clerk

Date _____

RI

By _____

Date _____



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.9

To approve the request by Department of Public Works to enter into a Professional Services Agreement with Oneida Nation of Wisconsin. Oneida Nation of Wisconsin will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. Oneida Nation of Wisconsin will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

To approve the PSA.

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # J.10**

To approve the request by Department of Public Works to enter into a Professional Services Agreement with Aaron Renier. Aaron Renier will be working with the City of Green Bay's Energize Green Bay campaign on visual artwork and illustration related to public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. Aaron Renier will be working with the City of Green Bay's Energize Green Bay campaign on visual artwork and illustration related to public outreach envisioned by the Clean Energy Green Bay plan.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_RENIER

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and Aaron Renier (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$2,000 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301."

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:

Its:

Exhibit A

Aaron Renier is entering into a Professional Services Agreement with the City of Green Bay to perform illustration services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

Aaron Renier agrees to create illustrations related to energy efficiency, clean energy, public health, and related electrification topics. The specific activities of this work will be delineated by a mutually agreed upon design brief developed in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described in the outreach plan will be completed by May 11th, 2025.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.11

To approve the request by Department of Public Works to enter into a Professional Services Agreement with the Einstein Project. The Einstein Project will be working with the City of Green Bay's Energize Green Bay campaign on projects related to public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. The Einstein Project will be working with the City of Green Bay's Energize Green Bay campaign on projects related to the public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_EINSTEINPROJECT

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and Einstein Project (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$500 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301."

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:

Its:

Exhibit A

Einstein Project is entering into a Professional Services Agreement with the City of Green Bay to perform outreach services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

Einstein Project agrees to:

- 1.) Construct a solar powered zoetrope that depicts the history of energy use in Green Bay through animation. The zoetrope will be scaled such that it functions as an “attention-getting” device for tabling events.
- 2.) Construct a cutaway model of a typical Green Bay home that has been fully electrified. The model will serve as a three-dimensional illustration for discussion.
- 3.) Create an experiential take-away project related to clean energy for children.

Work will be in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described in the outreach plan will be completed by May 11th, 2025.



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.12

To approve the request by Department of Public Works to enter into a Professional Services Agreement with We All Rise African American Resource Center. We All Rise will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. We All Rise will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

Approve the PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_We All Rise

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and We All Rise African American Resource Center (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$5,000 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301."

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:

Its:

Exhibit A

We All Rise: African American Resource Center Inc. is entering into a Professional Services Agreement with the City of Green Bay to perform outreach services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

As part of the campaign, We All Rise: African American Resource Center Inc. agrees to conduct outreach to the communities they serve related to energy efficiency, clean energy, public health, and related electrification topics. The specific activities of this work will be delineated by a mutually agreed upon outreach plan developed in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described in the outreach plan will be completed by May 11th, 2025.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.13

To approve the request by Department of Public Works to enter into a Professional Services Agreement with NeighborWorks Green Bay for Project: Energize Green Bay; an electrification campaign of the City of Green Bay.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. NeighborWorks will be working with the City of Green Bay's Energize Green Bay campaign on physical and electronic mailings related to public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_NWGB

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and NeighborWorks Green Bay hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$2,100 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:
Its:

Exhibit A

NeighborWorks Green Bay (NWGB) is entering into a Professional Services Agreement with the City of Green Bay to perform outreach services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

NWGB agrees to conduct public outreach to the communities they serve related to energy efficiency, clean energy, public health, and related electrification topics. The specific scope of this outreach includes:

- 1.) A postal mailing to their client base.
- 2.) An email campaign on behalf of Energize Green Bay.

These activities will be developed in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described will be completed by May 11th, 2025.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # J.14**

To approve the request by Department of Public Works to enter into an agreement with Wisconsin Department of Natural Resources (WDNR) for the implementation of the Fox River Area of Concern (AOC) Tank Farm Marsh project and to enter into a Professional Services Agreement with GEI Consultants, Inc. to perform the construction oversight in the amount of \$225,000.

BACKGROUND

The City has been working with WDNR and GEI since 2022 to complete the design of the Tank Farm Marsh project. This phase of the project is for implementation, including construction of the marsh and subsequent maintenance and monitoring through March 31, 2029. The project is funded by grants from the U.S. Environmental Protection Agency through WDNR.

RECOMMENDATION

To approve the Director of Public Works to enter into the agreement with WDNR for the implementation for the Fox River Area of Concern (AOC) Tank Farm Marsh project and approval to enter into a professional services agreement with GEI Consultants, Inc. to perform the construction oversight services over a 5-year period for the amount of \$225,000.

FISCAL IMPACT

The City will provide in-kind services to administer the project. GEI's services will be reimbursed by WDNR in accordance with the grant agreement.

ATTACHMENTS

1. Exhibit A-Grant Conditions GL00E03775
2. Exhibit B-Supplemental conditions for Implementation Projects using Federal Funds with BABA signage requirements
3. Tank Farm Marsh SOW Final
4. Aid Agreement_Green Bay_ TankFarm Draft
5. Appendix I _TankFarmMarsh_Final Design Report_Reduced
6. City of Green Bay_Tank Farm Marsh Phase 2 Proposal_Rev3

EXHIBIT A

EPA TERMS AND CONDITIONS

GLRI GRANT GL-00E03775

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and lobato.mauricio@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and **Mauricio Lobato at lobato.mauricio@epa.gov**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at conner.jennifer@epa.gov and Mauricio Lobato at lobato.mauricio@epa.gov**
- Payment requests (if applicable): **Jennifer Conner at conner.jennifer@epa.gov**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at conner.jennifer@epa.gov**

B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **7/1/2024** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

GLRI Programmatic Terms and Conditions (updated 01/09/2024)

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and **by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

Number – Measure of Progress

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

1.1.2 – Beneficial Use Impairments removed in Areas of Concern.

(b) Object Class Category changes;

(c) Corrective actions;

(d) Projected new work;

(e) Percent completion of scheduled work;

(f) Percent of budgeted amounts spent;

- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

2. Final Report: The Final Report shall incorporate all proposed project outputs and outcomes and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all proposed outputs and outcomes, including but not limited to all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above, all outputs and outcomes related to environmental justice or climate resiliency metrics and outreach, education, and stakeholder engagement. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date.

Electronic versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

III. Environmental results the subrecipient achieved.

IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

1. Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

2. International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Required

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

F. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

G. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

H. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

I. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

1. Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including

environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

2 CFR 1500.12;

40 CFR 35;

[Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);

[EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);

[EPA Quality Management Plan \(QMP\) Standard](#);

[EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and

and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

2. Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

3. GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without

QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

Additionally, the recipient agrees to submit previously EPA-approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

J. NATIONAL HISTORIC PRESERVATION ACT

Pursuant to 36 C.F.R. § 800.2(c)(4), EPA has authorized all assistance agreement recipients and applicants to initiate and carry out consultation under National Historic Preservation Act (NHPA) Section 106, 54 U.S.C. § 306108 on behalf of EPA, for all grants, cooperative agreements, interagency agreements, and other projects under GLNPO's purview, including but not limited to the Great Lakes Restoration Initiative (GLRI), 33 U.S.C. § 1268, and applicable appropriations acts and/or implementing regulations. EPA does not delegate its Tribal consultation responsibilities and will work with the recipient to carry out the appropriate actions.

While all assistance agreement recipients and applicants are authorized to initiate Section 106 consultation on behalf of EPA, EPA retains legal responsibility for findings and determinations required under the Section 106 process. In addition, when applicable, EPA will consult directly under Section 106 with Indian Tribes and Native Hawaiian organizations, pursuant to 36 C.F.R. §§ 800.2(c)(2)(ii).

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, the grantee shall consult with an EPA Project Officer/Focus Area Lead regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

K. Geospatial Data

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

M. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

N. Aggregated Project Grants

Recipient financial reports for Aggregated Project Grants must include an aggregated summary for the aggregated projects by budget object class. Programmatic progress reports shall include (i) a summary table displaying both the individual projects, by budget object class, and the aggregated total and (ii) discrete reports of progress for each individual project.

Exhibit B

Supplemental Conditions for Construction Projects using Federal Funds

For the purpose of this exhibit:

Non-Federal entities that enter into contracts with contractors are considered "Contracting Agencies"
Contracting agencies may be EPA grant recipients or subrecipients.

EPA defines construction in 40 CFR 33.103: Construction means erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.

B.1 Equal Employment Opportunity (41 CFR Part 60)

The Contractor/Contracting Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor/Contracting Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor/Contracting Agency so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor/Contracting Agency agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor/Contracting Agency further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor/Contracting Agency agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor/Contracting Agency under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor/Contracting Agency; and refer the case to the Department of Justice for appropriate legal proceedings.

B2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) and (29 CFR Part 5) and Contract and Work Hours Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor/Contracting Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, in excess of \$2,000 a provision for compliance with the Davis-Bacon Act. The Contractor/Contracting Agency must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor/Contracting Agency entity must report all suspected or reported violations to the Wisconsin Department of Natural Resources.

Contract Work Hours and Safety Standards Act. The Contractor/Contracting Agency shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR Part 5.5a](#) or [29 CFR Part 4.6](#). As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$29 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

In addition to these clauses, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 CFR Part 5.1](#), contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

These records must be maintained and shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Wisconsin Department of Natural Resources and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

B3. The Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#))

The Contractor/Contracting Agency hereby agrees that it will comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor/Contracting Agency must report all suspected or reported violations to the Federal awarding agency.

B4. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended

The Contractor/Contracting Agency hereby agrees that contracts and subgrants of amounts in excess of \$150,000 will comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B5. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor/Contracting Agency hereby agrees that contracts must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

B6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor/Contracting Agency hereby agrees that contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

B6. Contracting with small and minority business, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

The Contractor/Contracting Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B7. Domestic Preference (2 CFR 200.322)

As appropriate and to the extent consistent with law, the Contractor/Contracting Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B8. American Iron and Steel and Build America, Buy America

The Contractor/Contracting Agency agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which the Contractor/Contracting Agency understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless the Contractor/Contracting Agency has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or all of the contributing Agencies have otherwise advised the Contractor/Contracting Agency in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Contractor/Contracting Agency understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions. The Contractor/Contracting Agency must include a clause requiring compliance with BABA requirements in all construction contracts.

B9. Bipartisan Infrastructure Law Signage

The Contractor/Contracting Agency agrees to comply with all signage requirements as described in the Investing in America Signage Packet attached.

Investing in America Signage Packet

This packet is designed to help projects that are required to comply with the Investing in America Signage requirement design a compliant and customized sign.

The packet contains four elements:

- Investing in America Term and Condition
- White House Investing in America Signage Guidelines
- EPA Logo Guidance
- DNR Logo Guidance

Investing in America Signage Required Term and Condition

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.

The White House's Investing in America Signage Guidelines

The Investing in America Signage Guidelines details what is required on the signs and examples of compliant signs.

To download the Investing in America logo, go to <https://www.epa.gov/invest/investing-america-signage>. Scroll down to the Bipartisan Infrastructure Law Signs section.

INVESTING IN AMERICA

Investing In America Signage Guidelines

The Bipartisan Infrastructure Law

The CHIPS and Science Act

The Inflation Reduction Act

The American Rescue Plan



Guidelines for Logo Applications

The purpose of this document is to provide general guidelines for signs displayed at project sites for projects funded under the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), the CHIPS and Science Act, the Inflation Reduction Act, the American Rescue Plan, and other Federally-funded projects as appropriate. The first part of this document pertains to signs for Federally-funded projects that are not installed in the highway right-of-way. For highway signage guidance that is MUTCD compliant please see pages 13 and 14. For all other signs please start here. This document provides information about the Investing In America logo mark as well as how logos, marks and seals of states, cities, and counties can be incorporated into signage. Logos of contractors are not permitted on the signage. When logos are included in signage, the placement should conform to these brand guidelines.

Variations and Usage

There is one approved mark associated with the Investing In America logo. To preserve the integrity of the Investing In America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the ‘marks’ in any way weakens the power of the image and what it represents. Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.

Primary Logo Mark



Colors

The colors, graphics, and fonts used should conform to graphic standards.

COLOR	CMYK	RGB	HEX	PMS
 Blue	83, 48, 0, 48	22 / 68 / 132	#164484	PMS 7687 C
 Red	0, 100, 81, 0	255 / 0 / 49	#FF0031	PMS 185 C
 White	2, 2, 0, 3	242 / 244 / 248	#F2F4F8	Bright White

Logos



White background: logo in red and blue

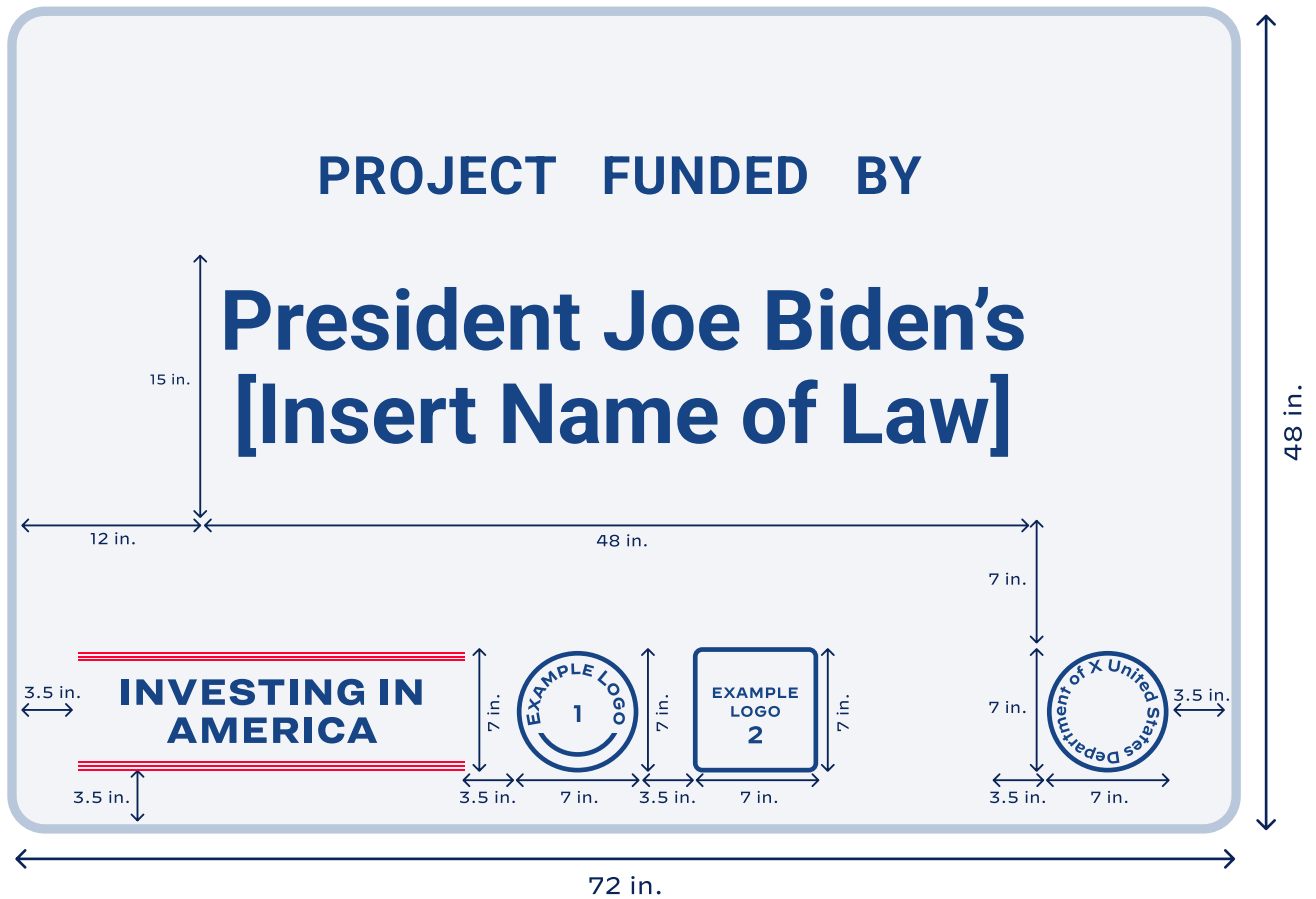


Gray background: logo in red and blue



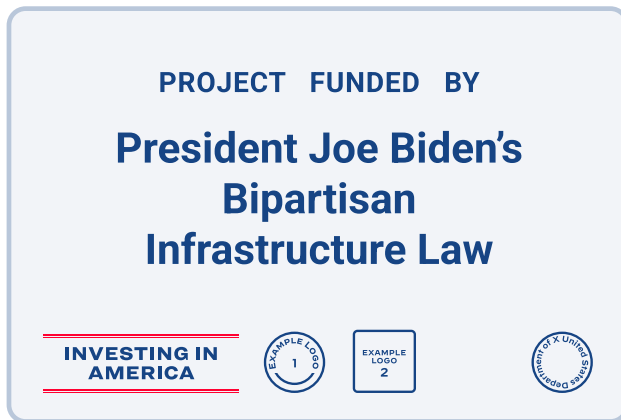
Blue background: logo in all white

Investing In America General Guidelines for Logo Applications



Sign Colors

1. The Bipartisan Infrastructure Law



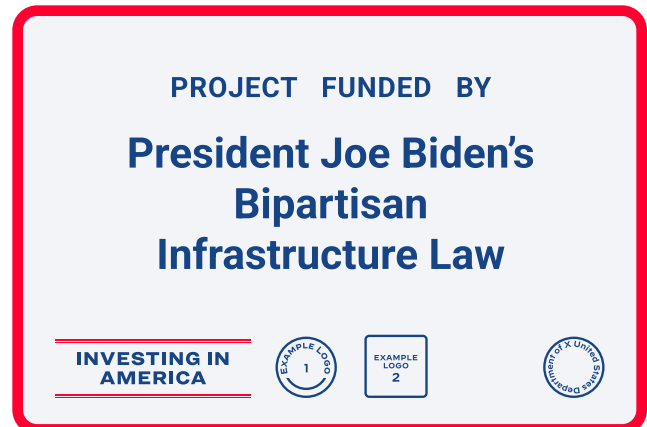
White



Gray



Blue



Red Border

State, City, and County Logo Variations



Square or Circular State Logo: 7x7 in.

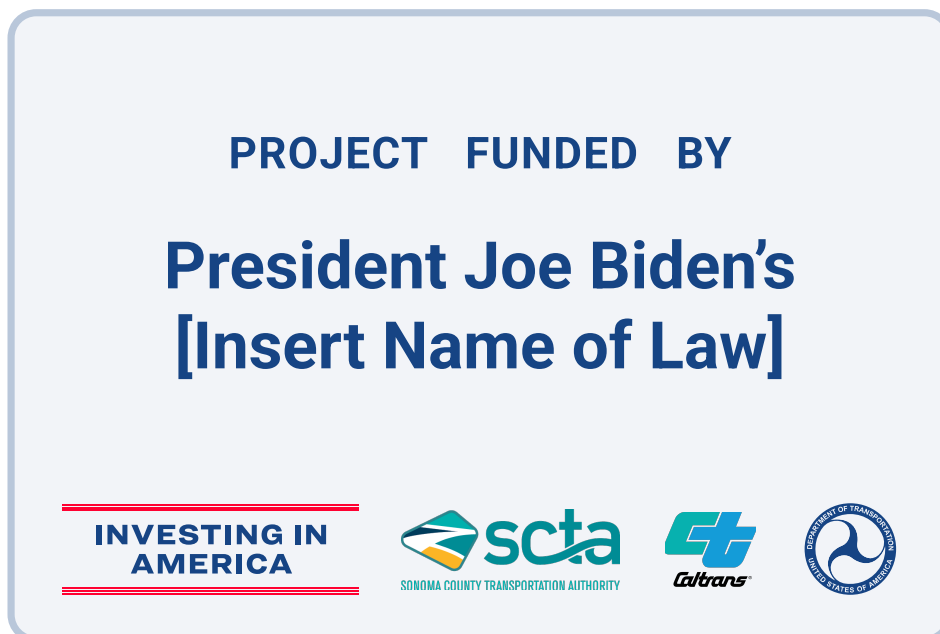


Rectangular or Oval State Logo: **not** to exceed 17.5 x 7 in.

3 Logo Samples



Circular City Logo 7 x 7 in. State rectangular logo should **not** exceed 17.5 x 7 in.



Rectangular State Logo: **not** to exceed 17.5 x 7 in.

2 Logo Samples

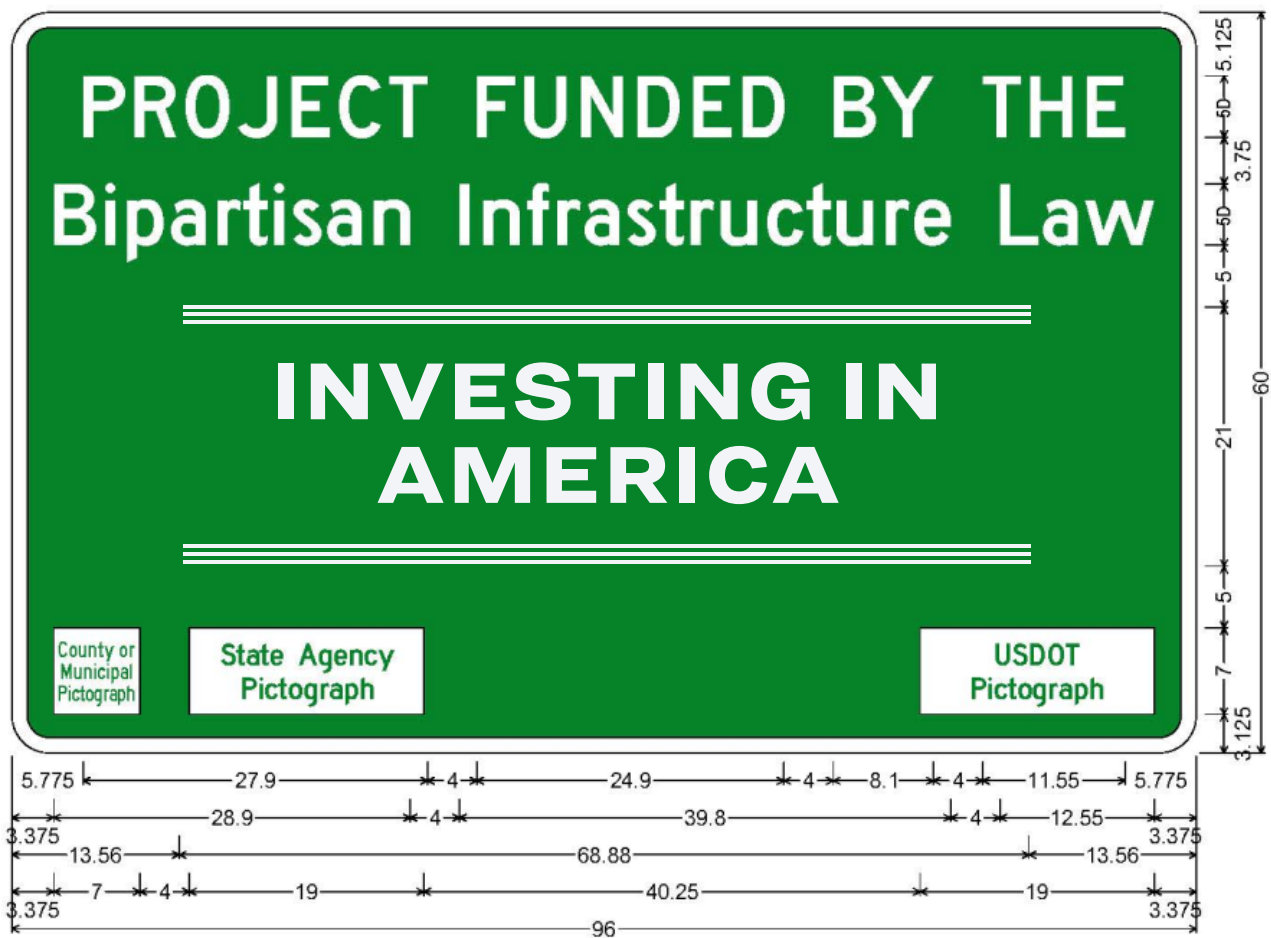


Circular State Logo: 7 x 7 in.

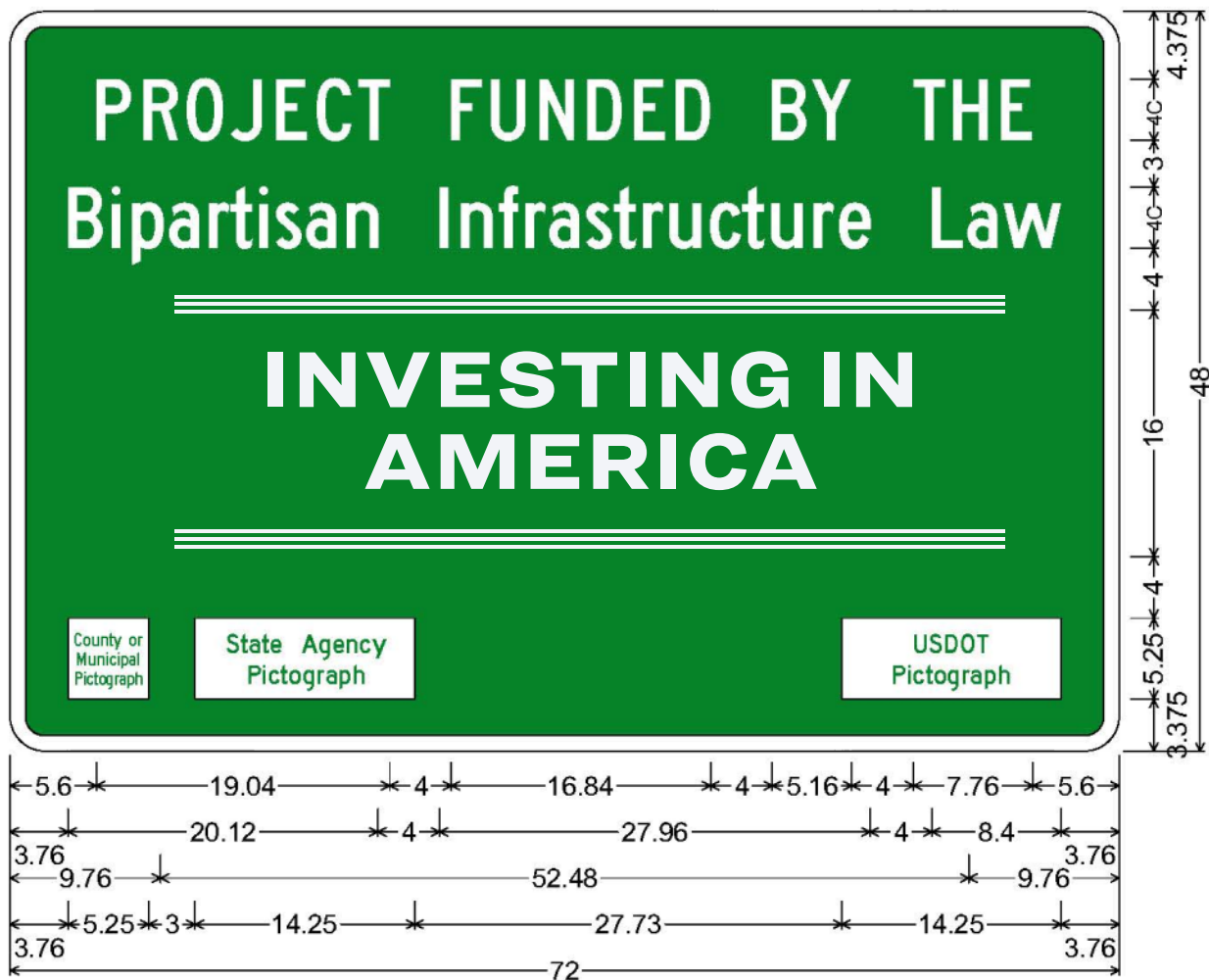


Rectangular State Logo: **not** to exceed 17.5 x 7 in.

Rules for Highway Right of Way Signage 8 Feet



Rules for Highway Right of Way Signage 6 Feet



EPA Logo Guidance

Go to <https://www.epa.gov/aboutepa/using-epa-seal-and-logo> to download EPA logos and find more guidance. When downloading the logos at the bottom of the page, it will prompt you for login information.

Username: epa

Password: graphics

As described on the next page, the EPA logo is the preferred identifier for signage purposes, in part because use of the EPA seal requires prior approval from the EPA. In the example signs above, the EPA logo would replace the U.S. Department of Transportation FTA logo.

EPA LOGO & SEAL SPECIFICATIONS FOR SIGNAGE PRODUCED BY EPA ASSISTANCE AGREEMENT RECIPIENTS

EPA's logo is a two-leaved flower, without stem, accompanied by the Agency's initials to the right. The EPA logo is the primary identifier for use on construction grant signage. Assistance agreement recipients are not required to receive EPA approval to use the EPA logo when used in accordance with the terms and conditions of their assistance agreement award.

The official seal of EPA is circular and is comprised of the two-leaved flower, with stem, encircled by the title UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. The EPA seal may be used only when official comparable seals are used and the recipient has received prior written EPA approval.

It is important that the EPA logo and seal always be reproduced with consistent high quality. The seal and logo must remain intact and unchanged (for example, don't use the flower from the seal by itself). The logo and seal may only be displayed using either the standard color scheme or a single color that complements the background where it appears.

COLOR AND SPACING

- The entire logo and seal must appear in black, gray, or any uniform color or knock out white on a dark background. The flower and text may not be different colors. The flower itself may not contain more than one color. The seal can be monotone or full color, based on the rest of the seals that it's placed with.
- The relationship between the flower portion of the logo and Helvetica type should never be shifted or adjusted.



PMS 362



PMS 660



Process Black at 70%



Process Black 100%



Knock out on a dark color

PREFERRED USE

Use the preferred presentation of the logo on products that do not have enough space for the full logo with text. It may also be used in the presence of other logos.



SIZE AND LOGO WITH OTHER LOGOS

It's important that all parts of the EPA logo be readable. The EPA logo should not be reproduced at sizes any smaller than 1.0" height on a sign. There are no maximum size restrictions as long as the clear space requirements are met. The logo should be made the same relative size as the other logos on the signage.



SIZE AND SEAL WITH OTHER SEALS

When there are multiple state or Federal seals/circular logos, the use of the EPA seal is appropriate with prior written EPA approval. The EPA seal should be the same size as the seals that accompany it and should be a minimum of 3 inches in height.



IMPROPER LOGO USAGE



DNR Logo Guidance

Go to <https://widnr.widencollective.com/c/6shglmrX> to download DNR logos. Generally, the DNR Primary logo should be used on the sign.

LOGO

Primary Logo

The Primary logo consists of three green trees, blue sky and water, white clouds and lettering, a red W and black land and borders.

If monochrome printing is necessary, use one of the single -color versions. Use the all-black version over lighter backgrounds or the reverse all-white logo over dark backgrounds.



Alternate Applications



Social Media
Avatars

Website and GovDelivery



Small Web
Applications



DNR Business
Cards



WISCONSIN
DEPARTMENT OF
NATURAL RESOURCES

Logo Colors



Rich Black
#030000
C=40 M=50 Y=60 K=100



Pantone 185 C
#EF3E42
C=0 M=91 Y=76 K=0



Pantone 305 C
#5CCAE8
C=56 M=0 Y=6 K=0



Pantone 347 C
#009A66
C=100 M=00 Y=76 K=9

Logo Guidelines



Do not use
shadows,
strokes or
effects.



Do not stretch,
skew or rotate
the logo.



Do Not Recolor
the logo



Do not alter
the size, font
or, relationship
of the text.



Do not use the
circular logo
in one color.

Scope of Work

Wisconsin DNR Office of the Great Waters

Project Title: Tank Farm Marsh Implementation, Maintenance and Monitoring

AOC(s): Lower Green Bay & Fox River

Project Applicant:

Steve Grenier, Director of Public Works, City of Green Bay
100 N. Jefferson St., Green Bay, WI 54301
(920) 448-3907
Steven.Grenier@greenbaywi.gov
UEI: ZCUZDCHFP7C6

WDNR Project Manager:

Brie Kupsky, Green Bay Program Coordinator
2984 Shawano Ave., Green Bay, WI 54313
(920) 838-5312
Brianna.Kupsky@wisconsin.gov

Project Location:

Green Bay, WI Brown County, 54301, 8th Congressional District



Project Background/Rationale:

In 2021, DNR and the City of Green Bay jointly submitted a GLRI and Fox River Natural Resource Damage Assessment (NRDA) proposal to support planning and design services for this project, and selected GEI Consultants Inc. (GEI) through a competitive bid process in 2022. GEI completed a final design report and other deliverables in October 2023 that reflects objectives developed by the Project Management Team (PMT), Project Technical Team (PTT) and Technical Advisory Committee (TAC).

The primary project objectives/scope were developed through a combination of historical information, input from key experts, and documentation of existing conditions:

- Improvement of 5 AOC priority habitats and 15 priority populations, therefore improving the overall Loss of Fish and Wildlife Habitat and Degradation of Fish and Wildlife BUI condition scores.
- Re-establishment of a matrix of native wetland vegetation with adaptive zones that provide ecological resilience to daily, annual, and multi-year fluctuations in altered marsh water levels.
- Restoration of habitat to support sustainable survival and reproduction of feasible wildlife species given the project's size, geographic location, and hydrology.
- Improvement of migratory and resident nesting bird and bat habitat.
- Minimization of long-term maintenance costs to control invasive plant species and maintain biotic diversity and ecosystem function.
- Limiting the total area of marsh habitat dominated by invasive plant species to less than 20%.
- Creation of recreational opportunities on site and enhancement of public accessibility and safety.

Ancillary objectives include:

- Enhancement of shoreline fish habitat by enhancing shallow and deep marsh habitats.
- Reduced fish and wildlife contact with potentially contaminated sediment.
- Improved resiliency to variability in Great Lakes water levels, seiche impacts, and stormwater runoff events.

Proposed Work:

The City of Green Bay will be exercising the option to retain GEI Consultants, as outlined in the original RFP and Proposal documents. Construction is currently scheduled for 2026 and will follow plans outlined in the Tank Farm Marsh Final Design Report developed by GEI Consultants (Appendix 1). Work will include:

- Grant Reporting and Compliance – The City of Green Bay will work with DNR and GEI to ensure that grant requirements are being met and reporting/invoicing is completed on time and as agreed in this Scope of Work.
- Final Design and Bidding – GEI, retained through extension of contract, will conduct review and finalization of drawings/specifications/engineers estimate in preparation for bidding and update as needed, renewal of permits as needed, and preparation of bidding documents. Documents will be placed in the City's format for subsequent bidding by the City using a competitive bid process. The City will oversee the bidding process and GEI will assist with design questions and amendments, as needed. Contract award will be made by the City of Green Bay with input from GEI and DNR.
- Construction Oversight – Construction will involve placement of approximately 9.7 acres of wetland fill to create more heterogenous wetland habitat for fish and wildlife, placement of various wildlife habitat structures, and vegetation restoration and management throughout the approximately 35-acre project boundary. GEI will provide construction oversight in conjunction with the City; however, since this will be a City construction contract communication and documents will be routed through the City. GEI will perform all construction inspections, submittal review, pay request review and other construction oversight and support. The City of Green Bay will work with GEI and selected

construction contractor to provide adequate time and resources to support the construction (e.g. processing of City permits, providing utility information, and allowing access to the property).

Collaboration with Partners:

At a minimum, monthly meetings will occur between the Project Management Team (PMT), which includes DNR, City of Green Bay, and GEI and will use collaborative decision-making. The PMT will function within the framework of funding regulations, state statutes, and local ordinances. It is recognized by all parties within the PMT that project outputs must meet Lower Green Bay & Fox River AOC goals and criteria within the scope of the AOC program, and it is DNR's responsibility to ensure satisfaction of these goals and criteria. Additional previously identified goals that contribute to other community and programmatic goals (e.g., improved site access for maintenance and recreation) are also recognized by all parties within the PMT and will be met to the greatest practicable extent.

A Project Implementation Team (PIT) made up of representatives from DNR, City of Green Bay, GEI and other relevant partners will be organized and facilitated by DNR to ensure coordination and continuous communication between parties and to continue discussing long-term maintenance options post-grant closeout. Additional partners invited to participate in the PIT will include, but are not limited to, Brown County, US Venture, LMES Properties LLC, GLC Minerals, Audubon Great Lakes, UW-Green Bay, Ducks Unlimited, Bay Area Bird Club and various interested recreational group representatives.

Timetable: February 1, 2025 – March 31, 2029

[illegible]

Initial Restoration and Installation of Habitat Structures													
Annual Invasive Species and Habitat Structure Monitoring													
Wild Rice Monitoring													
	2027												
Annual Invasive Species and Habitat Structure Maintenance and Monitoring													
Wild Rice Monitoring													
	2028												
Annual Invasive Species and Habitat Structure Maintenance and Monitoring													
Wild Rice Monitoring													
Post-Restoration Wetland Mapping													
	2029												
Final Report Preparation													
Subaward Project Closeout													

Deliverables:

Task 1: Engineering Services and Project Development

The City of Green Bay will procure and coordinate bidding and engineering services during construction. GEI will provide bidding and construction oversight services as the owner's representative under previously procured services. The City of Green Bay and GEI will make any necessary updates with support from DNR and will then be responsible for preparing a bid package using final deliverables from the previous design phase. Deliverables will include:

- a) Completed bid package including construction contract documents (e.g. drawings, special provisions, engineers probable cost estimate);
- b) Bid tabulation.

Task 2: Quality Assurance Documentation

DNR will supply a QAPP outline relevant to activities completed within this scope. GEI will then develop a draft QAPP as the owner's representative that will be reviewed and contributed to by the City of Green Bay and the DNR Project Manager. This draft will be submitted to DNR for final approval. Deliverables include:

- a) Completed, approved, and signed QAPP and any supporting documentation associated with the approved QAPP.

Task 3: Permitting and Regulatory Requirements

The City of Green Bay and GEI will prepare and submit all applicable federal, state, and local permit applications and gain regulatory approvals as required with support from DNR. GEI will

prepare all application materials including supporting attachments and the City will be responsible for review and submittal of the permit applications. This includes preparing or updating materials and ensuring compliance with: National Historic Preservation Act, Endangered Species Act, waterway/wetland activities, municipal requirements and other related regulations. Deliverables to DNR Project Manager include:

- a) Copies of all permit applications, materials, and regulatory correspondence to be retained on file by the City and submitted to the DNR Project Manager.

Task 4: Bidding & Construction Administration

The City of Green Bay will utilize its competitive bid process for construction contracts. GEI will provide construction oversight support to the City of Green Bay, including: attending regular progress meetings, reviewing data/reports submitted by contractor, issuing necessary interpretation and clarifications to the construction contract documents, evaluating and determining the acceptability of substitutions, on-site observation, and payment approval.

Deliverables include:

- a) Contract documents;
- b) Daily on-site construction logs;
- c) Construction meeting agendas and notes;
- d) Documentation associated with submittal and change order reviews;
- e) Payment records;
- f) Project submittals.

Task 5: Construction

The City of Green Bay will be responsible for construction implementation through the construction contract with support from GEI as the owner's representative for construction oversight. The construction will include but is not limited to: the placement of approximately 40,000 cubic yards of appropriate fill material in an approximately 9.7 acre wetland area, placement of various wildlife habitat structures, native vegetation restoration throughout the 35-acre project boundary.

Deliverables include:

- a) As-built construction documentation and construction administration documents noted above.

Task 6: Post-Construction and Restoration Maintenance and Monitoring

The City of Green Bay will be responsible for the implementation of post-construction and restoration maintenance and monitoring for a period of up to three years with support from GEI as the owner's representative, which includes but is not limited to: invasive species management throughout the 35-acre project boundary and potential adjacent buffer areas (as approved by adjacent landowners), monitoring native species establishment and replacing as needed, and monitoring priority fish and wildlife response in collaboration with DNR and other relevant partners on the PIT. Deliverables include:

- a) An updated short and long-term Monitoring and Maintenance Plan, building on previously developed deliverables from the design phase that includes tasks and their associated timing, estimated cost for completion, and agreed upon roles for completion.
- b) Pre- and post-construction maintenance and monitoring photo documentation.

- c) Data collected and interpretation for evaluating AOC priority fish and wildlife populations and habitat condition.

Task 7: Collaboration with PMT, PIT, and other Stakeholders

The City of Green Bay will collaborate with DNR via the assigned DNR Project Manager and other appropriate staff throughout the project. Throughout the period in this scope of work, participate and lead appropriate public input processes and notices. The DNR Project Manager, Brown County Extension Communications Specialist and GEI will support coordination and material development for outreach and/or meetings.

- a) Summary of public feedback, public meeting/stakeholder meeting minutes, copies of informational meeting materials, etc.
- b) Photo documentation (with credits) of events submitted as a digital copy in .jpeg file format for use in publications and outreach materials.

Task 8: Reporting

The City of Green Bay will be responsible for the preparation and submission of quarterly reports and invoices and a final project report. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed. Deliverables include:

- a) Quarterly project reports are due January 10, April 10, July 10, and October 10 from receipt of funding through project close out;
- b) Final report on activities completed with photo documentation (with credits) of restoration activities, events, signage, kiosks, wildlife observed, etc. submitted as a digital copy in .jpeg file format for use in publications and outreach materials;
- c) Signed Federal Requirements Compliance Certification/Closeout Form (attached)

Subaward Project Budget

Budget Detail	Year 1 2/25 – 12/25	Year 2 1/26 – 12/26	Year 3 1/27 – 12/27	Year 4 1/28– 12/28	Year 5 1/29 – 3/29	Total Project Cost
Personnel						
Fringe Benefits						
Travel						
Equipment						
Supplies						
Contractual: Oversight	\$45,000	\$80,000	\$70,000	\$20,000	\$10,000	\$225,000
Contractual: Construction	\$705,000	\$955,000	\$455,000	\$395,000	\$15,000	\$2,525,000
Other						
Total Direct						
Indirect						
Total Project Costs	\$750,000	\$1,035,000	\$525,000	\$415,000	\$25,000	\$2,750,000

Subaward Budget Description:

The City of Green Bay will retain GEI as the design contractor to provide support for bidding and construction oversight. The City will hire a contractor through a competitive bid process for project construction, restoration, monitoring, and maintenance.

Pre-award Costs: No pre-award costs are requested for this project.

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the _____ (the "Municipality") hereby certify that, for all expenditures made for construction/implementation of Tank Farm Marsh Implementation, Maintenance and Monitoring (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, Tank Farm Marsh Implementation, Maintenance and Monitoring has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By:

Date as of

[Name of Municipal Official or Authorized Representative]

[Title]

Attest:

Date as of

[Name of Clerk or Secretary]

[Title]

Dated as of: _____

Dated as of:

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND THE CITY OF GREEN BAY

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and The City of Green Bay (Subrecipient) for the purpose of Tank Farm Implementation, Maintenance and Monitoring.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement the above-named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until March 31, 2029, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Subrecipient to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Subrecipient under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Subrecipient of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Subrecipient agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.

6. DESIGNATED CONTACTS: All communications regarding this agreement will be made through the designated contacts. The designated contacts are:

Subrecipient - Steve Grenier
Director of Public Works
City of Green Bay
100 N Jefferson St Ste 510, Green Bay, WI 54301
Steven.Grenier@greenbaywi.gov
(920) 448-3907

Department - Brie Kupsky
Green Bay Program Coordinator
Office of Great Waters
2984 Shawano Avenue, Green Bay, WI 54313
Brianna.Kupsky@wisconsin.gov
(920) 838-5312

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Subrecipient to fulfill its obligation under this agreement, provided, that the Department shall give the Subrecipient not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Subrecipient at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Subrecipient's default. The equitable adjustment for any termination shall provide for payment to the Subrecipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Subrecipient relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Subrecipient shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Subrecipient in performing this agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Subrecipient is liable for any excess costs for such similar work or services.

- E. The rights and remedies of the Department and the Subrecipient provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.
8. PAYMENT: The Department agrees to reimburse the Subrecipient up to a total of **\$2,750,000** for the costs identified in the attached Scope of Work. The Subrecipient is eligible for expenses incurred from February 1, 2025.

Billings by the Subrecipient shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):

DnrOgwInvoices@wisconsin.gov AND

Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake – OGW/3
P.O. Box 7921
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the agreement.

9. RECORDS ACCESS: The Subrecipient shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Subrecipient shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Subrecipient, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Subrecipient shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT AGENCY: The Subrecipient is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Subrecipient agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.

12. **INSURANCE:** The Subrecipient performing services for the State of Wisconsin shall:
- A. Maintain worker's compensation insurance or self-insure for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. **NONDISCRIMINATION:** In connection with the performance of work under this agreement, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Subrecipient further agrees to take affirmative action to ensure equal employment opportunities. The Subrecipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.
14. **AFFIRMATIVE ACTION:** If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Subrecipient agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (An Subrecipient with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Subrecipient being declared an "ineligible" Subrecipient, termination of the agreement or withholding of payment.
15. **GUARANTEED DELIVERY:** Failure of the Subrecipient to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Subrecipient liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.

16. FUNDING SOURCE: This agreement is funded in part or wholly by grants from the U.S. Environmental Protection Agency, CFDA# 66.469. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement. This agreement will be subject to regulations contained in 2 CFR 200 where applicable. The Subrecipient is responsible for ensuring these regulations are applied accordingly.
- Single Audit: As required in 2 CFR 200.501, a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. The Subrecipient is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received. When a single audit is required, it shall be submitted to DNR via e-mail to: DNRFNSingleAudit@Wisconsin.gov and include The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to Local Governments having 2 CFR Part 200.
17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Subrecipient shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Subrecipient and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Subrecipient hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
- A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. An Subrecipient performing construction activities are required to pay state use tax on the cost of materials.

21. TAX DELINQUENCY: An Subrecipient who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
22. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No. GL00E03775 funding this award and Exhibit B-Supplemental Conditions for Implementation Projects using Federal Funds. It is the responsibility of the Subrecipient to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the Subrecipient or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By _____
Steven C Little, Deputy Secretary

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS

Date _____

By _____
Steve Grenier, Director of Public Works



Consulting
Engineers and
Scientists

Tank Farm Marsh Final Design Report

Green Bay, Wisconsin

Submitted to:

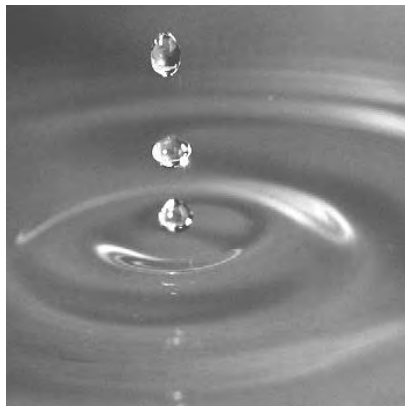
City of Green Bay- Public Works Department
100 North Jefferson Street, Room 300
Green Bay, WI 54301

Wisconsin Department of Natural Resources
2984 Shawano Ave
Green Bay, WI 54313

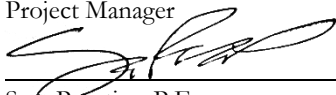
Submitted by:

GEI Consultants, Inc.
3159 Voyager Drive
Green Bay, Wisconsin 54311
920.455.8200

January 17, 2024
Project 2202009




Katie Unke Ehrenberg
Project Manager


Sam Prentice, P.E.
Water Resources Engineer

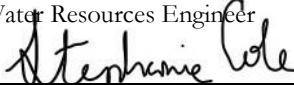

Stephanie Cole
Environmental Scientist

Table of Contents

1.	Introduction	1
2.	Goals, Objectives, and Benefits	2
2.1	Goals	2
2.2	Objectives	2
2.3	Benefits	3
3.	Alterations to the Selected Alternative	4
3.1	Project Area Alterations	4
3.2	Cost Implications	5
3.3	Engineering Feasibility	6
3.4	Constructability	7
3.5	Technical Advisory Committee Feedback	10
3.5.1	March 8, 2023 - Meeting	10
3.5.2	May 17, 2023 - Meeting	11
4.	Site Design	13
4.1	Final Concept and Design Plan	13
4.1.1	Design, Oversight, and Project Administration (Years 0-3)	15
4.1.2	Construction (Year 0)	15
4.1.2.1	Mobilization, Environmental Controls, and Staging	15
4.1.2.2	Site Grading	15
4.1.2.3	Creation of Access Road and Parking Area	16
4.1.3	Initial Restoration (Year 0)	18
4.1.3.1	Hardwood Swamp Modifications	18
4.1.3.2	Native Plant Restoration	18
4.1.3.3	Habitat/ Nest Structure Installation	26
4.1.3.4	Nuisance Species Management	35
4.1.4	Annual Maintenance (Years 1-3)	35
4.1.4.1	Post-construction Wetland Mapping	36
4.1.4.2	Native Plant Restoration	36
4.1.4.3	Habitat/ Nest Structure Maintenance	37
4.1.4.4	Nuisance Species Management	41
4.1.4.5	Road Maintenance	41
4.2	Wild Rice Restoration	41
4.2.1	Wild Rice Overview	41
4.2.2	Existing and Desirable Habitat Conditions	44
4.2.3	Wild Rice Restoration Methodology	45
4.2.3.1	Location	45
4.2.3.2	Seeding Techniques	46
4.2.3.3	Suggested Seeding Rates	47
4.2.3.4	Obtaining Wild Rice Seed	47

	4.2.3.5 Goose/ Carp Exclusion Fencing	48
	4.2.3.6 Post-seeding Vegetation Surveys	50
4.3	Nuisance Species Management	50
4.3.1	Invasive Vegetation Management	50
	4.3.1.1 Non-native Phragmites Management	51
	4.3.1.2 Narrowleaf Cattail Management	51
	4.3.1.3 Common Buckthorn and Non-native Honeysuckle Management	52
	4.3.1.4 Monitoring and Maintenance of Nuisance Species	52
4.3.2	Goose Exclusion Fencing	53
4.3.3	Common Carp Removal and Exclusion	54
4.3.4	Mitigating Potential Muskrat Damage	55
4.3.5	Preventing Beaver Impacts	55
4.4	Project Cost Estimate and Schedule	56
4.5	Permits Needed	58
	4.5.1 Local Permits	58
	4.5.2 State Permits	59
	4.5.3 Federal Permits	60
5.	Literature Cited	61

Appendices

- A. Design Plan Set
- B. Proposed Section Renderings
- C. Tank Farm Marsh Project Schedule

Acronyms and Abbreviations

ATC	American Transmission Company
BMP	Best management practice
BUI	Beneficial use impairment
DBH	Diameter at breast height
D.O.	Dissolved oxygen
GEI	GEI Consultants Inc.
GLRI	Great Lakes Restoration Initiative
H&H	Hydrologic and hydraulic
LGBFR AOC	Lower Green Bay and Fox River Area of Concern
MSL	Mean sea level
NWP	Nationwide Permit
PVC	Polyvinyl chloride
TAC	Technical Advisory Committee
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
UWGB	University of Wisconsin Green Bay
WDNR	Wisconsin Department of Natural Resources
WPDES	Wisconsin Pollutant Discharge Elimination System

1. Introduction

GEI Consultants Inc. (GEI) was selected by the City of Green Bay for planning and design services for fish and wildlife habitat restoration within the Tank Farm Marsh, adjacent ditch, and southwest shoreline of the bay of Green Bay (the Project Area). The purpose of the Tank Farm Marsh project is to improve fish and wildlife habitat to address fish and wildlife-related beneficial use impairments (BUIs) and support long-term delisting efforts. The Tank Farm Marsh, and surrounding Project Area, represent one management action within the Lower Green Bay and Fox River Area of Concern (LGBFR AOC). The City of Green Bay, in partnership with the Wisconsin Department of Natural Resources (WDNR), received Great Lakes Restoration Initiative (GLRI) grant funding to fund development of construction plans and specifications for habitat restoration activities within the Project Area.

Services provided by GEI consist of project communication and planning, documentation of existing conditions, development of a concept plan and basis of design report, development of a final project design, and preparation of permitting and ensuring regulatory compliance.

The concept plan was based upon information provided by the City of Green Bay and the WDNR and documented existing conditions within the Project Area. The concept and design plans were reviewed monthly by the Project Team. Review and feedback from the LGBFR AOC Technical Advisory Committee (TAC) was also integrated into the final concept and design plans. This report documents the design selection process for Tank Farm Marsh and should be reviewed and used in conjunction with the *Tank Farm Marsh – Concept Plan Report* Information on the site background, existing conditions, and other potential design alternates were described in that document and will not be reviewed in this report. This report serves as a basis for the selected design and includes the design plans to date.

As part of the design alternative analysis outlined in the Concept Plan Report, three alternative designs were presented and evaluated. After the presentation and discussion of the three alternatives with the City of Green Bay and the WDNR, Alternative 2 was chosen as the selected alternative. Due to the potential sediment contamination on site, manipulating the sediment during construction via dredging, as proposed in Alternative 1, was not considered a feasible option. This is due to the significant financial burden that would be required if sediment sampling and analysis prior to dredging were carried out. Alternative 3 would be feasible, it would not allow for priority fish and wildlife habitat and population goals to be met. However, with appropriate measures taken to reduce impacts to the existing sediment, placing fill material over the existing sediment to create more desirable topography was considered a feasible option. Therefore, to make the greatest impact to the Tank Farm Marsh site, while limiting sediment disturbances, Alternative 2 was chosen. Further details on the selected alternative and the final design can be found within this report.

2. Goals, Objectives, and Benefits

2.1 Goals

The overall goal of this project is to improve site conditions, within the Tank Farm Marsh, to aid in BUI removal within the AOC. The three BUIs of focus are Degradation of Fish and Wildlife Habitat, Degradation of Fish and Wildlife Populations, and Degradation of Benthos. Specific objectives to achieve their improvement are listed below.

2.2 Objectives

The following table contains the finalized objectives developed throughout the planning process. Initial WDNR goals and objectives were utilized as a framework for current site objectives, while taking into consideration historical data, input from key experts, and documentation of existing conditions.

Table 1. Tank Farm Marsh restoration objectives.

Objective Number	Tank Farm Marsh Restoration Objective
1	Improve LGBFR AOC Fish and Wildlife Habitat and Population Condition Scores
2	Re-establish a matrix of native wetland vegetation with adaptive zones that provide ecological resilience to daily, annual, and multi-year fluctuations in marsh water levels
3	Restore habitat to support sustainable survival and reproduction of feasible wildlife species given the Project Area's size, geographic location, and hydrology. <i>Wildlife to be supported on the site includes:</i> • Migratory and resident avian species • Wetland mammals • Bats • Turtles • Anurans • Coastal aquatic macroinvertebrates
4	Improve migratory and resident nesting bird habitat
5	Minimize long-term maintenance costs to control invasive plant species and maintain biotic diversity and ecosystem function
6	Limit total area of marsh habitat dominated by invasive plant species to less than 20%
7	Create recreational opportunities on site and enhance public accessibility and safety of the site

2.3 Benefits

The final design is anticipated to have the following additional ecological benefits:

- o Enhanced shoreline fish habitat: Although addressing connectivity constraints to the site will not be completed, enhanced shallow and deep marsh habitats, along with native submergent vegetation restoration, could potentially provide suitable spawning habitat and protective habitat for young of the year fish if conditions allow for entry into the site.
- o Reduced fish and wildlife contact with contaminated sediment: By placing clean fill along the western portion of the site, this will act as a barrier to the potentially contaminated sediment. This will reduce the direct contact that aquatic organisms have with the sediment, which may reduce potential long-term impacts the exposure may have.
- o Improved resiliency of the landscape: By creating more variable topography on site, the Tank Farm Marsh wetland complex is expected to be more resilient to the multi-year water level fluctuations within the marsh and bay of Green Bay.

3. Alterations to the Selected Alternative

The original Alternative 2, described in the Concept Plan Report, was further revised under the direction of GEI, WDNR, and other project stakeholders. These revisions include:

- Alternations to the Project Area boundary.
- Reduction in placed fill due to cost implications, need to minimize disturbance to adjacent properties, and avoiding placing fill in known utility easements.
- Addition of an access road and parking area for planned monitoring and maintenance of the site.
- Locating proposed habitat along edges of access road to decrease cost and site disturbance.
- Addition of wild rice restoration areas.
- Incorporation of socio-economic analysis section.

3.1 Project Area Alterations

The initial proposed Project Area consisted of the main wetland complex and a channel which were separated by Hurlbut street. The area in total was approximately 31.5 acres in total size as shown in the *Tank Farm Marsh Concept Planning Report*. The initial Project Area was utilized as a reference during the documentation of existing conditions and off-site review. The Project Area was refined during concept planning to reflect tax parcel lines, and primary project boundaries were expanded to approximately 32.0 acres in size. Due to the small differences in Project Area boundary, previously conducted documentation of existing conditions was not impacted.

The final Project Area for this project consists of a Primary Project Area and Secondary Project Area. The Primary Project Area, approximately 32.0 acres in size, includes land parcels owned by the City of Green Bay and portions of two adjacent parcels owned by US Oil and US Venture. The City of Green Bay has a positive, working relationship with those adjacent property owners. All proposed construction and restoration activities are approved to be conducted within the Primary Project Area.

An additional approximately 5.3 acres was incorporated into design plans as the Secondary Project Area. This area consists of adjacent land not owned by the City of Green Bay in which invasive vegetation management is recommended. The Secondary Project Area is made up of both wetland and upland areas dominated by non-native, invasive plant species. These community types were mapped through a desktop review and are illustrated in Figure 5 below. Management of the non-native, invasive species within the Secondary Project Area is considered crucial to the success of the restoration activities conducted within the Primary Project Area. In order for invasive vegetation management to occur in the Secondary Project Area, the City of Green Bay will need to coordinate with the landowners and secure approval. The boundaries of this area may be modified based upon landowner coordination and available funding. No grading, native plant restoration, or habitat structure installation is proposed for this area.

The Primary and Secondary Project Boundaries are illustrated in Figure 1 below.

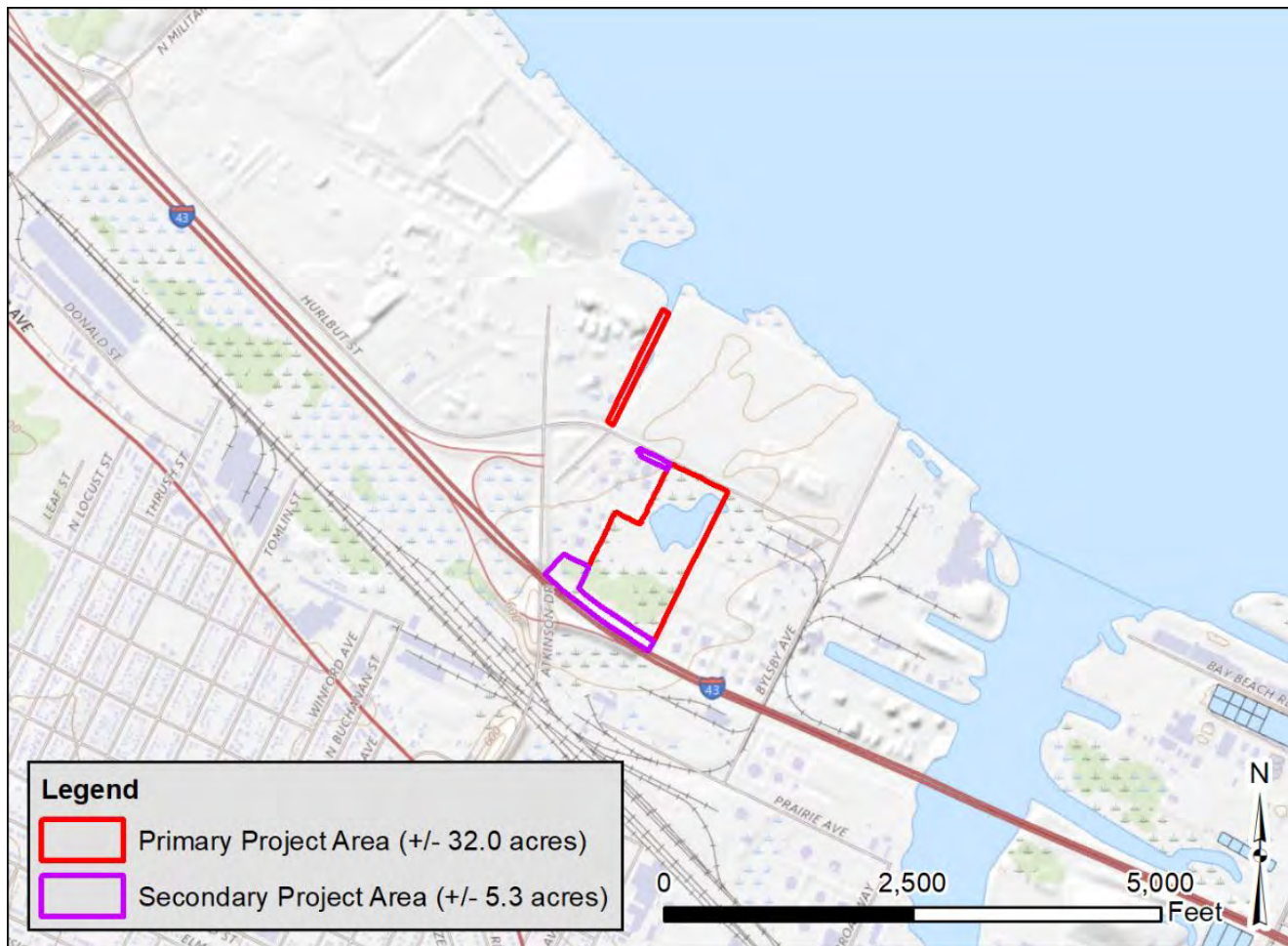


Figure 1. Final Tank Farm Marsh Primary and Secondary Project Areas.

3.2 Cost Implications

The cost of fill material varies greatly based on type, source, placement method, quantity, and quality. This cost will be a large percentage of the overall project cost. While keeping the practicality of the project and its budget limitations in mind, a project design using approximately 44,435 cubic yards of fill was achieved. The total fill is further broken down into the approximate volumes below:

- 1,185 cubic yards of gravel for access roads and public access parking area,
- 4,400 cubic yards of topsoil to be placed in preparation of native plant species restoration,
- 38,850 cubic yards of imported sand to be used as primary fill material.

The cost of fill for this project, including placement costs, is estimated to be approximately \$25.00 per cubic yard and represents approximately 40-45% of the entire current estimated project cost. This estimated cost may be adjusted when a fill source is identified by a selected contractor or if dredged material from a nearby project can be beneficially reused and placed at the site. More details on the type of fill selected for this design and its cost is provided in Section 4 of this document.

The cost estimate also includes three years of maintenance within the Project Area. Maintenance will need to extend past the original proposal of three years, particularly for wild rice management and invasive species control. As with most restoration projects, maximizing the success of plants and restoration projects may involve multiple plantings, exclusion of predation from wildlife, and annual management of invasives species which can be time and labor intensive.

Following year three, a long-term management plan in collaboration with the WDNR and local partners will need to be created to support the continued success of the restoration efforts completed at Tank Farm Marsh. This could include initiating a partnership with UW- Green Bay to incorporate student research and field work opportunities into the long-term maintenance of the site. Adaptive management strategies will need to be implemented to consider and address anticipated current and future threats resulting from climate change. It is likely that management and maintenance needs at the site will shift as time goes on.

3.3 Engineering Feasibility

To minimize handling material at the project site and reduce the unit cost, the fill areas will begin at Hurlbut street and extend into the site in a generally southerly direction. These mass fill areas were designed in a continuous manner rather than isolated “island” formations to maximize the efficiency of the fill placement activities. Fill placements within surface soft and/or wet environments require a stabilized platform for equipment to traverse, hence the purpose of continuously importing the fill from Hurlbut Street and building south on a filled/stabilized path. Creating multiple isolated islands would be difficult and inefficient to deliver the fill material to such areas. Additionally, the final built surface will allow safe access along a constructed road for future maintenance and monitoring activities.

The proposed habitat areas are graded down at shallow slopes from the proposed access road at gradual slopes not exceeding 5%. The orientation of the fill is in isolated peninsulas or “fingers.” Both of these design elements attempt to maximize the shoreline and surface area of habitat available to wildlife while also creating resiliency to rising and falling water levels within the marsh. These elements will create microhabitats and areas of refuge within the shallow marsh and wet meadow communities, providing greater variety in the landscape and in turn supporting a higher variety of species. Grading the site at a steeper slope would result in less habitat acreage because vegetation would be difficult to establish and maintain during changing water levels.

There is an area south of the proposed access road that looks like an island in the design. The design incorporates a potential haul road and staging area to be used during construction that would temporarily connect the southern fill area (island) to the northern fill area as highlighted in Figure 2. After construction, the contractor will remove the haul road and staging area between the two fill areas to meet the design specifications. This will increase shoreline and habitat acreage while maintaining easy access to the north and south areas from Hurlbut Street.

The northern fill area is higher priority. If there is a need to reduce project scope, the southern fill area could be removed from construction plans as a cost-savings measure.

During project review meetings, the TAC voiced their concerns about the potential for invasive species overtaking newly restored areas. The group advocated for a design that included easy access to the entire site for monitoring of native plant growth as well as mapping and treatment of invasive plant species within the Project Area. The parking area, access road, and southern access point to the island will help with early detection and rapid response to invasive plant species which should maximize the success of habitat restoration within the marsh. The parking area is designed for minimal parking to allow users to safely park

off of the busy and heavily used Hurlbut Street. The access road leading into the site from the parking area will be gated for public walk-in access only.

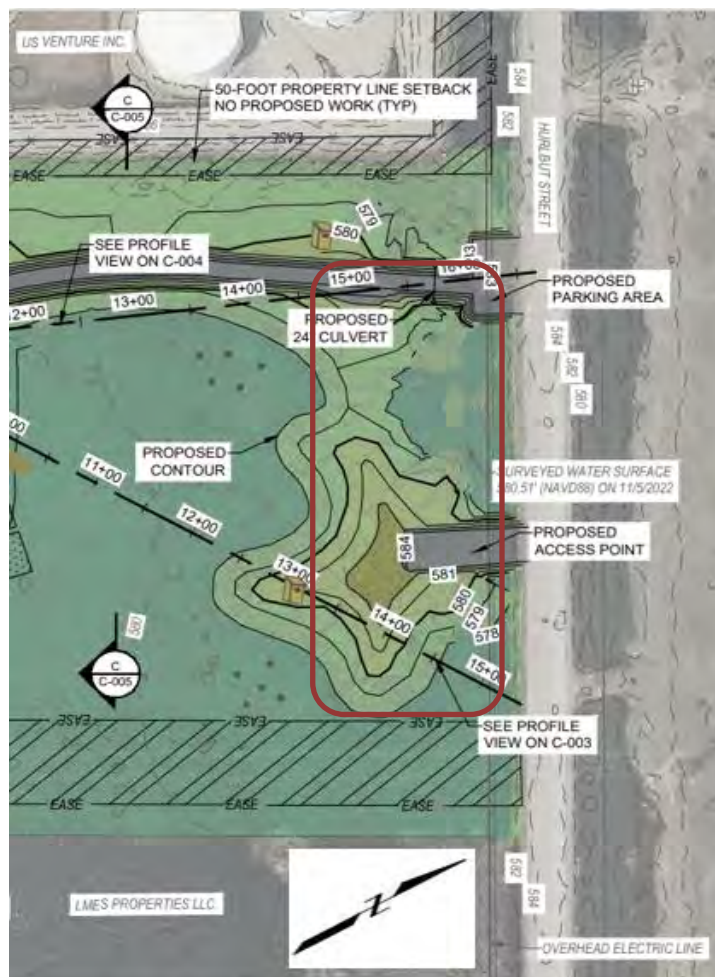


Figure 2. Excerpt from the proposed plans included in Appendix A. The contractor may temporarily fill the proposed wetland areas in between the proposed access road and southern access point during construction. The temporary fill area is outlined in red in the figure.

3.4 Constructability

The Project Area is surrounded by a significant amount of critical infrastructure and utilities. Strong consideration was incorporated into this design to avoid disturbance to these adjacent areas. On the east side of the site, an 80-foot-wide exclusion zone spanning the length of the project was designated to protect an existing ATC transmission line and foundation supports. Additionally, an existing US Venture oil pipeline (buried) runs through the southwest region of the site and a 50-foot-wide exclusion zone was designated along the length of the pipeline. Lastly, a 50-foot-wide exclusion zone was designated on the northwest side of the site along property boundaries with US Venture and US Oil Company to protect their infrastructure, most specifically the existing perimeter containment dikes. Also, there is an existing overhead electric line that parallels Hurlbut Street and the proposed access points to the site. Extreme caution and care will be taken to maintain these overhead lines and minimize disturbance to these areas.

Due to the overly wet conditions onsite, and the potential for underlying soft sediment subgrades, conventional earthwork activities are not conducive to this site. Additionally, dewatering of the site to work in the dry will not be feasible due to the strong relationship between the marsh water levels, the local groundwater table, and Green Bay. Therefore, dewatering techniques are not included. As a result of both the soft subgrade and proposed construction in the wet, special earthwork construction techniques have been considered in this design and are described below.

Due to potential impact concerns of the existing soft sediments, existing sediments are not proposed to be removed as part of the project requirements. Therefore, we anticipate placing the fill material to construct the habitat areas and access road using conventional “surcharge embankment techniques” which advances a large amount of granular fill into and through the soft subgrade to displace the soft material. The surcharging embankment should continue until a stable platform has been reached for additional advancement of construction equipment and additional lifts of fill. An illustration of this technique is provided in Figures 3 and 4.

In overly soft areas, the surcharged embankment may have to consolidate over a certain period of time to obtain the proper stabilization required. We anticipate that low ground pressure equipment will be required to place and grade the fill. This technique will be used starting from the two proposed site access locations off Hurlburt Street where an embankment will be constructed extending from the existing Hurlburt Street embankment. During construction, the access points will also include staging areas for equipment, stockpiles, and site facilities. We anticipate a shoulder closure will be required during construction activities.

Construction staging and sequencing will also be critical to the project’s success. To the extent possible, the filling and surcharge activities should be performed during the dry periods of the construction season to minimize the amount of surface water present and take advantage of lower water levels. An additional measure that could be considered if agreeable to the City of Green Bay is rerouting stormwater inflows away from the Project Area to limit the amount of water disturbance to the work area.

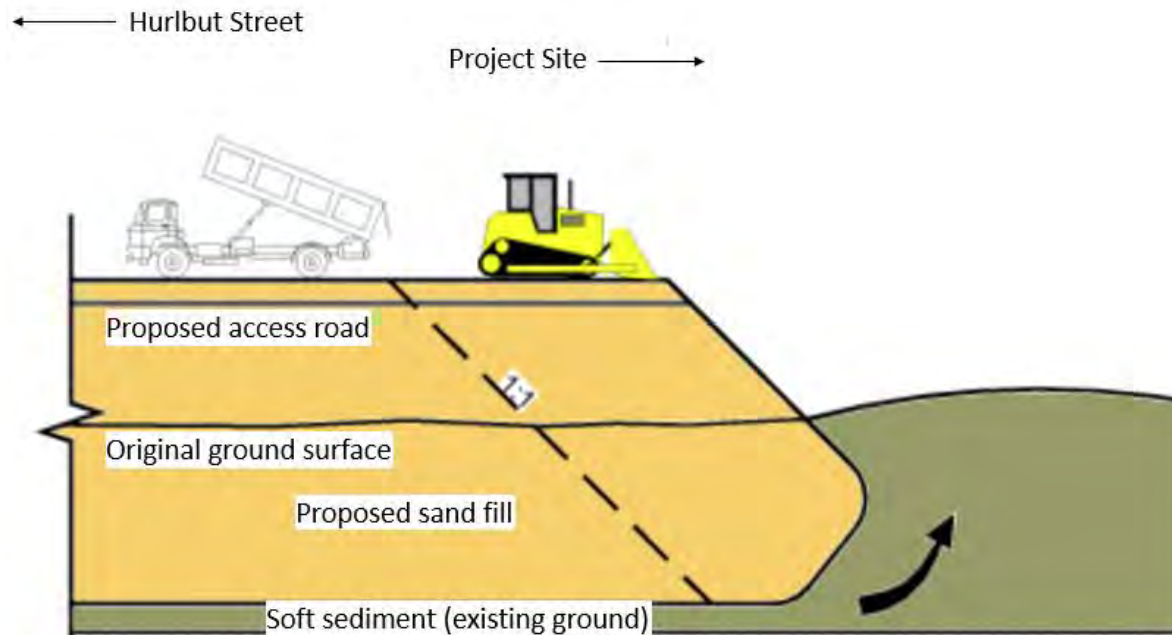


Figure 3. Schematic showing how the surcharge embankment technique may look advancing out from Hurlbut Street and entering the Project Area. Schematic adapted from <https://www.roadex.org/e-learning/lessons/roads-on-peat/types-of-construction/>



Figure 4. Schematic showing how the surcharge embankment technique may look in section view standing on Hurlbut Street and looking out along the proposed access road. Schematic adapted from <https://www.roadex.org/e-learning/lessons/roads-on-peat/types-of-construction/>

3.5 Technical Advisory Committee Feedback

3.5.1 March 8, 2023 - Meeting

GEI met with the Project Team and LGBFR TAC on March 8, 2023, to receive feedback on the concept plan. Those attending the meeting included representatives from the City of Green Bay, WDNR, UW-Green Bay, USFWS, Great Lakes Audubon, and U.S. Venture. Background information on the original three alternatives and rationale for choosing Alternative 2 were presented. An open discussion consisting of affirmations, suggestions, and feedback followed.

Portions of the concept and design plans that the group was in full support and understanding of are as follows:

- Utilization of the existing hardwood swamp island to create both restored hardwood swamp and bat roosting/ heron rookery habitats.
- Installation of nesting/ habitat structures (including osprey platform, wood duck boxes, bat boxes, and floating wrack platforms).
- Utilization of off-site fill to create desirable topography and the limitations revolving around dredging/ sediment manipulation due to potential contamination.
- The lack of restoration focus on shoreline fish species due to connection constraints and inability to control water and improve passage due to potential sediment contamination.
- Omission of restoration activities from the ditch that outlets to Green Bay on the opposite side of Hurlbut Street from Tank Farm Marsh.
- Construction of a parking area off of Hurlbut Street to enhance the safety and accessibility of the site for recreational usage, such as bird watching.
- Incorporation of wild rice restoration in areas of adequate depth to sustain growth throughout annual water level fluctuations while allowing for wind driven flow.

Questions, suggestions, and considerations that the group provided are as follows:

- Incorporation of an access road via raising elevation of the filled area to allow for more accessibility to the site for long-term management. (Gary Van Vreede, retiree of USFWS)
- Utilization of fill from various local stormwater ponds and dredging projects in order to reduce costs and beneficially re-use sediment. (Steve Grenier, City of Green Bay)
- Installation of water control structure in order to control water levels to maintain site topography and invasive species (Gary Van Vreede, retiree of USFWS), although this is not feasible due to contamination restrictions and long-term management requirements.
- Installation of bird flight diverters on existing ATC transmission lines running through the property. (Josh Martinez, WDNR)
- Sourcing woody material for proposed tree crown clusters from City of Green Bay urban forestry department. (Steve Grenier, City of Green Bay)
- Working collaboratively with Audubon, Ducks Unlimited, or other partners to provide nesting boxes and other habitat structures.

Action items from the meeting are as follows:

- Consulting with Lainet Garcia-Rivera (USFWS) for more detailed information on target bat species and rookery habitat restoration.
- Consulting with Tom Prestby (Great Lakes Audubon) for more detailed information on tern nesting platforms.
- Incorporation of the access road into the design plan.
- Further discussion of where to source fill material and if the suggested source locations would be feasible options.
- Consulting with ATC regarding installation of bird flight diverters.
- Planning final design plan feedback meeting with the TAC for May.

3.5.2 May 17, 2023 - Meeting

GEI met with the Project Team and LGBFR TAC on May 17, 2023, to receive feedback on the final concept and design plans. Those attending the meeting will include representatives from the City of Green Bay, WDNR, UW- Green Bay, USFWS, Great Lakes Audubon, and U.S. Venture. The final concept and design plans were presented, highlighting any changes from the previous meeting. An open discussion consisting of affirmations, suggestions, and feedback followed.

Portions of the concept and design plans that the group was in full support and understanding of are as follows:

- Recent incorporation of the access road and parking areas within the design plan.
- Installation of the tern nesting platforms with detailed design information obtained through collaboration with Great Lakes Audubon.
- Incorporation of wild rice restoration in areas of with limited wave/ flow action and protection from invasive carp disturbance.
- Rationale behind contamination concerns and the constraints this causes for sediment manipulation.

Questions, suggestions, and considerations that the group provided are as follows:

- Incorporation of socio-economic analysis section within the concept and design plans to reiterate that the project will create recreational opportunities and be accessible to all.
- Adjusting Dissolved Oxygen (D.O.) targets for the site based on monitoring that has been recently conducted in Duck Creek/ bay of Green Bay.
- Consideration of floodplain impacts in the surrounding area based on the addition of fill into the site, although this has already been addressed through hydrologic and hydraulic (H&H) modelling conducted for the site.
- Working collaboratively with Audubon, Ducks Unlimited, or other partners throughout the construction/ implementation phases of the projects.

Action items from the meeting are as follows:

- Incorporation of socio-economic analysis section into the concept plan.
- Coordination with Project Team regarding public outreach/ stakeholder meeting tentatively planned for mid-Fall.
- Further discussion with Project Team and partners on where to source fill material.
- Consulting further with WDNR regarding required wetland/ waterway fill permit.

4. Site Design

4.1 Final Concept and Design Plan

This section contains a detailed explanation of the selected alternative and design plan, including descriptions of construction, restoration, and maintenance actions to be taken each year throughout the entirety of the project's implementation phase. An overview of what this will require in terms of budget, annual labor, and local, state, and federal permitting is included. These sections considered the best available data and feedback from both local and statewide technical experts in the field. A complete plan set is included as Appendix A and renderings of proposed site cross sections are included as Appendix B.

The following table provides a summary of existing and proposed wetland acreages within the Project Area. Further information on existing wetlands can be referenced in the *Tank Farm Marsh – Concept Planning Report*. Proposed wetland communities were determined based on expected final sediment elevations and will be described throughout the remainder of this document. This table will serve as a reference of pre and post restoration conditions at the Tank Farm marsh.

Table 2. Existing and proposed wetland communities within the Tank Farm Marsh.

Design Habitat Types		Elevations		Baseline Acres			Restoration Design Targets			
				Primary Project Area		Total	Primary Project Area		Secondary Project Area**	Total
				Marsh	Channel*		Marsh	Channel*		
Submergent Marsh		575	578	26.08	1.80	27.88	13.05	1.80	0	14.85
Emergent Marsh/ Wet Meadow	Emergent Marsh	578	580	0.43	0.12	0.55	8.77	0.12	3.59	12.48
	Wet Meadow	580	582				2.48			2.48
Shrub Carr		582	582	0	0	0	0.60	0	0	0.60
Hardwood Swamp		582	588	0.18	0	0.18	2.31	0	0.08	2.39
Heron Rookery		582	588	0	0	0	1.33	0	0	1.33
Upland		582	588	3.18	0.22	3.4	0.59	0.22	1.61	2.42
Access Rd. and Access Point		584	584	0	0	0	0.73	0	0	0.73
Totals:				29.87	2.14	32.01	29.87	2.14	5.28	37.29

*Unmodified – no restoration activities are planned for the channel; **Assumes necessary landowner permissions are in place for invasive species treatment on adjacent properties



Figure 5. Existing wetland communities within the Tank Farm Marsh Primary and Secondary Project Areas.

4.1.1 Design, Oversight, and Project Administration (Years 0-3)

The current project scope includes design and permitting, but no construction services. The project will need a contractor bid package created, distributed to potential contractors, hosting of a site visit for prospective contractors, review of submitted bids, and selection of a contractor. Following contractor selection, oversight of the contractor's workplans and activities on-site will also be necessary for the duration of the project during key milestones. Following construction completion, time will be necessary for WDNR, City of Green Bay, and the selected consultant to administer the monitoring and maintenance plan for the site for a minimum of three years.

4.1.2 Construction (Year 0)

Following the selection of a contractor, the project will enter the construction phase with input from the City of Green Bay, WDNR, and the selected consultant to permit construction oversight. The construction is planned for Quarter 4 of 2024 through Quarter 2 of 2025, with proposed planting, habitat structure placement, and additional restoration measures occurring late in the 2025 field season.

4.1.2.1 Mobilization, Environmental Controls, and Staging

Due to the non-traditional nature of the site (potential contaminants, working in the wet, soft subgrade), mobilization will most likely take more time than a traditional site. Mobilization will consist of bringing equipment to the site, installing silt fence, turbidity curtain, and other environmental controls, and building and identifying staging areas for separate materials to avoid utility conflicts, promote worker safety, and minimize conflicts with industrial traffic on Hurlbut Street.

During this phase, the shoulder and potentially both lanes of Hurlbut Street will need to be temporarily closed due to little to no existing work areas within the marsh. Silt fence will be placed adjacent to the downhill slope of Hurlbut Street and a turbidity curtain will be used as necessary to minimize sediment movement downstream during construction. The turbidity curtain will be moved with the work area and deposited sediment is to be removed as necessary to maintain turbidity trap function and prior to removal of turbidity curtain.

4.1.2.2 Site Grading

The selected fill material that will be used to reach the final design grades for this project includes sand for the base, topsoil on top of placed sand, and fine gradation aggregate for the access road, parking area, and access point. The design estimates approximately 40,000 cubic yards of sand will be used, making it the primary fill material. Topsoil volumes were estimated at approximately 4,400 cubic yards which includes a depth of 6 inches that will be placed over the sand in areas above the average water level of 579' or above the water level during construction, whichever is lower.

The grading of the proposed habitat areas will have a gentle slope not exceeding 5% to allow for stable slopes and the planted vegetation to move up or down the graded areas to adjust to the change in water levels over time (Figure 6).

4.1.2.3 Creation of Access Road and Parking Area

The parking area will provide the public with viewing access to the site for nature enthusiasts and birders, among others, that was previously not accessible. Users of the area can access the site after parking, but the access road will be gated so only authorized vehicle access is permitted.



Figure 7. Excerpt from proposed plans showing access roads beginning at Hurlbut Street along the north side of the site and proceeding along west and east edges. Gray solid hatching represents the access areas.

The second, shorter access road, also beginning at Hurlbut Street, will end at the proposed south island near the east edge of the property. The secondary access road is southeast of the main access road and will be approximately 105 feet long. No culverts are proposed under this road. The smaller footprint will allow water to circulate around the island.

Both access points will allow the City of Green Bay and contractors to access the site for future maintenance. This includes, but is not limited to, maintenance of plantings, roads, and invasive species. The access areas will be constructed on top of the proposed sand fill material of fine gradation aggregate from $\frac{3}{4}$ inch to $1\frac{1}{4}$ inch material placed at a 12-inch depth.

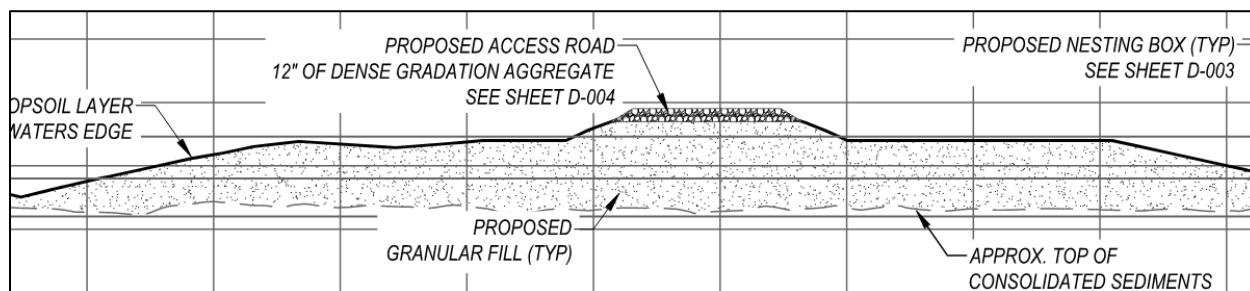


Figure 8. Excerpt from Proposed Plans included in Appendix A showing how the proposed fill, road, and habitat structures will be constructed.

4.1.3 Initial Restoration (Year 0)

The restoration phase of the project will begin following initial construction activities. The restoration phase will consist of modifications to the hardwood swamp, native plant restoration, habitat and nesting structure installation, and nuisance species management. Detailed information on each of these actions are described below.

4.1.3.1 Hardwood Swamp Modifications

Although this region was delineated as upland forest with pockets of forested wetland, the ecological function and location of this community was determined by GEI and WDNR staff to resemble more closely that of a hardwood swamp. This is based on the rationale that hardwood swamp associated priority wildlife groups/species would benefit from restoration actions completed within this area such as bats, waterfowl, woodland wetland birds, coastal terrestrial macroinvertebrates, and land birds. Therefore, this area will continue to be referred to as the hardwood swamp throughout the remainder of this report.

Modifications to the hardwood swamp will include approximately 2.4 acres of hardwood swamp restoration and approximately 1.4 acres of heron rookery and bat habitat creation. Species that are most likely to utilize this habitat for nesting/ roosting include great blue heron, great egret, black crowned night heron, and eastern red bat, big brown bat, and little brown bat.

Most of this area is dominated by mature cottonwood trees ranging from 40-60 feet tall. Approximately 40 cottonwood trees will be girdled to enhance heron rookery and bat habitat. Additionally, over 60 trees and 300 shrubs will be planted. See Table 5 for species and quantities.

It is recommended that two sites, 20 trees each, be girdled to create stands of dead trees approximately 100 feet by 100 feet in size. This process will consist of using a chainsaw to cut 1-2 inches around a tree to interrupt sap flow and cause the tree to die over time. The bird species mentioned above will utilize the tops of these standing dead trees as nesting habitat. Stands of trees with greater than 3-inch DBHs will be avoided, as their bark crevice's provide roosting habitat for bats.

This tree girdling process will also lead to a forest canopy gap as the trees die and tip over, allowing sunlight to reach the forest floor. Native species will be planted and seeded in these canopy gaps to allow them to grow under better light conditions. These efforts will increase the biodiversity and vertical structure within the forested community. Further details on the native plant restoration can be found in Section 4.1.3.2 below. Invasive vegetation management of common buckthorn will also be carried out throughout the entirety of the hardwood swamp.

Up to six wood duck nest boxes, four modified wood duck nest boxes for priority waterfowl and woodland species, and six bat houses will be installed along the edge of the hardwood swamp to provide additional nesting habitat. These efforts will be conducted between late summer through winter of 2025. Additional information on target species for seeding, plantings, and nest boxes is included in Sections 4.1.3.2 and 4.1.3.3 below.

4.1.3.2 Native Plant Restoration

Native seed, wild rice, plugs, shrubs, and trees will be planted throughout and adjacent to the graded areas to create the desired habitat types. The seed mix and type of plants will depend on which habitat type is being restored and the availability of each species at the time of construction. Seeded areas will also be prepared

and covered with 100% biodegradable erosion control blanket and protected against nuisance species. Trees will be protected against herbivory by tree guards.

Submergent/ Emergent Marsh

Planting and seeding will be carried out in areas of proposed submergent/ emergent marsh. Areas of optimal substrate, as shown in Figure 9 below, should be taken into consideration when planting and seeding. Areas with interspersed dead, cut non-native phragmites hummocks do not provide optimal substrate for aquatic vegetation and should be avoided.

Planting and seeding in the Submergent/ Emergent Marsh areas will consist of plugs and a submergent/ emergent marsh seed mix obtained from a qualified seed supplier. Seeding immediately following final grading and a cover crop should also be used to better disperse the seed and hold the freshly graded soil in place while the native seeds germinate. Erosion control blanket should be placed over seeded areas once the seed is raked, watered, and compacted into the soil.

The proposed seeding area consists of approximately 2.35 acres of emergent marsh above an elevation of 579 feet above mean sea level (MSL). This elevation is the average water level elevation of the Tank Farm Marsh, and this threshold was chosen to focus seeding efforts in areas of exposed sediment. Seeding within the emergent marsh is not proposed below an elevation of 579 feet above MSL, as seeding efforts of this kind are not as effective when seeding into open water. As water levels fluctuate annually within the marsh, the seeding area may be expanded to include additional areas of exposed sediment in lower water years. Annual maintenance efforts described in Section 4.1.4.2 will be utilized to address these fluctuations.

Plant plugs should be planted densely every three feet with larger plugs placed at or near the water's edge of the grading area to promote emergent/ submergent habitat. A total of 18,236 plugs will be planted across approximately 3.78 acres of emergent/ submergent marsh. Plugs will consist of 9,000 herbaceous plants (1.86 acres), 2,236 floating-leaved plants (0.46 acres), and 7,000 submergent plants (1.45 acres).

Depending on the species, plug planting locations may be extended further into the submergent marsh community adjacent to the grading areas. For submergent plants, staking with wood and placing deeper underwater may be possible. The plugs will need to be planted through cuts and openings in the erosion control blanket as shown in the photo below. Five-foot-tall fencing should be placed around the seeding area. Wooden posts should be driven into the ground, and heavy-duty plastic fencing should be attached to the posts to resist geese from entering the planting area.

An additional 1.50 acres of emergent/ submergent marsh will be seeded with wild rice seed. It is important to note wild rice areas will not require use of cover crop or erosion control blanket. Plantings should be conducted in either the late fall or early spring depending on when final grading is complete.

To prevent geese from flying inside the fenced areas, a thin rope should be strung across the width of the seeding areas. This fence should be left in place for the three years of maintenance. A more detailed explanation of the goose exclusion fencing can be found in Section 4.3.2.

Native species recommended for seeding are listed in Table 3 and species recommended for plug plantings are listed in Table 4. More detailed information on wild rice restoration can be found in Section 4.2 below.



Figure 9. Area of optimal substrate for aquatic vegetation. Substrate outside of this polygon was observed to contain dense, cut stands of dead non-native phragmites, which could inhibit the ability of native seeds to reach the substrate.



Figure 10. Restoration site where submergent marsh plugs are planted underwater. Note the plugs planted through the erosion control blanket to the right of the GEI staff member.



Figure 11. Project site restored by GEI in Menominee, Michigan showing erosion control blanket placed and plugs planted through openings in blanket using tree bars.

Table 3. Submergent/ Emergent Marsh seed mix recommended for seeding within the Tank Farm Marsh submergent/ emergent wetland community*

Scientific Name	Common Name	Oz./Acre
<i>Acorus calamus</i>	Sweet flag	5.00
<i>Alisma subcordatum</i>	Southern water plantain	2.00
<i>Bolboschoenus fluviatilis</i>	River bulrush	2.50
<i>Calamagrostis canadensis</i>	Blue joint grass	1.25
<i>Carex comosa</i>	Bristly sedge	5.00
<i>Carex crinita</i>	Fringed sedge	2.00
<i>Carex hystericina</i>	Porcupine sedge	5.00
<i>Glyceria grandis</i>	Reed manna grass	3.00
<i>Glyceria striata</i>	Fowl manna grass	2.00
<i>Iris virginica shrevei</i>	Southern blue flag iris	3.50
<i>Juncus effusus</i>	Common rush	0.30
<i>Leersia oryzoides</i>	Rice cut grass	4.00
<i>Mimulus ringens</i>	Monkey flower	0.20
<i>Sagittaria latifolia</i>	Common arrowhead	2.00
<i>Schoenoplectus acutus</i>	Hardstem bulrush	1.00
<i>Schoenoplectus tabernaemontani</i>	Softstem bulrush	2.50
<i>Scirpus atrovirens</i>	Dark green rush	2.00
<i>Scirpus cyperinus</i>	Wool grass	0.75
<i>Scirpus pendulus</i>	Red bulrush	1.00
<i>Sparganium eurycarpum</i>	Common bur-reed	6.00
<i>Spartina pectinata</i>	Prairie cordgrass	13.00

*Seed mix information obtained from: <https://www.agrecol.com/WetlandEmergent>

Wet Meadow

Seeding within the wet meadow area will consist of 2.5 acres seeded with a wet prairie seed mix. The seed mix will be obtained from a qualified seed supplier. Seeding should be conducted immediately following final grading and a cover crop should also be used to better disburse the seed and hold the freshly graded soil in place while the native seed germinates. Erosion control blanket should be placed over seeded areas once the seed is raked, watered, and compacted into the soil. Seeding should be conducted in either the late fall or early spring depending on when final grading is complete. Five-foot-tall fencing should be placed around the seeding area, following guidance within the submergent/ emergent sections above. Native species recommended for seeding are listed in Table 5.

Table 5. Wet prairie seed mix recommended for seeding within the Tank Farm Marsh wet meadow wetland community*

Scientific Name	Common Name	Oz./Acre
<i>Anemone canadensis</i>	Meadow Anemone	0.50
<i>Asclepias incarnata</i>	Marsh (Red) Milkweed	4.00
<i>Aster novae-angliae</i>	New England Aster	1.00
<i>Aster puniceus</i>	Swamp Aster	1.00
<i>Baptisia leucantha (alba)</i>	White Wild Indigo	2.00
<i>Bromus ciliatus</i>	Fringed Brome	32.00
<i>Carex bebbii</i>	Bebb's Oval Sedge	1.00
<i>Carex crawfordii</i>	Crawford's Sedge	0.40
<i>Carex crinita</i>	Fringed Sedge	1.00
<i>Carex scoparia</i>	Lance-Fruited Oval Sedge	0.50
<i>Carex stipata</i>	Common Fox Sedge	3.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1.50
<i>Cassia hebecarpa</i>	Wild Senna	6.00
<i>Elymus virginicus</i>	Virginia Wild Rye	48.00
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	0.40
<i>Eupatorium perfoliatum</i>	Boneset	0.50
<i>Gentiana andrewsii</i>	Bottle Gentian	0.10
<i>Glyceria canadensis</i>	Rattlesnake Grass	3.00
<i>Glyceria grandis</i>	Reed Mana Grass	2.50
<i>Helenium autumnale</i>	Sneezeweed	0.25
<i>Heliopsis helianthoides</i>	Early Sunflower	1.50
<i>Liatris spicata</i>	Marsh Blazing Star	1.00
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.50
<i>Mimulus ringens</i>	Monkey Flower	0.25
<i>Monarda fistulosa</i>	Wild Bergamot	2.00
<i>Parthenium integrifolium</i>	Wild Quinine	1.00
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.25
<i>Ratibida pinnata</i>	Yellow Coneflower	3.00
<i>Scirpus pendulus</i>	Red Bulrush	0.50
<i>Silphium terebinthinaceum</i>	Prairie Dock	1.00
<i>Solidago graminifolia</i>	Grass-Leaved Goldenrod	0.10
<i>Solidago ohioensis</i>	Ohio Goldenrod	1.00
<i>Solidago riddellii</i>	Riddell's Goldenrod	1.50
<i>Verbena hastata</i>	Blue Vervain	1.50
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Golden Alexanders	4.00

*Seed mix information obtained from: <https://www.agrecol.com/WetPrairie>

Shrub Carr

Planting and seeding within the shrub carr area will consist of 0.6 acres seeded with a wet prairie seed mix and potted shrubs in #2 containers. The seed mix will be the same as described for the wet meadow community above. The shrubs will be planted at a less dense rate than the emergent plugs, approximately every 6-10 feet for a total of 266 shrubs. The timing and methods for seeding should follow a similar pattern and species to those described for the wet meadow seed mix above, and shrub planting should follow a similar pattern to those described for the hardwood swamp listed below.

Table 6. Native shrub species recommended for planting within the Tank Farm Marsh shrub carr wetland community

Scientific Name	Common Name	Qty.
<i>Cornus amomum</i>	Silky dogwood	26
<i>Cornus sericea</i>	Red-osier dogwood	56
<i>Ribes americanum</i>	Wild black currant	26
<i>Salix bebbiana</i>	Bebb's willow	26
<i>Salix discolor</i>	Pussy willow	40
<i>Salix petiolaris</i>	Meadow willow	26
<i>Sambucus canadensis</i>	Elderberry	26
<i>Spiraea alba</i>	Meadowsweet	40
Total		266

Hardwood Swamp

Planting and seeding within the hardwood swamp will consist of two, 0.25-acre plots (0.5 acres total) seeded with a native, woodland seed mix and potted shrubs and trees in #2 containers. Seeding should be conducted following initial construction and invasive treatments on the island. A cover crop should also be used to better disburse the seed and hold the freshly graded soil in place while the native seed germinates. A layer of straw mulch should be placed over the seeded areas once the seed is raked, watered, and compacted into the soil.

Plantings should be conducted in either the late fall or early spring depending on when initial construction is complete. The shrubs will be planted at a less dense rate than within the shrub carr, approximately every 8 feet for a total of 375 shrubs. The trees will be planted approximately every 20 feet for a total of 61 trees. To protect the plantings from deer browsing and other animal disturbances, four-foot-tall tree guards should be installed on individual trees. Tree, shrub, and herbaceous species recommended for plantings and seeding are listed in Table 7.

Table 7. Native species recommended for seeding and planting within the Tank Farm Marsh shrub carr hardwood swamp wetland community

Trees - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Acer rubrum</i>	Red maple	3
<i>Acer saccharinum</i>	Silver maple	9
<i>Betula alleghaniensis</i>	Yellow birch	9
<i>Carpinus caroliniana</i>	Hornbeam	9
<i>Celtis occidentalis</i>	Hackberry	3
<i>Platanus occidentalis</i>	Sycamore	9
<i>Quercus bicolor</i>	Swamp white oak	3
<i>Quercus macrocarpa</i>	Bur oak	4
<i>Tilia americana</i>	Basswood	3
<i>Ulmus americana</i>	American elm	9
Total		61

Shrubs - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Alnus incana</i>	Speckled alter	35
<i>Cephalanthus occidentalis</i>	Buttonbush	35
<i>Cornus amomum</i>	Silky dogwood	40
<i>Hamamelis virginiana</i>	Witch hazel	35
<i>Ilex verticillata</i>	Winterberry	40
<i>Lindera benzoin</i>	Spicebush	40
<i>Rubus pubescens</i>	Swamp raspberry	35
<i>Sambucus canadensis</i>	Elderberry	40
<i>Viburnum lentago</i>	Nannyberry	75
Total		375

*Woodland seed mix information obtained from:
<https://www.agrecol.com/WoodlandMix>

Woodland Seed Mix (0.5 acre)*		
Scientific Name	Common Name	Oz/Acre
<i>Actaea rubra</i>	Red baneberry	0.8
<i>Agastache scrophulariifolia</i>	Purple giant hyssop	1.6
<i>Ageratina altissima</i>	White snakeroot	0.4
<i>Allium tricoccum</i>	Wild leek	3.2
<i>Anemone virginiana</i>	Tall anemone	0.8
<i>Aquilegia canadensis</i>	Wild columbine	1.6
<i>Blephilia hirsuta</i>	Wood mint	0.8
<i>Campanula americana</i>	Tall bellflower	3.2
<i>Carex blanda</i>	Common wood sedge	0.8
<i>Carex grayi</i>	Common bur sedge	4.8
<i>Carex pensylvanica</i>	Common oak sedge	0.8
<i>Caulophyllum thalictroides</i>	Blue cohosh	3.2
<i>Cinna arundinacea</i>	Common wood-reed	1.6
<i>Claytonia virginica</i>	Spring beauty	0.8
<i>Cryptotaenia canadensis</i>	Honewort	1.6
<i>Desmodium glutinosum</i>	Pointed-leaved tick trefoil	3.2
<i>Diarrhena obovata</i>	Beak grass	6.4
<i>Elymus hystrix</i>	Bottlebrush grass	9.6
<i>Eurybia macrophylla</i>	Big-leaved aster	0.6
<i>Eutrochium purpureum</i>	Purple Joe-pye weed	0.8
<i>Maianthemum racemosum</i>	Solomon's plume	3.2
<i>Mertensia virginica</i>	Virginia bluebells	0.16
<i>Osmorhiza claytonii</i>	Sweet cicely	3.2
<i>Pensemon calycosus</i>	Smooth beard-tongue	0.6
<i>Persicaria virginiana</i>	Woodland knotweed	3.2
<i>Polygonatum biflorum</i>	Solomon's seal	3.2
<i>Prenanthes alba</i>	Lion's foot	1.6
<i>Rudbeckia laciniata</i>	Wild golden glow	0.8
<i>Sanguinaria canadensis</i>	Bloodroot	0.1
<i>Scrophularia marilandica</i>	Late figwort	1.6
<i>Smilax lasioneura</i>	Common carrion flower	2.4
<i>Solidago flexicaulis</i>	Zig zag goldenrod	0.2
<i>Solidago ulmifolia</i>	Elm-leaved goldenrod	0.4
<i>Symphyotrichum lateriflorum</i>	Calico aster	0.8
<i>Taenidia integerrima</i>	Yellow pimpernel	1.2
<i>Thalictrum dioicum</i>	Early meadow rue	3.2
<i>Uvularia grandiflora</i>	Bellwort	0.8

4.1.3.3 Habitat/ Nest Structure Installation

To enhance the Tank Farm Marsh wetland restoration for priority species, several habitat structures will be installed. This includes nesting boxes, platforms, and tree crown clusters. A list of the habitat enhancements included in the design are provided in Table 8 and described in the sections below.

Table 8. List of Habitat Structures to be Installed

Nest Structures	Quantity
Wood duck nesting boxes (new)	6
Common merganser nest box	1
Hooded merganser nest box	1
Common goldeneye nest box	1
Northern flicker nest box	1
Great crested flycatcher nest box	1
Tree swallow nest box	1
Purple martin nest structure	1
Bat houses	6
Osprey nesting platform	1
Floating wrack platforms	32
Tree Crown Clusters	Quantity
Tree clusters each made of 3-5 interwoven trees	3 clusters

Tree Crown Clusters

Tree crown clusters will be installed at three emergent marsh locations to provide habitat structure for fish, reptiles, amphibians, and waterbirds. These structures are also commonly known as “fish sticks” when installed in shallow water environments for fish habitat enhancement.

Each tree crown cluster will include 3 to 5 interwoven tree crowns, requiring a total of 13 trees. The partly submerged coarse woody debris will provide protective habitat structure for benthic invertebrates and shoreline fish species, spawning habitat for anurans, basking habitat for turtles, nesting and perching habitat for wetland birds, and shelter for mustelids, as illustrated in Figure 12. The structures will consist of ash, or other dense, rot-resistant hardwood species and will be delivered to the site by the City of Green Bay’s urban forestry department. Tree bole diameters should range from 16 to 24 inches, with the tree crown branches remaining intact to the greatest extent possible. The tree crown clusters should be placed on top of sediment in 6 to 18-inches of water. Off-site materials will be utilized, as woody debris from eastern cottonwood on-site is less rot-resistant and will require more long-term maintenance and replacement. Timing of delivery and installation will require coordination with the city with installation after initial grading and before topsoiling.



Figure 12. Example of tree crown clusters installed in a shallow water habitat. Photograph obtained from: <https://erc.cals.wisc.edu/healthylakesgrants/files/2016/03/Healthy-Lakes-Fish-Sticks-Technical-Guidance.pdf>

Wood Duck Boxes

The Tank Farm Marsh budget allows for maintenance on existing structures or for six new wood duck nest boxes to be installed. Ten wood duck nesting boxes and one nesting tube are currently present within and adjacent to the Project Area. None of these boxes are currently in use by waterfowl. It is recommended that these structures be monitored, and their condition, location, and height be documented to determine their ability to be re-used for this project. If suitable for re-use, their location, height, paint color, sealant, and nesting material may require maintenance and modifications prior to re-installation.

Wood duck boxes should be installed on existing trees along the water's edge of the hardwood swamp or on steel poles within deep/shallow marsh to provide additional nesting habitat, as illustrated in Figure 13. Live or dead trees can be suitable for nest box placement; however, boxes mounted on poles in or near the water are ideal. It is recommended that the boxes be installed at a rate of at most one box per acre of suitable habitat. Boxes should be mounted approximately 6-10 feet high when installed on land and 3 feet above high-water levels when installed in water.

Wood shavings can be placed inside the nest box to provide nesting material prior to the breeding season. Entry holes should be no more than 3 inches high and 4 inches wide and clear of branches and face the water. These sized holes, along with predator guards placed below the nest box, should prevent nest disturbance from predators such as raccoons.

It is important to consider that unmodified wood duck nest boxes placed in hardwood swamp habitat may also provide enhanced nesting habitat for northern flying squirrel and red squirrel. Although these species are not

listed as LGBFR AOC priority wildlife species, the northern flying squirrel is a Special Concern species in Wisconsin. Therefore, they are protected under state law, and nests shall remain in place if they happen to take residence in a wood duck nest box. Further information on construction and installation of wood duck nest boxes can be found here: <https://www.audubon.org/news/how-build-wood-duck-nest-box>.



Figure 13. Example of a wood duck nest box mounted on a metal pole alongside a shallow marsh wetland. Photograph obtained from <https://www.audubon.org/news/how-build-wood-duck-nest-box>.

Secondary Cavity Nesting Bird Houses

Modified Nest Boxes for Priority Waterfowl and Wooded Wetland Bird Species

With slight modifications to the size and shape of the entrance hole and proper placement, modified wood duck nest boxes can provide enhanced nesting habitat for additional secondary cavity nesting, priority bird species at Tank Farm Marsh, as illustrated in Figures 14 and 15. This set of species may include common merganser, hooded merganser, common goldeneye, and northern flicker. The design plan calls for the installation and maintenance of four modified nest boxes for priority waterfowl and wooded wetland bird species.

It is recommended nest boxes be modified and installed as follows: one common merganser, one hooded merganser, one common goldeneye, and one northern flicker. Hooded merganser nest box dimensions are the same as those for wood duck; therefore, modifications will not need to be made but mounting and placement may vary.

All nest boxes should be installed on the hardwood swamp island. Nest box structures should be installed prior to spring melt - generally before the end of March and should include the placement of 3-4 inches of wood shavings in the box at the time of installation. Details on mounting and placement of modified nest boxes can be found in Table 9 below.

Table 9. Recommended modifications to wood duck nest box entry hole size, mounting and placement to support priority bird populations at Tank Farm Marsh.

Species	H" x W" of Entry Hole	Mounting and Placement
Wood Duck	3.5 x 4	On poles with predator guards in marsh or mounted on healthy trees with the entry hole at 8-10 feet, facing the water, with branches cleared for unobstructed entry and exit.
Common Merganser	4.5 x 5	Mount on healthy trees in hardwood swamp habitat with the entry hole at 8-17 feet, facing the nearest open water and with branches cleared for unobstructed entry and exit.
Hooded Merganser	3.5 x 4	Mount on healthy trees in hardwood swamp habitat with the entry hole at 10-15 feet, facing the nearest open water and with branches cleared for unobstructed entry and exit.
Common Goldeneye	3.5 x 4.5	Mount on healthy trees along the hardwood swamp shoreline with the entry hole facing the marsh at 6-30 feet and branches cleared for unobstructed entry and exit.
Northern Flicker	2.5 x 2.5	Mount on healthy tree in sparsely covered hardwood swamp habitat with the entry hole facing south or east at 6-20 feet and branches cleared for unobstructed entry and exist. Cut ¼" deep slits on inside walls to assist nestlings in climbing out.



Figure 14. Example of nest box modified with entry holes adequate for hooded merganser nesting. Photograph obtained from: <https://twitter.com/DUCBoreal/status/994216760319598592>



Figure 15. Example of nest box modified with entry holes adequate for northern flicker nesting. Photograph obtained from: <https://www.massaudubon.org/news/latest/bird-box-101>

Bird Houses for Priority Coastal and Wooded Wetland Bird Species

The Tank Farm Marsh design plan calls for the installation and maintenance of three additional artificial cavity nest designs to enhance breeding and reproduction of priority secondary cavity nesting birds in the LGBFR AOC. These three designs, illustrated as Figures 16 and 17, will support enhanced breeding and reproduction of up to three bird species. These species include two coastal birds (tree swallow and purple martin) and one wooded wetland bird (great crested flycatcher).

It is recommended that nest boxes be installed as follows: one great crested flycatcher nest box, one tree swallow nest box, and one purple martin nest structure. Great crested flycatcher and tree swallow/ bluebird nest boxes should be installed within wet meadow habitat. Purple martin nest structure should be installed within an area of emergent marsh adjacent to wet meadow habitat. These nest box structures should also be installed prior to spring melt - generally before the end of March and should include the placement of 3-4 inches of wood shavings in the box at the time of installation. More detailed information on these structures and their installation can be found in Table 10 below.

Table 10. Nest structures, mounting, and placement information to support up to four additional secondary cavity nesting birds at Tank Farm Marsh.

Species	Type of House	Mounting and Placement
Great Crested Flycatcher	Troyer's deluxe sparrow resistant bluebird house set (#SRBHSet)	Mount on healthy trees with the entry hole at a height of 6-10 feet. The entry hole should face toward an opening in hardwood swamp habitat. The box should have an unobstructed flight path to the entry hole.
Tree Swallow	Troyer's deluxe sparrow resistant bluebird house set (#SRBHSet)	Mount on pole with predator guard in wet meadow habitat with entry hole at 4-6 feet. The entry hole should face east, towards open, unwooded habitat.
Purple Martin	Troyer's deluxe 12-unit gourd rack super combo kit (#SC12HV)	Mount on pulley pole with predator guard 10-15 feet off the ground in emergent marsh habitat. The house should be installed at least 40 feet away from building or trees.



Figure 16. Nest box designed to support species such as tree swallow and great crested flycatcher.



Figure 17. Nest boxes designed to support purple martin. Housing consists of a complex of multiple homes together to support colonial-nesting behavior.

Bat Houses

Six bat houses will be installed to provide roosting habitat, as illustrated in Figure 18. Species such as the big brown bat, little brown bat, and eastern red bat, commonly utilize bat houses and will be the species of focus for these houses.

Bat houses must be stained with a dark brown or black color and sealed along the edges to provide the bats with enough heat. Houses should be installed on wood or steel poles along the water's edge of the hardwood swamp to provide additional roosting habitat. Dead trees are not suitable for bat house placement as they will block sunlight and increase risk of predation.

Houses should be mounted approximately 15-20 feet off the ground and around 20 feet from the nearest tree branches (Figure 18). They should be installed on the northeast side of the hardwood swamp to allow for the island to act as a buffer to highway traffic noise. Chambers within the bat houses should be less than 1 inch side to avoid attracting predators. Predator guards can also be installed below the house to further deter predators (Figure 19).

It is critical that bat houses be placed in locations where they are exposed to 6-8 hours of direct sunlight per day. Houses can be mounted back-to-back to increase occupancy rates by giving a range of temperatures for the bats to choose from. If this is done, one house should receive full sun and the other should receive mostly shade.

Information on the construction of bat houses can be found here:

<https://www.nwf.org/garden-for-wildlife/cover/build-a-bat-house#:~:text=Bat%20houses%20should%20be%20mounted,to%2020%20feet%20is%20better.>

Further information on the installation of bat houses can be found here:

https://www.batcon.org/images/InstallingYourBatHouse_Building.pdf



Figure 18. Example of a bat installed on a wooden post near emergent and shallow marsh wetland. Photograph obtained from: <https://www.ncwildlife.org/Connect-With-Us/Blog/wildlife-commission-reminds-homeowners-to-be-bat-friendly-during-bat-pup-rearing-season>



Figure 19. Bat house with predator guard illustrating inner chambers. Photograph obtained from: <https://www.childhoodbynature.com/build-a-better-bat-house/>

Osprey Nesting Platform

One osprey elevated nesting platform will be installed near the southwest end of the constructed access road. This will provide an accessible location for installation, while avoiding ATC and U.S. Venture easement restrictions.

A metal osprey platform (like that of Figure 20) and wooden post were donated to GEI, and installation efforts will also be donated to the project. The platform will be installed on a former utility transmission pole, as illustrated in Figure 21. It will be located above the deep/shallow marsh within the Tank Farm Marsh site and will provide close access to open waters of the bay of Green Bay for foraging.

As osprey have been noted to habituate quickly to human activity, the proximity of this location to the highway and Hurlbut Street should not cause an issue. Proximity to bald eagle nests may pose a threat to the threat of osprey nesting platforms; however, the closest known bald eagle nest is approximately 3.5 miles away from the site.

Following installation, the WDNR requires that GIS coordinates of all newly installed Osprey platforms be reported to the WDNR eagle/osprey survey contact for this area. Further information on osprey nesting platforms and their installation can be found here: <https://dnr.wi.gov/files/pdf/pubs/er/er0680.pdf>.



Figure 20. Metal osprey nesting platform with occupied nest, mounted on top of post. Photograph obtained from: <https://pearsonpilings.com/osprey-nest/>



Figure 21. Metal osprey nesting platform mounted on top of post. Photograph obtained from: <https://pearsonpilings.com/osprey-nest/>

Floating Wrack Platforms

Floating wrack platforms will be installed in submergent/ emergent marsh areas to provide enhanced nesting habitat for black and Forster's terns. Installation will not occur during Year 0; therefore, detailed information on wrack mat platform materials and design specifications can be found in Annual Maintenance, Section 4.1.5.3, below.

4.1.3.4 Nuisance Species Management

Nuisance species management during the restoration phase will consist of initial mapping of invasive species and invasive vegetation and carp management as described in Section 4.3 below.

4.1.4 Annual Maintenance (Years 1-3)

Following initial restoration, the maintenance phase of the project will begin. This will continue for three years. Maintenance efforts will consist of a post-construction wetland delineation, continued native plant restoration, habitat and nesting structure maintenance, continued nuisance species management, and road maintenance, as needed. Detailed information on each of these actions is described below.

Following year three, a long-term management plan in collaboration with the WDNR and local partners will need to be created to support the continued success of the restoration efforts completed at Tank Farm Marsh.

4.1.4.1 Post-construction Wetland Mapping

It is recommended that an as-built survey be completed following construction. This will consist of utilizing drone footage and accurate elevation model data to confirm that the proposed wetland communities were properly constructed. High-resolution aerial imagery will be analyzed to estimate wetland community types and boundaries immediately following construction. It is recommended that an official wetland delineation be completed after the site has had time to further develop. This should occur no earlier than Year 2; however, the WDNR should be consulted to determine the appropriate time for the final wetland delineation to be conducted. This information will be critical to documenting the restoration of LGBFR AOC priority fish and wildlife habitats that will allow for improvement of habitat condition scores and eventual BUI removals.

4.1.4.2 Native Plant Restoration

Annual monitoring and maintenance of the seeded areas and plug plantings should be completed. The project budget accounts for additional seeding and plug plantings at a lower rate (10% replacement of seed and plantings) in Years 1 and 3. In total, 0.6 acres of wetland maintenance seeding will be conducted in Years 1 and 3, and seed mixes should be allocated to habitats as necessary.

Submergent/ Emergent Marsh

A total of 1,824 plugs will be planted within the submergent/ emergent marsh in Years 1 and 3. The timing and methods for seeding and planting should follow a similar pattern to those described in Section 4.1.3.2 above. The locations of these plug plantings and seedings should also consider annual water levels and success of previous plantings, focusing on areas of needed improvement. Exclusion fencing surrounding the seeded areas and protective erosion control blanket should be monitored annually and repaired/replaced as necessary. The fencing should be left in place for the three monitoring years and can be removed at the end of the project. More detailed information on wild rice annual seeding and maintenance can be found in Section 3.2 below.

Wet Meadow

The timing and methods for seeding should follow a similar pattern to those described in Section 4.1.3.2 above. The locations of these seedings should also consider success of previous plantings, focusing on areas of needed improvement. Exclusion fencing surrounding the seeded areas and protective erosion control blanket should be monitored annually and repaired/replaced as necessary. The fencing should be left in place for the three monitoring years and can be removed at the end of the project.

Shrub Carr

A total of 64 shrubs will be installed between both the shrub carr and hardwood swamp communities in Years 1 and 3. The timing and methods for seeding and planting should follow a similar pattern to those described in Section 4.1.4.3 above. The locations of these plantings should also consider success of previous planting, focusing on areas of needed improvement. Exclusion fencing could be considered for installation around the planted areas if necessary due to predation.

Hardwood Swamp

A total of 64 shrubs will be installed between both the shrub carr and hardwood swamp communities in Years 1 and 3. The timing and methods for planting should follow a similar pattern to those described in Section 4.1.3.2 above. The locations of these plantings should also consider success of previous planting, focusing on

areas of needed improvement. Tree guards and plastic fencing surrounding the seeded areas should be monitored annually and repaired/ replaced as necessary. The fencing should be left in place for at least two years following initial seeding and can be removed at the end of the project.

4.1.4.3 Habitat/ Nest Structure Maintenance

Tree Crown Clusters

It is expected that tree crown habitat structures using ash trees or other relatively dense, rot-resistant hardwood trees will gradually decompose over a fifteen-year period when placed in the emergent and floating-leaved marsh zone. To account for this decay rate and sustain the habitat and ecological benefits that the tree crown clusters provide, it is recommended that one additional tree crown cluster be added every 5-years to each of the tree crown habitat structure locations.

Tree crown material used for maintenance should consist of ash, or other dense, rot-resistant hardwood species, rather than woody debris from the less-rot resistant eastern cottonwood on-site. It is not expected that maintenance on the tree crowns will be required within the maintenance phase of this project. However, following year three of project maintenance, a long-term management plan that includes the maintenance of tree crown habitat structures should be implemented in coordination with the City of Green Bay urban forestry department to sustain the habitat enhancements that the tree crown clusters provide.

Wood Duck Boxes

Wood duck nest boxes should be cleaned out annually in late fall or winter, after the nesting season, and nesting material should be replaced at this time. The timing and methods for maintenance should follow a similar pattern to those described in Section 4.1.3.3 above. Disturbance to the boxes should be avoided during spring and summer, including looking inside the nest box. Additionally, if a non-focal, state protected species, such as northern flying squirrel, take residence in the wood duck nest box, their nest should remain undisturbed. In this case scenario, if disturbance to the nest box must occur, the WDNR rare vertebrate animal contact should be consulted with.

The Tank Farm Marsh budget includes three years of wood duck box maintenance at the site. Following year three, a long-term management plan should be implemented that includes annual cleaning and maintenance of wood duck nest boxes to sustain the habitat enhancements that the wood duck boxes provide.

Nest Boxes for Priority Secondary Cavity Nesting Birds

All nest boxes should be cleaned out annually in late fall or winter, after the nesting season, and nesting material should be replaced at this time. Disturbance to the boxes should be avoided during spring and summer, including looking inside the nest box. The Tank Farm Marsh budget includes three years of wood duck box maintenance at the site. The timing and methods for maintenance should follow a similar pattern to those described in Section 4.1.4.2 above.

The Tank Farm Marsh budget accounts for three years nest box maintenance at the site. Following maintenance year three, a long-term management plan for nest box maintenance will be needed to support continued breeding and reproduction of secondary cavity nesting birds. Additionally, if a non-focal, state protected species, such as northern flying squirrel, takes residence in the nest boxes, their nest should remain undisturbed. In this case scenario, if disturbance to the nest box must occur, the WDNR rare vertebrate animal contact should be consulted with.

Bat Houses

Bat houses do not need to be cleaned out annually. However, the house should be inspected annually to check it is being used, it is sealed properly, and there are no pest disturbances. The timing and methods for maintenance should follow a similar pattern to those described in Section 4.1.3.3 above. Inspections for bats are best done at sunset when bats are exiting the house or by looking for guano beneath the house. Tampering with and shining lights into the house can cause the bats to vacate the house and deter them from returning.

Following the first year of installation, if there are no bats present, the location of the house should be reconsidered if the house is not receiving optimal sunlight. If the bat house experiences a decline in bats over time, maintenance on the house, such as re-sealing and re-painting, may be required. The Tank Farm Marsh budget accounts for three years of bat house monitoring and maintenance at the site. Following year three, a long-term management plan for bat house maintenance will need to be created to support their continued success at this site.

Osprey Nesting Platform

Since osprey are protected by the Federal Migratory Bird Species Act, maintenance and disturbances to the nest must comply with federal and state regulations. Continual disturbances within 330 feet of active nest, such as transmission line construction, may cause nest abandonment and failures. It is recommended that if disturbances to or maintenance of the nest platform are unavoidable, they should be conducted outside the nesting season (such as September through March).

Projects occurring during the nesting season within 330 feet of an occupied osprey nest must contact the WDNR eagle/osprey survey contact for this area. If maintenance of the structure or other circumstances pose an inherent risk to an occupied nest and it qualifies for nest removal, a USFWS federal permit and state review will be required. It is not expected that maintenance on the osprey nest platform will be required within the maintenance phase of this project. However, a long-term management plan for osprey nest platform maintenance will need to be created to support its continued success at this site.

Floating Wrack Platforms

A set of 32 floating wrack platforms will be installed in six submergent/emergent marsh areas to provide enhanced nesting habitat for black and Forster's terns. It is recommended that 16 of the platforms target black terns and 16 target Forster's terns. Although budget allows for initial installation to begin in Year 1, floating wrack mat platforms will be most successful if installed after dense emergent vegetation has established and hemi-marsh conditions have been achieved. It is anticipated that hemi-marsh conditions will be achieved in post-planting/maintenance Year 3.

The platforms will emulate accumulated mats of floating vegetation (wrack) upon which black and Forster's terns build their nests. For black terns, this will consist of 5-6 floating wrack platforms located no less than 30 feet apart. This will be done to avoid competition between platforms, while still allowing terns to nest in loose colonies. For Forster's terns, this will consist of 6-8 floating wrack platforms adhered together, creating one large platform.

All platforms should be installed within hemi-marsh habitat and not within open water. Each platform will consist of a 2.5-foot by 2.5-foot, plastic polyvinyl chloride (PVC) pipe frame wrapped in mesh hardware cloth with sod or dead vegetation placed on top. Floating Wrack Platforms will be secured to a cinder block anchor with galvanized chain and attachment hardware. The chain will be long enough to allow the platform

to float at designed water level elevations. The PVC pipe used for the platform will be painted black or brown to blend in with the surrounding water. To provide additional perching habitat for adults, a 10-foot PVC pipe with a PVC T-joint top will be adhered to the side of the platform using a 1-inch U an appropriate attachment hardware (Figure 22). The PVC pip used for the perch will be painted green to blend in with the surrounding vegetation.

Various techniques have been utilized in recent years for adding species specific nesting material on the top of the platforms. For black terns, inverted lawn sod placed in the center of the platform has proven to be a successful nesting substrate. A narrow strip of sod or artifial turf placed upright around the perimeter helps prevent eggs and chicks from falling off (Figure 23). For Forster's terns, large mats of dead cattail or other herbaceous plants can placed upon the platform as nesting substrate (Figure 24). Information on the construction and installation of similar structures can be found here:

<https://www.wisducks.org/wp-content/uploads/2021/03/WWA-Black-Tern-Guide.pdf>

Floating wrack platforms will need to be maintained annually. Annual installation should occur in early spring (mid-March to early-April), and annual removal should occur in late summer or autumn (late August to mid-October). Installation locations will be determined annually based on water levels and aquatic vegetation within the Tank Farm Marsh. It is expected these structures should last up to 10 years, with annual replacement of turf and plant debris being required.

During the nesting season, it is recommended that the platforms be monitored regularly to track rate and timing of platform utilization, nesting, and fledging. As both black and Forster's terns are state listed species, monitoring should be performed from a distance using a pair of binoculars or a spotting scope to minimize potential nesting disturbance and comply with state regulations. Monitoring of tern nesting phenology and potentially antagonistic wrack mat use by non-tern species should be monitored to refine the timing of spring wrack mat deployment.

The Tank Farm Marsh budget accounts for three years of floating wrack platform installation, monitoring, removal, and maintenance. Following year three, a long-term management plan for floating wrack platform maintenance will need to be created to support their continued success at this site.



Figure 22. Black tern floating nest platform with attached perch pole. Photograph obtained from: WDNR Black Tern Nesting Habitat Enhancement Project, Grassy Lake, Wisconsin.



Figure 23. Black tern nest platform with inverted sod center installed within submergent marsh. Photograph obtained from: <https://www.wisducks.org/wp-content/uploads/2021/03/WWA-Black-Tern-Guide.pdf>



Figure 24. Forster's tern floating nest platform with cattail mat installed within emergent/ submergent marsh. Photograph obtained from: <https://madisonaudubon.org/fff/2018/12/28/forsters-tern>

4.1.4.4 Nuisance Species Management

Nuisance species management will be carried out annually during years 1-3. This will consist of annual mapping of invasive vegetation species and management techniques described in Section 4.3 below.

4.1.4.5 Road Maintenance

The gravel road may require annual maintenance during the spring season to deal with potential frost/freeze heave locations, potential settled areas, or slight erosion especially after the first full frost-freeze cycle of its service life and initial settlement. The maintenance program should consist of minor grading/compaction of disturbed areas, and possibly placing additional gravel to stabilize disturbed areas.

Vehicle traffic should be limited to the dry portions of the season and minimized or avoided during the spring thaw period. The road design assumes a full-size pickup truck or other passenger vehicles will be using the road intermittently throughout the year. If heavy equipment, utility trucks, or other vehicles are using the road, additional and more extensive maintenance may be necessary.

4.2 Wild Rice Restoration

4.2.1 Wild Rice Overview

The wild rice restoration plan was developed by a GEI environmental scientist with previous wild rice restoration experience. GEI staff consulted with UW-Green Bay Restoration Scientist and Project Coordinator, who has conducted years of wild rice restoration in coastal wetlands of the Green Bay, and WDNR Senior Water Resources Management Specialist, who has significant experience with wild rice restoration in northern Wisconsin, to create a restoration plan based off best management practices. Minnesota and Wisconsin DNR wild rice resources were also referenced throughout the production of the restoration plan.

Wild rice is an annual aquatic plant that provides significant ecological and cultural benefits to the landscape. Two species of wild rice (*Zizania palustris* and *Zizania aquatica*) are native to the upper Midwest. Historically found in wetlands, rivers, and inland lakes throughout the state, wild rice now grows in relatively clear, shallow waters in northern Wisconsin. According to the “*Strategic Analysis of Wild Rice Management in Wisconsin*” there had been historical reports of both wild rice species in the waters of Peters Marsh and Duck Creek within the lower Green Bay in 1916 and 1982 (WDNR, 2021). Due to increased shoreline development and industrialization throughout the last century, wild rice has experienced a long-term decline. Studies conducted by the Great Lakes Indian Fish and Wildlife Commission identified wild rice as having the highest level of vulnerability to threats posed by climate change as well.

Wild rice has long been an important part of indigenous culture, particularly the Menominee tribe that has inhabited this region for centuries. The name “Menominee” is derived from the word “manoomin,” meaning “good berry” or loosely wild rice in the native Ojibwe language. Wild rice has a strong cultural, economic, and spiritual importance to indigenous people, as well as historically providing a staple grain in their diet (GLIFWC).

Wild rice also provides a food of high nutritional value and optimal habitat for waterfowl, fish, amphibians, insects, and other wildlife species. Particularly, wild rice provides an important, nutritional food source for fall-migrating waterfowl, including blue-winged teal, ring-necked duck, wood duck, and others (WDNR, 2022).

As many species of waterfowl and waterbirds have historically been observed at the site (see Section 4.6 of *Tank Farm Marsh Concept Plan* for more information), enhancing the food source quality within this area would greatly benefit the wildlife that already utilize this site. The plants also provide nesting material for species such as muskrats, which can be further utilized for perching sites for herons and turtles (WDNR, 2022). These benefits align with the Lower Green Bay and Fox River AOC goals to enhance waterfowl and wildlife habitat within this region.



Figure 25. Wild rice plants in emergent marsh habitat. Emergent stage plants can be seen in the background, with floating leaf stage plants seen in the foreground. Image taken by GEI staff.

Wild rice typically grows in relatively shallow, clear waters with low to moderate flow and minimal fluctuations in water level. Preferred substrate is organic muck; however, wild rice has been found to thrive in sandy substrates as well. The plants can grow in waters as shallow as 6 inches and as deep as 5 feet, with approximately 1.5 feet being ideal. The depth to which wild rice can grow is dependent on many environmental factors such as water clarity, aquatic vegetation density, and stability of water level. In early spring, wild rice plants germinate as submergent leaves, which float on the water surface by early summer. This stage in particular is very susceptible to large water level fluctuations, with flashy water levels potentially drowning out the plants. By mid-summer, plants become emergent and grow 3-10 feet above the surface of the water. Floating leaf and emergent wild rice plants are illustrated in Figure 25 above. Around early August, the plants begin producing seeds, which drop and rest in the sediment until the next growing season. Seed production is also dependent on environmental factors including surrounding aquatic vegetation density, waterfowl presence and grazing, carp disturbance, and stability of water level. An illustration of the wild rice annual life cycle can be found below.

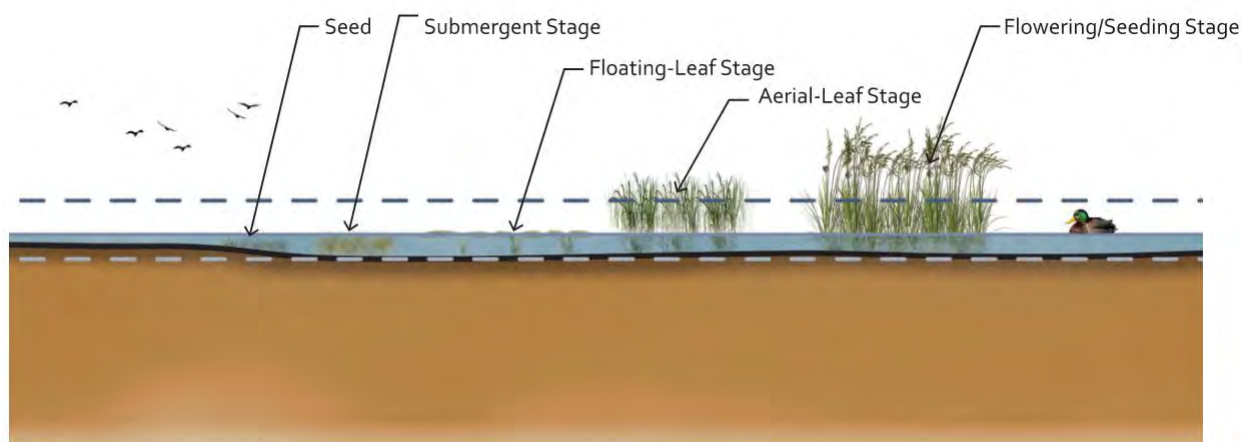


Figure 26. Annual life cycle of wild rice. Low, average, and high-water levels within the Tank Farm Marsh are illustrated by the dashed lines.

4.2.2 Existing and Desirable Habitat Conditions

Existing conditions within the Project Area offer both benefits and constraints to the success of wild rice restoration. Water level fluctuations within the marsh from low to high water level years drastically changes the habitat the plant relies on. In low water years, there may be no standing water within the Project Area; therefore, wild rice may not germinate or be successful throughout the entire growing season. However, if a high seeding rate is utilized during the site construction and maintenance, the wild rice should establish within the seed bank and remain viable for as long as 20 years.

Although wild rice typically thrives within waters with high native plant diversity, the lack of existing aquatic vegetation throughout the site offers an opportunity for wild rice to have reduced competition while establishing. However, the presence and disturbance caused by common carp and heavy grazing activity by Canada geese pose a significant threat to the establishment and survival of wild rice plants during the early growing season. Non-native phragmites presence throughout the Project Area can also have a detrimental effect on the survival of wild rice plants, as they can easily be outcompeted by this invasive species. The continued maintenance and removal of invasive/nuisance species throughout the site is critical to not only wild rice restoration, but the establishment of the entire native plant community. The table below illustrates and compares the ideal habitat of wild rice compared to existing conditions within the Project Area.

Table 11. Wild rice habitat requirements compared to existing Tank Farm Marsh habitat conditions.

Habitat Characteristic	Ideal Habitat	Tank Farm Marsh
Sediment	Mucky, organic	Mucky, organic
Water Depth	6 inches- 3 feet	0-5 feet (high water years) & ~0 feet (low water years)
Flow	Low	Wind driven surface flow
Invasive Species Presence	No invasive species present	Invasive species present (common carp, narrowleaf cattail, non-native phragmites)
Associated Aquatic Plants	Bulrush, bur-reed, wild celery, duck weed, arrowhead, smartweed, sedges, etc.	Low density of lesser duckweed & coontail are present
D.O. Levels	High	Unknown (likely low)
Water Level Fluctuations	Stable water levels	Annual fluctuations in water level due to rainfall and changes in the Green Bay
Water Clarity	Relatively clear	Turbid (visible to 8 inches below water surface)

4.2.3 Wild Rice Restoration Methodology

4.2.3.1 Location

Three areas, totaling approximately 1.5 acres, will be targeted for wild rice restoration. These locations will have a water level ranging from approximately 0-4 feet above a soft, organic sediment layer, depending on natural water level fluctuations within the marsh and the adjacent bay of Green Bay.

Site observations and bathymetric data collected in June 2023 were utilized to determine areas of optimal environmental conditions for wild rice restoration. These conditions consisted of areas with organic muck substrate without dead, non-native phragmites hummocks interspersed throughout.

Area 1 is approximately 0.25 acres, and Areas 2 and 3 are approximately 0.625 acres each, as shown in Figure 27 below. All areas are located to the northeast of the hardwood swamp island on the south-southeast edge of offshoots of filled land proposed to be a mix of submergent and emergent marsh. Georeferenced maps of these locations should be utilized in the field to verify that proper locations and acreages are being seeded.



Figure 27. Proposed wild rice restoration areas. Locations were determined following Spring 2023 field surveys to verify optimal environmental conditions.

4.2.3.2 Seeding Techniques

Wild rice efforts will consist of hand-seeding designated wild rice restoration areas within the Tank Farm Marsh following site construction, either by canoe/ kayak or by foot, as water levels allow. The seed can be transferred from its original storage container into smaller containers/buckets for ease of transportation around the site. Gloves (ideally nitrile) should be worn while seeding to protect the skin from the seed's finely toothed margins. The seed should be scattered evenly onto the water surface when tossed. This can be done by hand or with a pet food/ ice scoop, as shown in Figure 28 below.

If completed by boat, it is suggested that seed be tossed as the boat floats through the restoration area. Strong paddling is not recommended, as this will push the seed outside of the desired area. If completed by foot, field staff should limit walking through the seeding area as much as possible, as standing on and burying seed may reduce germination the following year. If the area is far from the shoreline, field staff should walk the perimeter of the restoration area in waders.

To mimic natural seed production, the optimal timeframe for seeding to occur is in late fall, from October to November. It is important to note that water temperatures must be cold enough that seed will not germinate until the following growing season; however, this must be completed prior to frozen water conditions.



Figure 28. GEI staff seeding wild rice during former project at UW-Green Bay. Plastic scoop was utilized to “fling” rice across the surface of the water.

4.2.3.3 Suggested Seeding Rates

To establish wild rice most efficiently in the seed bank, it is recommended by WDNR staff that seeding occur at a rate of 100 pounds/acre, which will total 150 pounds of seed to be hand-seeded each year. This seeding rate will be dependent on annual wild rice harvest and supply. If supply is low, either the acreage seeded or seeding rate can be reduced. It is recommended that the seeding rate should be prioritized over the total acreage seeded. However, if necessary, the seeding rate should never fall below 50 pounds/acre, as this is the lowest recommended rate to establish a wild rice population.

As wild rice is an annual plant and requires successful seed production to self-sustain its population, it is recommended that restoration areas be seeded for at least 3-4 years depending on resulting wild rice density. If original sites have limited to no successful wild rice production after at least two growing seasons, restoration areas may be moved to more optimal locations on site based on desirable environmental conditions. Success is designated as plants surviving through seed production.

4.2.3.4 Obtaining Wild Rice Seed

Wild rice seed can be purchased locally from Kester’s Wild Game Food Nurseries INC. All products listed on their linked website can be purchased at their store located at 4582 WI-116, Omro, WI 54963. If desirable, products can be shipped from the store using Spee Dee delivery service (2023 shipping rates estimate approximately \$115 delivery fee). In years that the entire 150 pounds of seed cannot be obtained, delivery may be more cost effective than travel reimbursement costs.

Current 2023 wild rice seed pricing is listed as 150 pounds for \$1,500 (\$10/ pound). However, as prices may increase over time and are dependent on annual harvest, it is recommended that the Tank Farm Marsh project should budget for \$20/ pound for each year. Seed alone will total \$3,000 annually for years 1-4. A more

detailed annual cost estimate, including associated shipping costs, vegetation surveys, and goose/carp exclusion fencing can be found in Section 4.4. Although the cost estimate includes three years of maintenance within the Project Area, there is the potential that maintenance could extend past the three proposed years for wild rice monitoring and management.

Following receipt of the seed and prior to seeding, the seed must be kept wet or cold to prevent the seed from drying up and spoiling. This can be done by placing the seed in burlap sacks and soaking them in an available stream, pond, or large container of water. If using a storage container, 70-quart storage tubs are recommended; however, the size and number required will depend on size of seed bags. It should be cautioned that the seed develops a strong odor once soaked, so outdoor storage or a heavily ventilated area is recommended. If conditions within the Tank Farm Marsh are suitable post-construction, the seed could be stored within the Project Area. However, the sediment must be firm enough that the seed bags do not sink to an unobtainable depth. If stored on-site, the area must be clearly marked to identify where the seed was placed. It is recommended to contain the seed bags within a small area fenced off with chicken-wire to prevent muskrat or other animals from damaging the bags or eating the seed. Hand-seeding should occur as soon as possible following receipt of the seed.

4.2.3.5 Goose/ Carp Exclusion Fencing

Fencing to exclude common carp and Canada geese will be installed around each of the wild rice restoration areas to protect the establishing population from spawning disturbances and grazing activities. This fencing should be installed prior to the start of the growing/nesting season as soon as frozen conditions recede. It is recommended that the fencing consist of plastic snow/safety fencing adhered to 8-foot, studded T-posts with zip-ties. Posts should be located approximately every 8 feet along the perimeter of the seeding areas.

To prevent geese from flying inside the fenced areas, rope should be strung across the width of the seeding areas using a thin rope (nylon, polyester, or sisal will all work). Rope should be adhered to every other T-post along the length of the seeding area and strung across the width of the seeding area. This will create lanes approximately 16 feet wide, which is narrow enough to deter geese from flying inside. Additional T-posts should be installed every 16 feet along each rope lane to prevent sagging in the rope.

To further deter geese from entering the area, bright colored flagging tape should be tied to the rope and/or posts. Figure 29 below illustrates the layout of the fencing around an example wild rice area. This wild rice area was created for example purposes only, and exact locations and dimensions should be based off Figure 27 above. Figure 30 illustrates an example of exclusion fencing utilized to protect wild rice.

As winter conditions may damage the fencing, annual maintenance is expected. The T-posts can remain in position throughout the entirety of the project, with adjustments made as needed. However, the snow/safety fencing and rope grid will likely need to be repaired or replaced each year. This should be completed prior to the start of the growing season as soon as frozen conditions recede.

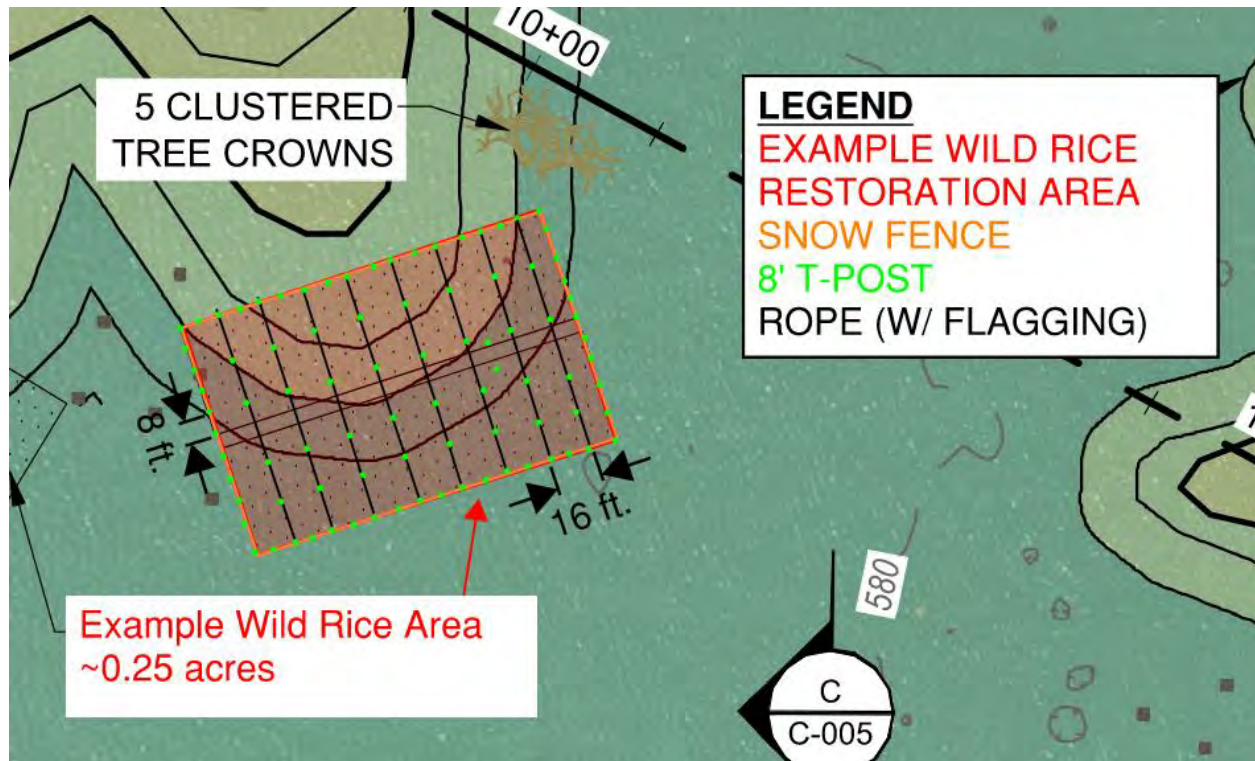


Figure 29. Proposed layout of goose exclusion fencing around an example wild rice area. The desired distances between posts and rope grids are indicated.



Figure 30. Goose exclusion fencing utilized by the MN DNR during wild rice restoration on the St. Louis River.
<https://www.duluthnewtribune.com/news/local/wild-rice-restoration-on-st-louis-river-thwarted-by-geese>

4.2.3.6 Post-seeding Vegetation Surveys

Vegetation surveys should be completed to document wild rice growth and development throughout the growing season. These surveys are important to determine whether the landscape is a viable location for wild rice and whether seeding rates are sufficient to establish the population. It is recommended that these surveys be completed at least twice per year, to determine success throughout the span of the growing season. This will indicate whether growth is consistent throughout the growing season, or if there are environmental factors (water level fluctuations, goose herbivory, etc.) that limit survival through seed production.

Ideally, one survey should be completed between June-July (when plants begin to have a floating leaf and become emergent), and one survey should be completed in early to mid-August (when plants begin to produce seed). It is most critical to document whether the wild rice plants are producing seed in Mid-late August, as this will be an indicator of the ability of the population be self-sustainable. If time and budget allow for more surveys throughout the growing season, surveys can begin as early as mid-May and can continue until early-September.

Surveys should be completed via kayak (if water levels allow) or from the newly constructed shoreline/access road, ensuring that the establishing vegetation is not disturbed by human actions. It is recommended that surveys include photos and data on wild rice density (% growth within each seeded area), stages of wild rice observed, and herbivory via waterfowl. If possible, surveys should also include other biotic factors such as water depth, water clarity, and presence/density of other aquatic vegetation.

4.3 Nuisance Species Management

4.3.1 Invasive Vegetation Management

Invasive plant species are detrimental to the project's restoration goals as they outcompete native plant species that provide high-quality food sources and habitat to wildlife species. Invasive species can form monocultures within the landscape, creating wetland habitats with low diversity that support a limited number of wildlife species. Four invasive plant species have been identified at this site:

1. Non-native phragmites
2. Narrowleaf cattail
3. Non-native honeysuckle
4. Common buckthorn.

The hardwood swamp understory is dominated by common buckthorn and non-native honeysuckle. The shallow and deep marsh areas and the edges of the channel portion of the site are dominated by non-native phragmites and narrowleaf cattail. All proposed invasive management activities are approved to be conducted within the Primary Project Area. Management of invasive vegetation within the Secondary Project Area is considered crucial to the success of the restoration activities conducted within the Primary Project Area. For invasive vegetation management to occur in the Secondary Project Area, the City of Green Bay will need to coordinate with the landowners and secure approval.

The Wisconsin invasive species rule, Wisconsin Administrative Code NR 40, makes it illegal to possess, transport, transfer or introduce certain invasive species in Wisconsin without a permit. The four invasive species identified at this site are classified by NR 40 as Restricted species. Restricted species are invasive species that are already established in the state and cause or have the potential to cause significant

environmental or economic harm or harm to human health. These species should be managed to meet project restoration goals and prevent the spread into adjacent areas.

Management techniques and optimal times for management are relatively species-specific, and recommendations for controlling existing population on site are described in detail below.

Chemical and mechanical management techniques may be used to control the invasive species at this site. Chemical management techniques are recommended because they can control invasive plants quickly, require little human labor, can be relatively inexpensive, and do not directly physically disturb soil structure.

Mechanical control techniques may also be applied if the site conditions are suitable for effective treatment. Treatment methods described below are based on the best available science at this time and are subject to change in the future as further technology becomes available.

General specifications for herbicide application that the selected contractor must follow are as follows:

- Execute work with care and protect the surrounding environment not subject to removal or treatment. Conduct all work in a manner that will not jeopardize or damage the native plant life, soils, access roads, trails, structures, or property.
- Original herbicide containers with labels must be always kept on-site and available for inspection.
- Herbicide label directions must be followed.
- Herbicide (depending on type) should generally be applied under dry, low wind conditions and not applied herbicide if rain is likely within 24 hours.
- Herbicide application near water or wetlands must be formulated for use over water.

4.3.1.1 Non-native Phragmites Management

The non-native phragmites will be treated using low-volume foliar applications of aquatic approved glyphosate in a 2-4% herbicide/water mix for moderate to high densities (e.g., 30 - 100+ percent cover) using backpack sprayers. The herbicide can also be applied to cut stems after using the bundle and cut method. Treatment will occur during the growing season in late summer/fall. After a chemical application, mowing or burning can be used for additional maintenance.

- Foliar Treatment – 1-3% glyphosate and 1% imazapyr w/ 1% non-ionic surfactant

4.3.1.2 Narrowleaf Cattail Management

The narrowleaf cattail will be treated using low-volume foliar applications of aquatic approved imazapyr in a 2-4% herbicide/water mix for moderate to high densities (e.g., 30 - 100+ percent cover) using backpack sprayers. Treatment will occur during the growing season in late summer, prior to setting seed.

Mechanical techniques may be utilized for control and maintenance by cutting and mulching all stems, both alive and dead, in mid to late summer or early fall. When possible, stems should be cut to a height that will allow for greater than three inches of water level above the cut stems for the entire growing season. In such instances, the herbicide will be mixed at a higher concentration of herbicide to water solution than in foliar application and will be applied using a hand-held wicking device.

Field crews will use best professional judgement when determining which method to use, keeping in mind that restoration requires maintenance of diverse wetland plant communities. Treated plant species will be left in place to prevent spreading of seeds or viable plant material.

- Foliar Treatment – 1-3% glyphosate and 1% imazapyr w/ 1% non-ionic surfactant
- Hand Wicking – 5% glyphosate and 1% imazapyr w/ 1% non-ionic surfactant

4.3.1.3 Common Buckthorn and Non-native Honeysuckle Management

Common buckthorn and non-native honeysuckle within the hardwood swamp community across the island will be treated using cut stem or foliar spot treatments, depending on the size of the individual plants.

Trees and saplings greater than ½ inch in diameter will be cut and stump treated with 25-50% triclopyr or glyphosate and bark oil or water and dye. In any wetland areas, all cut stump mixtures will be made with aquatic approved triclopyr or glyphosate at 25-50% and water. Any cut debris will be slashed (cut into small sections) and allowed to degrade in-place. All cut debris should lay flat on the ground. Stems will be cut to within 2 inches of grade or existing snow cover. Stems will be cut flat and not left with a shredded or angled top. Stems will be treated using foliar treatment of triclopyr- or glyphosate-based immediately after cutting using backpack or handheld sprayers. The herbicide will be dyed or formulated with penetrating or bark oil to provide complete coverage. Cut stem treatment will occur outside of springtime prior or after sap flow during periods of chemical uptake to root system.

Saplings seedlings, and resprouts of less than ½ inch in diameter will be foliar treated with 1-3 % triclopyr or glyphosate; dye using backpack sprayers. In any wetland areas, all foliar applications will be made with aquatic approved triclopyr or glyphosate at 1-3%, aquatic approved surfactant and water. Foliar applications shall occur between summer and fall. Herbicide mixtures used for foliar spot treatments will be made with aquatic triclopyr or glyphosate based and dyed.

These treatments should be conducted for 2-3 years to manage reoccurring populations, or until invasive species removal success has been achieved.

- Cut Stem Treatment (stems > ½ inch diameter) – 25-50% triclopyr or glyphosate; bark oil or water and dye
- Foliar Spot Treatment (stems < ½ inch diameter) – 1-3 % triclopyr or glyphosate; dye

4.3.1.4 Monitoring and Maintenance of Nuisance Species

Annual monitoring and maintenance of the targeted species should be conducted for three years post construction and restoration. Monitoring will be completed in the early summer by meander survey of the previously treated areas to evaluate the most appropriate follow-up control technique. Surveys could also be completed by drone to monitor the extent of invasive species via high-resolution aerial imagery. The appropriate chemical or mechanical control techniques will be completed following the procedures identified in the previous section. Following year 3 of maintenance, a long-term management in collaboration with the WDNR and local partners will need to be created to support the continued success of the restoration efforts completed at Tank Farm Marsh.

4.3.2 Goose Exclusion Fencing

Canada geese, although native, can be detrimental to plant communities, as they commonly over-graze habitats and reduce species diversity. This could be particularly impactful during the re-vegetation of native plant species on site. It is recommended that management of these species include exclusion fencing around wild rice restoration areas and other wet meadow/shallow marsh re-vegetation areas.

This fencing should be installed prior to the start of the growing/nesting season as soon as frozen conditions recede. It is recommended that the fencing consist of plastic snow/safety fencing adhered to either 8-foot studded T-posts or 5-foot wooden stakes with zip ties. T-posts should be utilized for the wild rice restoration areas due to the material being more resistant to deep water conditions, while wooden stakes can be utilized for the wet meadow re-vegetation areas. Posts should be located approximately every 8 feet along the perimeter of the seeding areas. To prevent geese from flying inside the fenced areas, rope should be strung across the width of the seeding areas using a thin rope (nylon, polyester, or sisal will all work). Rope should be adhered to every other T-post along the length of the seeding area and strung across the width of the seeding area. This will create lanes approximately 16 feet wide, which is narrow enough to deter geese from flying inside. Additional T-posts should be installed every 16 feet along each rope lane to prevent sagging in the rope. To further deter geese from entering the area, bright colored flagging tape should be tied to the rope and/or posts. Figure 30 above illustrates the layout of the proposed fencing around a proposed wild rice restoration area. Figure 31 illustrates an example of exclusion fencing utilized to protect vegetation during restoration.



Figure 31. Exclusion fencing utilizing the overhead grid and flagging technique to deter herbivory on vegetation during early restoration practices. <https://er-m.com/ecological-restoration/>

As winter conditions will likely damage the fencing, annual maintenance is expected. The T-posts can remain in position throughout the entirety of the project, with adjustments made as needed. However, the snow/safety fencing and rope grid will likely need to be repaired or replaced each year. This should be completed prior to the start of the growing season as soon as frozen conditions recede.

To support the survival of native plant restoration on site, goose exclusion must be carried out to the fullest extent possible on site.

4.3.3 Common Carp Removal and Exclusion

Common carp, a non-native, invasive fish species, has been observed within the Tank Farm Marsh. During the spawning season (early spring), common carp have been observed exhibiting spawning behavior in high quantities within the site. At this time, carp activity was observed approximately every 10-20 feet throughout the shallow water regions of the site. During the late summer/ fall months, common carp have been observed in low quantities within the site. At this time, approximately 15 carp were directly observed. Common carp pose a threat to the project's restoration goals due to their disruptive spawning and feeding behaviors. As benthic feeders, common carp stir up bottom sediments and can easily uproot aquatic vegetation while searching for food. During the spawning season, the negative impacts of common carp are enhanced by their continual thrashing behavior (Figure 32). This can be detrimental to the restoration of native plant species within the Project Area. It should be noted that smaller, native fish species (minnow sp. and bullhead sp.) have also been observed within the Tank Farm Marsh. However, due to the lack of ability to modify hydrologic connections of the site, enhanced fish populations and habitat are not priority target goals for this project.



Figure 32. Common carp spawning in shallow marsh community within the Tank Farm Marsh. Thrashing behavior can be observed.

It is recommended that management of these species consist of piscicide treatments in coordination with the WDNR fisheries department. Prior to approval of treatment, a site visit with the WDNR needs to be coordinated to determine if the Tank Farm Marsh is a suitable treatment location. If approved, the WDNR would be responsible for carrying out these treatment methods according to WDNR and chemical application protocol. It is proposed that treatment would occur during Year 0, following initial site construction; however, this is dependent on WDNR availability and the timeline of other restoration activities on site. The recommended piscicide is rotenone; however, recommended application rates will be determined by the WDNR following the site visit. The Tank Farm Marsh budget includes funding for one round of this treatment. Whether this treatment occurs is dependent on further coordination, approval, and application by the WDNR.

Other supplemental management actions, such as physical removals and exclusion structure installation, may occur as needed and funding allows throughout the three years of site maintenance. Ideally, It is physical

removals and/or piscicide treatments would be followed by the installation of exclusion structures to prevent re-establishment within the marsh.

4.3.4 Mitigating Potential Muskrat Damage

Although muskrats are important ecosystem engineers and a priority wildlife species for the LGBFR AOC, muskrat burrowing can weaken constructed berms and embankments. This could be a significant challenge for Tank Farm berms adjacent to the marsh and to a lesser degree, the Hurlbut Road embankment. The potential for muskrat damage to berms and embankments can be reduced by a variety of techniques listed below.

1. Contouring gentle slopes (a 3:1 ratio or less) along at the base of the berm or embankment.
2. Installing a minimum 10-foot-wide earthen shelf projecting from the face of a berm or embankment into the impoundment at water level.
3. Installation of riprap to the face of berms with stone at least 6 inches thick and extending at least 3 feet below the water level and 1 foot above the water level.
4. Installation of 1–2-inch galvanized wire mesh or chain-link fencing at the water’s edge of the berm or embankment. The mesh should extend at least 3 feet below the water level and 1 foot above the water level.

The Tank Farm Marsh Restoration Design has been strongly informed by techniques 1 and 2 described above. The position and contouring of fill were designed to push muskrat burrowing activity away from the northeastern Tank Farm berms and into the center of the marsh. Muskrat damage mitigation techniques 1 and 2 also informed the design of fill areas initially planned for the southeastern Tank Farm berms. This earthen shelf was eliminated in the final design to reduce overall fill volume and improve constructability. Evaluation of the design and materials used in the construction of the existing Tank Farm berms should be performed to determine if installation of additional riprap (technique 3) and/or a wire mesh muskrat barrier (technique 4) is warranted.

Muskrat population monitoring and embankment surveys should be conducted periodically during other restoration work to assess muskrat burrowing. Additional funding may be required to address and mitigate potential damage if it occurs. Consultation with the WDNR and local partners will be needed to determine if or when muskrat are considered a nuisance to the site. In the case that muskrat damages to the site outweigh the ecological benefits that they provide, management techniques should be taken into consideration. Management techniques suggested by the WDNR include both proactive and reactive approaches as listed below.

4.3.5 Preventing Beaver Impacts

Beavers are considered ecosystem engineers due to their ability to construct dams and alter landscapes. In this case, their presence could significantly alter the outcome and sustainability of the proposed restoration activities associated with this site. It is recommended that if beavers become present at the site, the WDNR “Beaver Control Guidelines” document should be consulted. This document describes various techniques to preventing beaver colonization and damage, including fencing systems around trees and shorelines, chemical repellents, culvert barriers, as shown in Figure 33. If these options are not successful, relocation is used as a last option. In this case, the WDNR will need to be consulted and state regulations will need to be followed. Additional funding may be required to address and mitigate potential damage if it occurs.

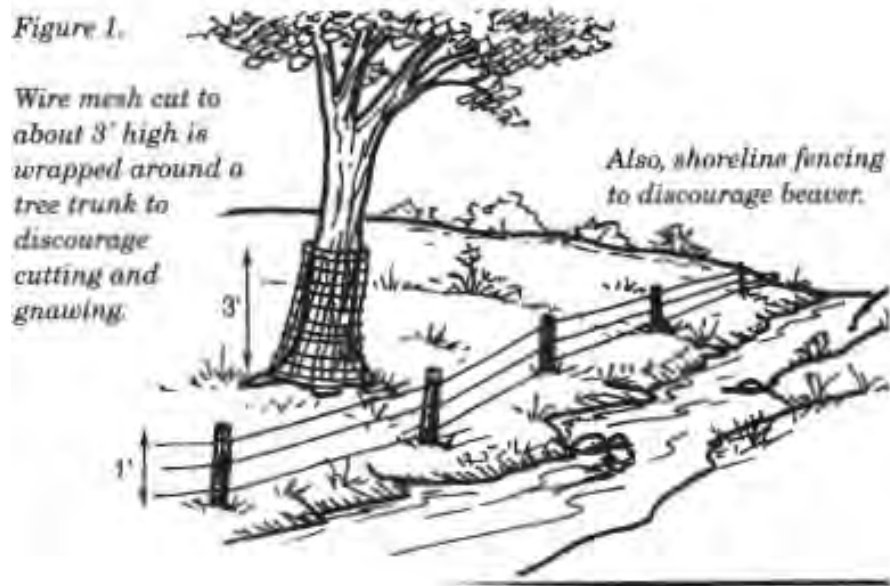


Figure 33. Examples of fencing systems utilized to protect the landscape from beaver damage. Figure obtained from: <https://widnr.widen.net/content/m10ch9z9t4/pdf/beaverdamage.pdf>

4.4 Project Cost Estimate and Schedule

Table 12 includes a cost estimate for design, construction administration and oversight, construction, monitoring, and maintenance has been included for planning purposes. This estimate was developed based on the best available cost information from similar construction projects within the Great Lakes basin and current material and labor rates. The cost of this project is highly contingent on the timing of construction, the source of fill material that serves as a base for the access points and habitat areas, and the construction market at the time of construction. The current construction market is highly volatile, and it is unknown if this trend will stabilize or continue as this project moves forward to final design and construction. Furthermore, revisions to the proposed project plan in Appendix A or the methods selected by the contractor may impact the estimated cost significantly. To aid in better defining the project cost, estimates were made conservatively, a 20% contingency of the total cost was included, and a future recommendation of working with a local contractor to review the cost estimate may help to confirm this estimate.

Also, as discussed previously, the monitoring and maintenance period may need to extend longer than the included three years following construction. This would add additional cost over the provided estimate shown in the table below.

Appendix C illustrates the Tank Farm Marsh project schedule. Tasks include design/ oversight, construction, initial restoration, and annual maintenance occurring from 2022 through 2028.

Table 12. Tank Farm Marsh Restoration cost estimate summary.

Phase	Item	Cost
DESIGN/ OVERSIGHT	Project Communication and Planning	\$ 325,000
	Documentation of Existing Conditions	
	Concept Plan and Basis of Design Report	
	Final Project Design	
	Permitting, Regulatory Compliance and Approvals	
	Develop/Administer Construction Bid Package	
	Construction Oversight	
	DNR Administration Years 1-3	
	GEI PM Years 1-3	
CONSTRUCTION	Mobilization	\$ 1,628,000
	Silt Fence	
	Turbidity Curtain	
	Access Road and Parking Areas	
	Imported Sand	
	Topsoil (6")	
	Gate	
	24" Culvert Under Access Road	
	Bonding	
	Construction Staking	
RESTORATION	Mobilization/ Demobilization/ PM Oversight	\$ 313,000
	Signs	
	Wetland Seeding	
	Goose Exclusion Fencing	
	Post Construction Wetland Mapping	
	Habitat Structures	
	Invasive Species Control	
	Mapping Invasive Species	
	Wild Rice Plantings	
	Plug Plantings	
	<i>Shrub Carr</i>	
	# 2 Container Shrub Plantings	
	Piscicide treatment for restoration site prep (rotenone)	
	Woodland Seeding	
	# 2 Container Tree and Shrub Plantings	
	Tree protectors	
	Tree Girdling	
	Habitat Structure/ Nest Box Installation	
ANNUAL MAINTENANCE	Mapping and Reporting Invasive Species	\$ 209,000
	Invasive Species Control	
	Install and Maintain Floating Wrack Platform	
	Habitat Structure Monitoring and Maintenance	
	Wild Rice	
	Goose Exclusion Fencing	
	Seeding	
	Plug Planting	
	Shrub Planting	
	Road Repairs	
	Contingency	\$ 275,000
	Total Estimate (w/10% contingency)	\$ 2,750,000

4.5 Permits Needed

Local, state, and federal permits anticipated to be needed are described below.

4.5.1 Local Permits

City Right-of-Way Obstruction Permit

A Right-of-Way Obstruction Permit will be required from the City of Green Bay Department of Public Works for any obstruction proposed within the city right-of-way along Hurlbut Street. A Traffic Control Plan is required to be submitted alongside the permit application. Right-of-Way Obstruction permits are valid for two weeks from the date of issuance and are not extendable. For work exceeding a duration of two weeks, the proposed work shall be separated into multiple construction projects, each having a maximum of two-week duration and covered by a separate Right-of-Way Obstruction Permit. During this time, the applicant is required to sign and barricade the approved work zone in accordance with the Traffic Control Manual for Street Construction and Maintenance Operations in the City of Green Bay, current edition (City of Green Bay, 2022).

Construction Site Erosion Control and Storm Water Management

The City of Green Bay requires a Site Plan submittal for development projects that includes a Stormwater Management Plan and Erosion Control Plan in accordance with Chapter 16 of the Green Bay Municipal Code. Similar to the WDNR Construction Site Stormwater Permit, the Stormwater Management Plan identifies existing and proposed land use, sensitive areas such as wetlands, floodplains, and nearby water bodies that may be impacted by the development. In addition, the Erosion Control Plan identifies the BMPs and post-construction stormwater management features that will be used to control runoff on the site to protect the newly formed habitat areas.

Fill/Grading Permit

A fill permit will be required from the City of Green Bay Department of Public Works for any fill greater than 100 cubic yards in volume.

Floodplain Development Permit

A floodplain permit may be required due to work occurring within a Zone AE floodplain. If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on Wis. Admin. Code § NR 116.07(3), Hydrologic Analysis: Determination of Regional Flood Discharge. The regional flood elevation shall be based on the standards in Wis. Admin. Code § NR 116.07(4), Hydraulic Analysis: Determination of Regional Flood Elevation and items included in Sec. 44-1279. Zoning Administrator (2) Zone AE floodplains (b) 1-6. No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the Zoning Administrator, except where no permit is required.

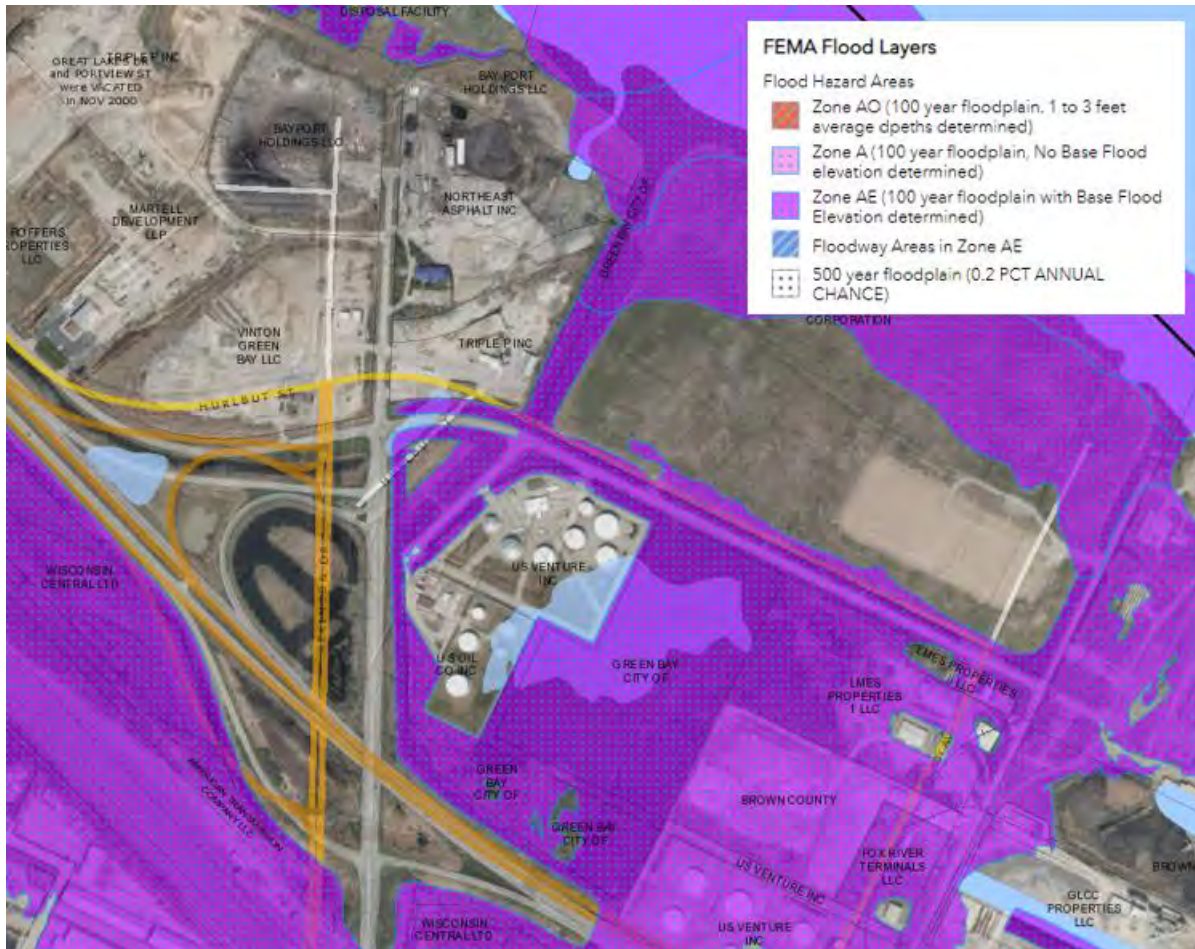


Figure 34. FEMA flood hazard areas within and surrounding the Tank Farm Marsh.

4.5.2 State Permits

Aquatic Plant Management Permits

An Aquatic Plant Management Permit through the WDNR Water ePermitting System will be applied for with the local aquatic plant management coordinator prior to engaging in any aquatic plant management.

Waterway Individual Permit

A Chapter 30 Waterway Individual Permit is required by the WDNR. Coordination with WDNR for a pre-application meeting was required due to needing an Individual Permit. A pre-application meeting with the Project Team and WDNR water management specialist was held on September 20, 2023. At the meeting, WDNR water management specialist identified the waterway permit required for the project and confirmed that no wetland permits would be required. The permit has been prepared by GEI based on final site design and submitted to the City of Green Bay for approval and submittal through the WDNR Water ePermitting System.

Construction Site Erosion Control and Storm Water Management Permits

Since this project will result in greater than one acre of land disturbance, a Construction Site Stormwater Permit will be required by the WDNR. This permit outlines existing and proposed land use, potential impacts to environmentally sensitive areas, as well as stormwater management features and erosion control Best Management Practices (BMPs) that will be utilized to control runoff and prevent erosion. This permit is required to be submitted to the WDNR 14 days prior to the start of land disturbing activities and, therefore, is typically submitted once the design plans have been finalized. A Wisconsin Pollutant Discharge Elimination System (WPDES) Discharge Permit and WDNR Dewatering Permit may also be required which would be included in the Construction Site Stormwater Permit application.

4.5.3 Federal Permits

United States Army Corps of Engineers (USACE) Nationwide Permits (NWP)

NWP through the USACE will be required for the project due to proposed activities occurring within waters of the United States. Coordination with USACE for a pre-application meeting will be required to determine the NWPs applicable to the project. The NWP that may be required are NWP 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities and NWP 33 – Temporary Construction, Access, and Dewatering. NWP 27 is applicable to activities in waters of the United States associated with the restoration, enhancement, and establishment of non-tidal wetlands and open waters, provided those activities result in net increases in aquatic resource functions and services. NWP 33 is applicable to temporary structures, work, and discharges of dredged or fill material necessary for construction activities, provided that the associated primary activity is authorized by the USACE.

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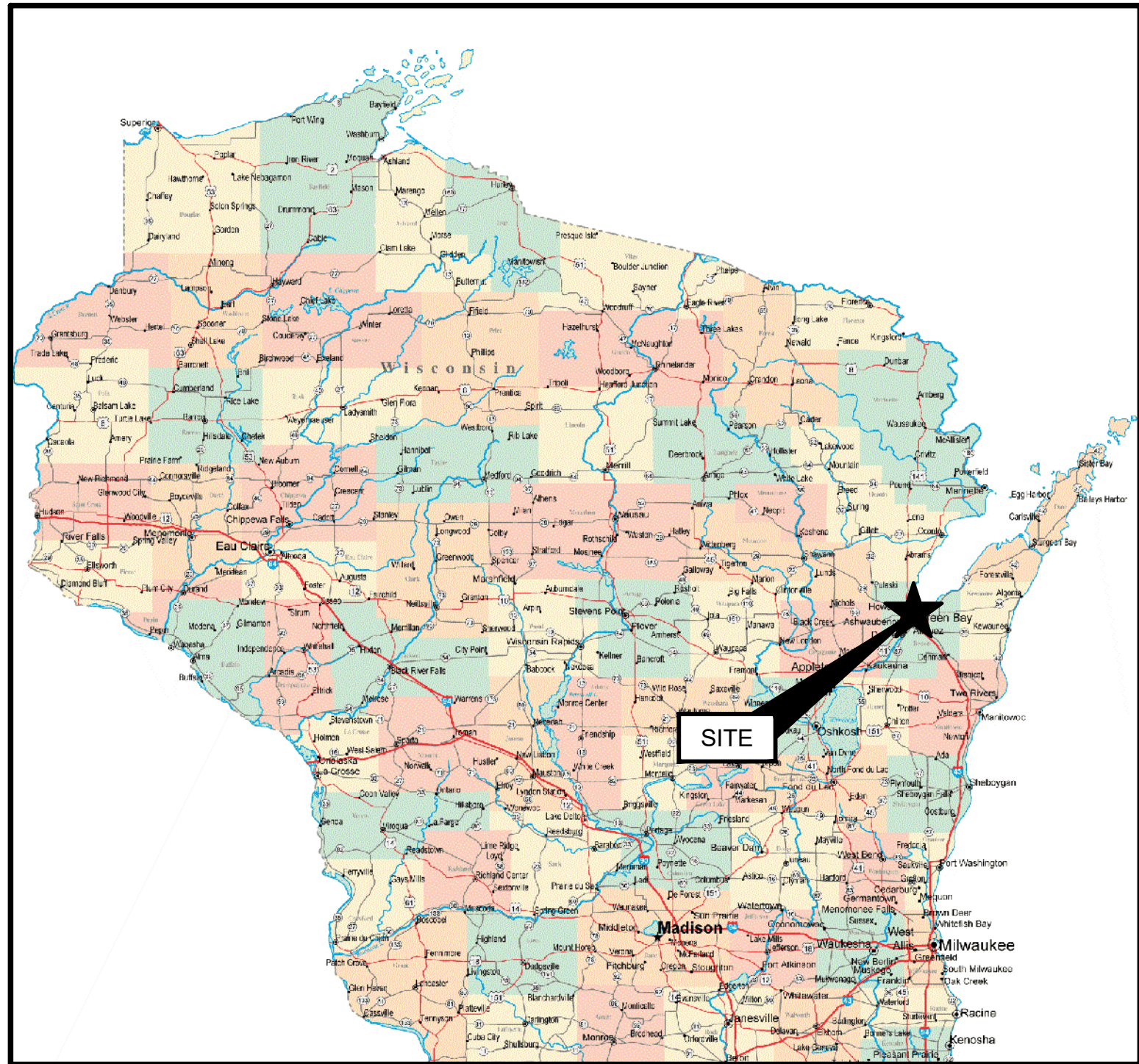
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Appendix A

Design Plan Set

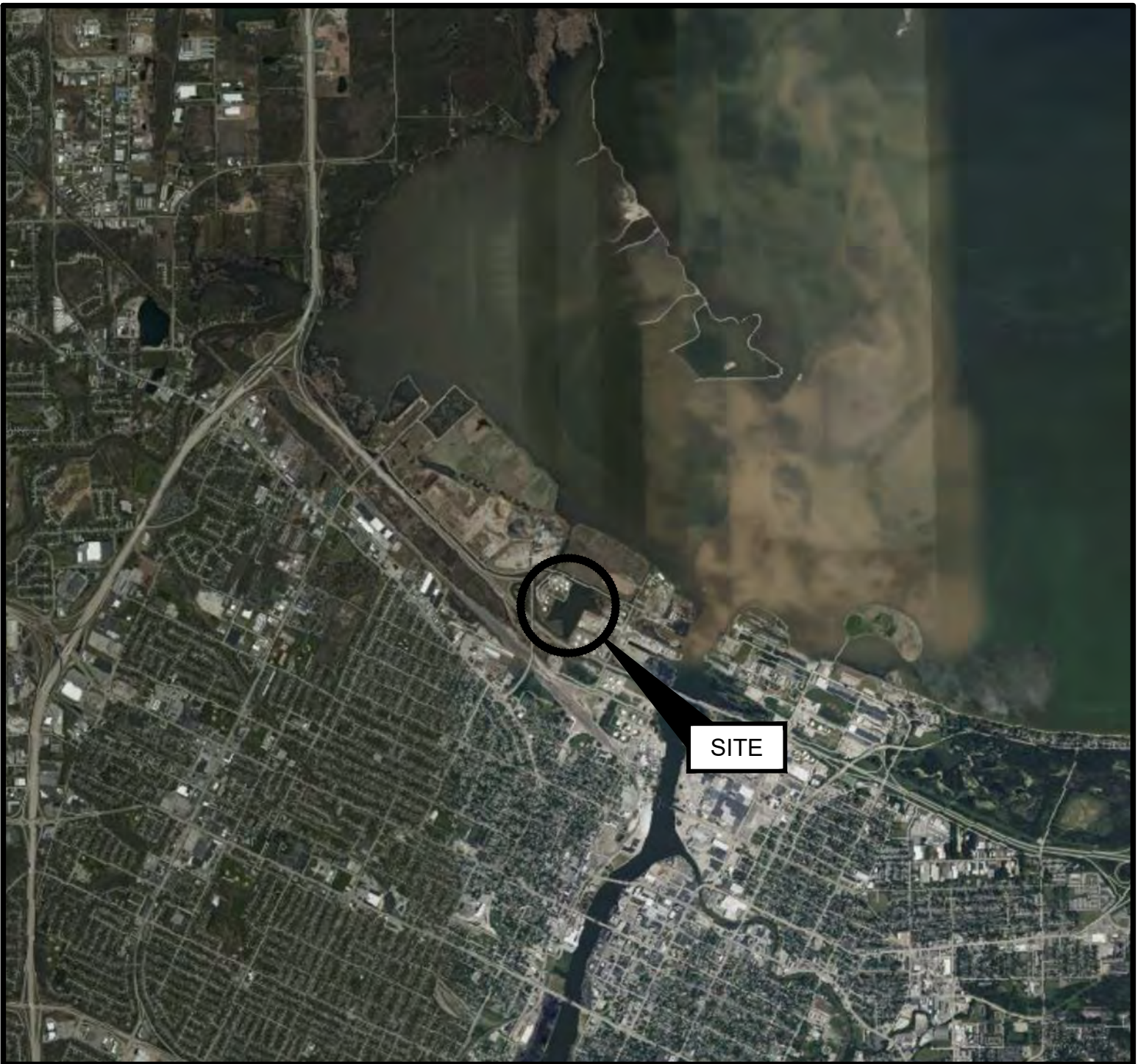
TANK FARM MARSH RESTORATION

BROWN COUNTY
CITY OF GREEN BAY
T24N, R21E, SECTION 24



SOURCE:
WISCONSIN ROAD MAP

STATE or COUNTY MAP
(NOT TO SCALE)



SOURCE:
2021 MICROSOFT AERIAL IMAGERY

SITE LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
1	G-001	COVER SHEET
2	G-002	LEGEND AND NOTES
3	C-001	EXISTING CONDITIONS
4	C-002	PROPOSED CONDITIONS
5	C-003	PROPOSED PROFILE
6	C-004	PROPOSED CROSS-SECTIONS
7	D-001	DETAILS- PLANTING PLAN
8	D-002	DETAILS- PUBLIC ACCESS
9	D-003	DETAILS- HABITAT IMPROVEMENT AND CULVERT
10	D-004	DETAILS- SOIL EROSION AND SEDIMENT CONTROL
11	D-005	DETAILS- ELEVATED NESTING PLATFORM ON WOOD POLE
12	T-001	SPECIFICATIONS (1 OF 2)
13	T-002	SPECIFICATIONS (2 OF 2)

PREPARED FOR:

CITY OF GREEN BAY
100 N. JEFFERSON ST.
GREEN BAY, WISCONSIN
(920)448-3000

PREPARED BY:

GEI CONSULTANTS, INC.
3159 VOYAGER DRIVE
GREEN BAY, WI 54311
(920)455-8200



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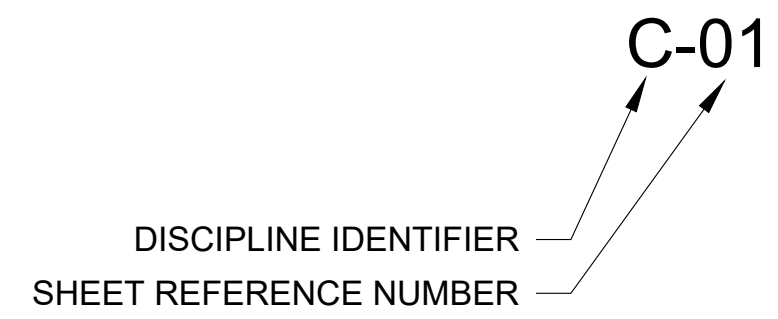
GEI PROJECT NO. 2202009

FOR BID

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0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
NO.	DATE	ISSUE/REVISION	APP		

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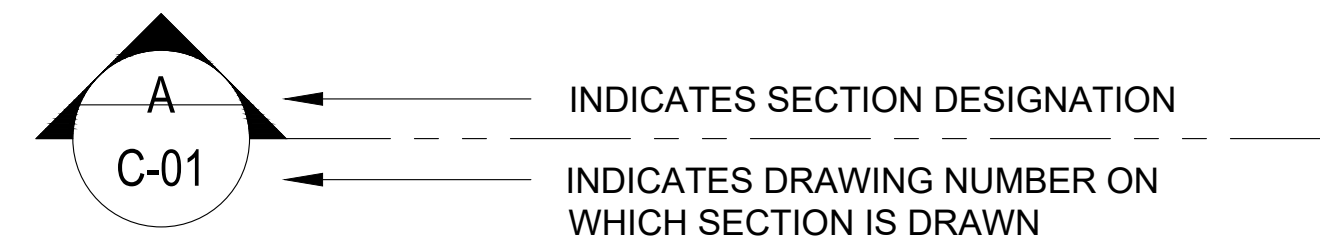
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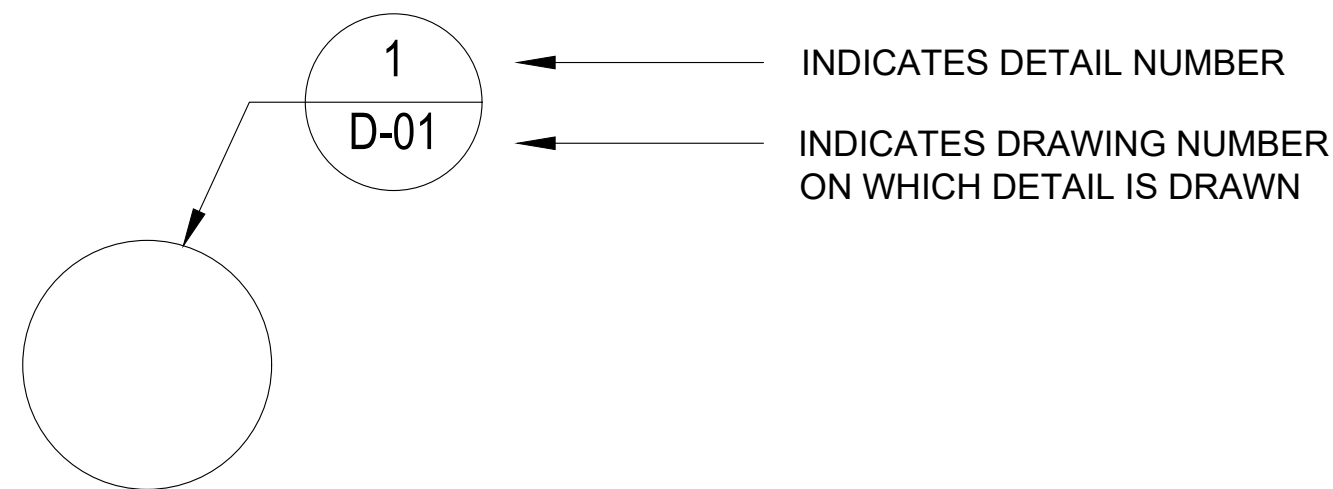
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PLUMBING	P
DETAILS	D

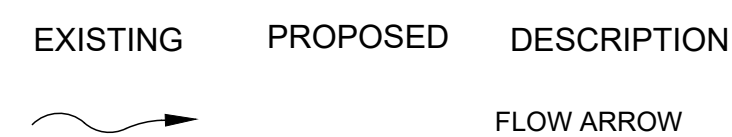
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DETAIL LEGEND

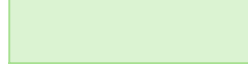
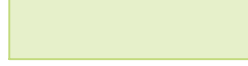
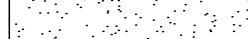


SYMBOLS



EXISTING	PROPOSED	DESCRIPTION
		NO WORK/ EASEMENT BOUNDARY
		CONTOUR
		EXISTING FENCE
		EXISTING PROPERTY LINE
		WATER LEVEL
		SILT FENCE
		PRIMARY PROJECT AREA BOUNDARY
		SECONDARY PROJECT AREA BOUNDARY

HATCH LEGEND

MATERIAL DESCRIPTION	EXISTING PATTERN	NEW PROPOSED PATTERN
WATER RICE RESTORATION AREA		
SUBMERGENT MARSH		
EMERGENT MARSH		
WET MEADOW		
50% SHRUB CARR 50% WET MEADOW		
HARDWOOD SWAMP RESTORATION		
HERON ROOKERY/ BAT HABITAT		
EXISTING GROUND		
NO WORK ZONE		
PROPOSED ACCESS ROAD		
PROPOSED FILL		

SYMBOL LEGEND

MATERIAL DESCRIPTION	EXISTING SYMBOL	NEW PROPOSED SYMBOL
WILD RICE		
FLOATING WRACK PLATFORM		
ELEVATED NESTING PLATFORM		
TREE CROWN CLUSTER		
WOOD DUCK NEST BOX		
MODIFIED WOOD DUCK NEST BOX		
SECONDARY CAVITY NESTING BIRD HOUSE		
PAIR OF BAT HOUSES		

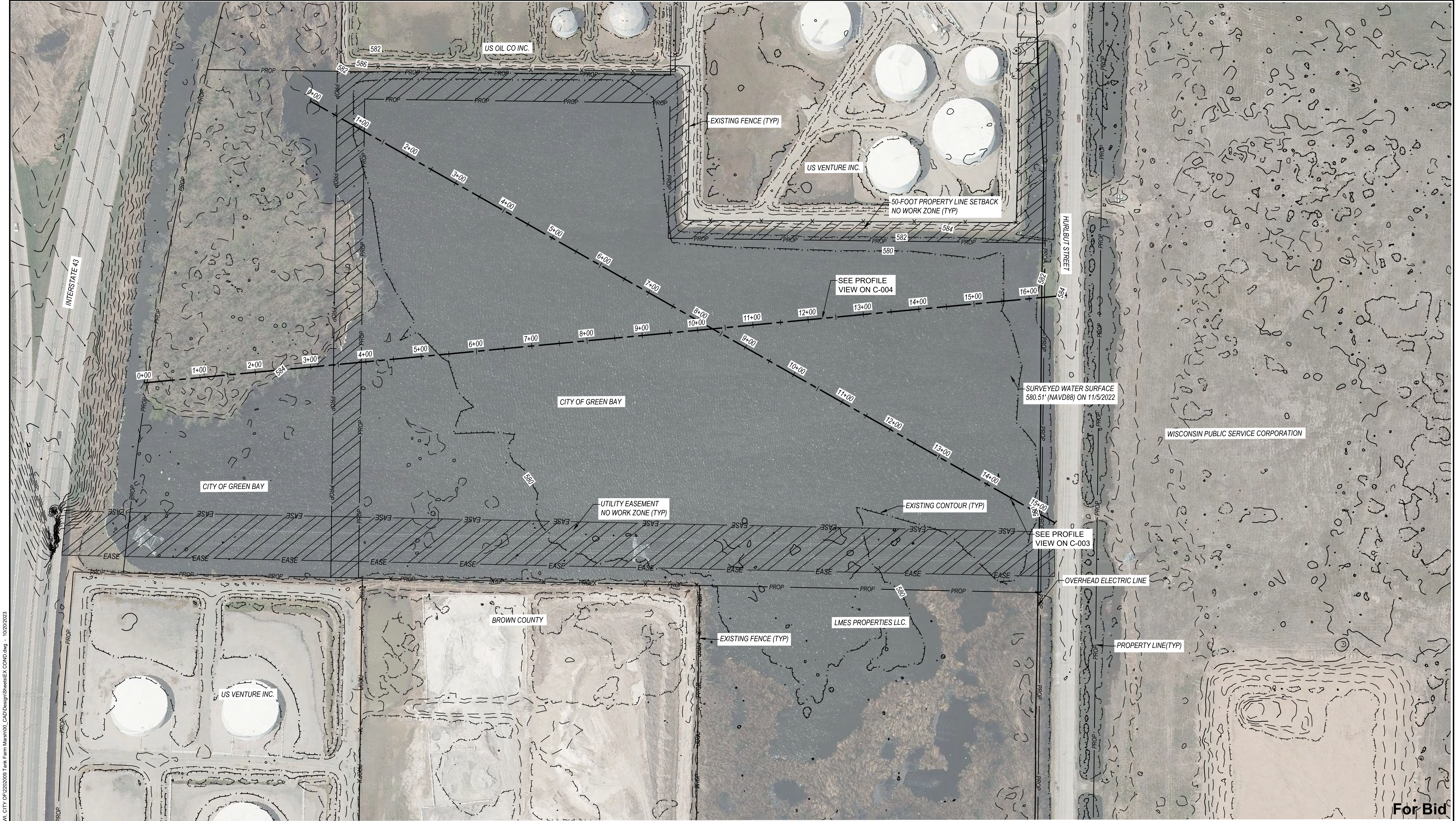
NOTES:

1. WETLAND BOUNDARIES WERE DELINEATED BY GEI CONSULTANTS ON SEPTEMBER 15, 2022.
2. EXISTING GROUND COLLECTED FROM 2012 USACE LIDAR DATA.
3. FINE AGGREGATE SHALL HAVE 3/4 INCH OR 1-1/4 INCH GRADATION MEETING WISDOT SPECIFICATION 305.2.2.
4. PROPOSED AREAS ABOVE ELEVATION 579 WITHIN SUBMERGENT MARSH, EMERGENT MARSH, WET MEADOW, AND SHRUB CARR SHALL BE SEEDDED WITH EMERGENT/ SUBMERGENT SEED MIX FOR A TOTAL ESTIMATED ACREAGE OF 5.45 ACRES.
5. PROPOSED HARDWOOD SWAMP/ HERON ROOKERY AND WOODLAND HABITAT TYPES ARE USED INTERCHANGEABLY. TWO SEPARATE 0.25 AREAS WITHIN THE WOODLAND SHALL BE SEEDDED WITH THE WOODLAND SEED MIX FOR A TOTAL ESTIMATED ACREAGE OF 0.5 ACRES.
6. USE TURBIDITY CURTAIN AS NECESSARY TO MINIMIZE SEDIMENT MOVEMENT DOWNSTREAM DURING CONSTRUCTION. MOVE CURTAIN WITH WORK AREA. REMOVE DEPOSITED SEDIMENT AS NECESSARY TO MAINTAIN TURBIDITY TRAP FUNCTION AND PRIOR TO REMOVAL OF TURBIDITY CURTAIN.
7. ANIMAL EXCLUSION FENCING SHALL BE PLACED AROUND ALL WETLAND SEEDDED AREAS AND PLANTINGS INCLUDING ALL WILD RICE SEEDBEDS.
8. SIX WOOD DUCK BOXES, FOUR MODIFIED WOOD DUCK BOXES, THREE SECONDARY CAVITY NESTING BIRD HOUSES, AND SIX BAT HOUSES ARE DISPLAYED ON THE DRAWINGS. LOCATION AND DESIGN NEED TO BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

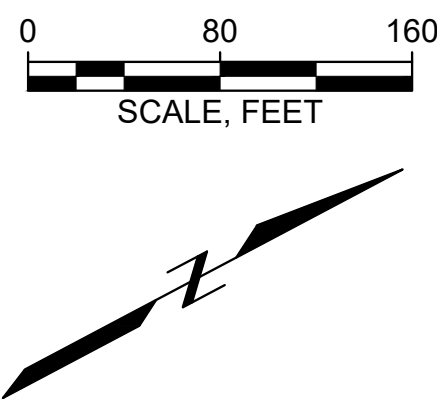
For Bid

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		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
	NO	DATE	ISSUE/REVISION	APP							

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Approved:
P.E. No:
GEI Project 2202009



CITY OF GREEN BAY
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GREEN BAY, WI 54301

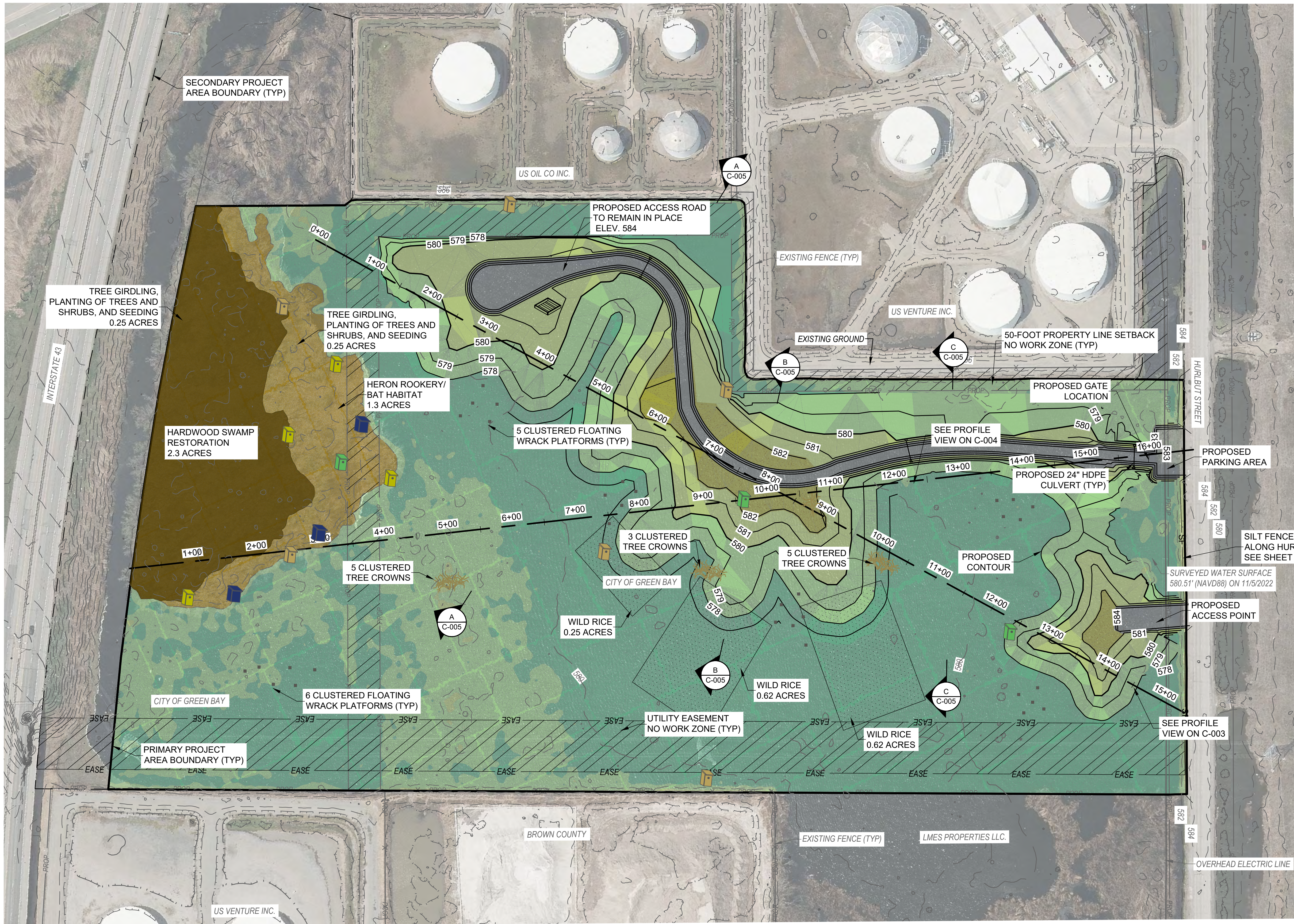
TANK FARM MARSH
RESTORATION
T24N R21E SECTION 24

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NO	DATE	ISSUE/REVISION	APP

SHEET NAME
EXISTING CONDITONS

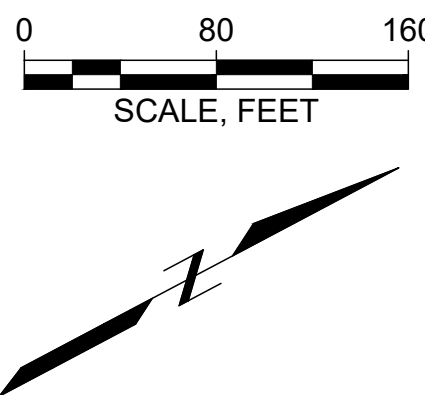
SHEET NO.
C-001

ENGELHARDT, OLIVER & ASSOCIATES, INC. 10/23/2023



ELEVATION BANDING				
COLOR	MIN ELEV	MAX ELEV	ACRES	HABITAT TYPE
	575	578	13.1	SUBMERGENT MARSH
	578	580	8.8	EMERGENT MARSH
	580	582	2.6	WET MEADOW
	582	582	0.6	SHRUB CARR
	582	588	3.6	HARDWOOD SWAMP/ HERON ROOKERY

- HABITAT KEY
- FLOATING WRACK PLATFORM
 - ELEVATED NESTING PLATFORM
 - TREE CROWN CLUSTER
 - WILD RICE RESTORATION
 - WOOD DUCK NEST BOX
(SEE SECTION 3.8 ON SHEET T-002)
 - MODIFIED WOOD DUCK NEST BOX
 - SECONDARY CAVITY NESTING BIRD HOUSE
 - PAIR OF BAT HOUSES
(SEE SECTION 3.10 ON SHEET T-002)
- NOTE: SYMBOLS NOT TO SCALE
REFER TO NOTES 4-8 ON SHEET G-002 FOR
ADDITIONAL PROPOSED PROJECT INFORMATION



Attention:
0 1"
If this scale bar
does not measure
1" then drawing is
not original scale.

DRAFT

Designed: MW
Drawn: OJE
Checked: SHP
Approved:
P.E. No:
GEI Project 2202009



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

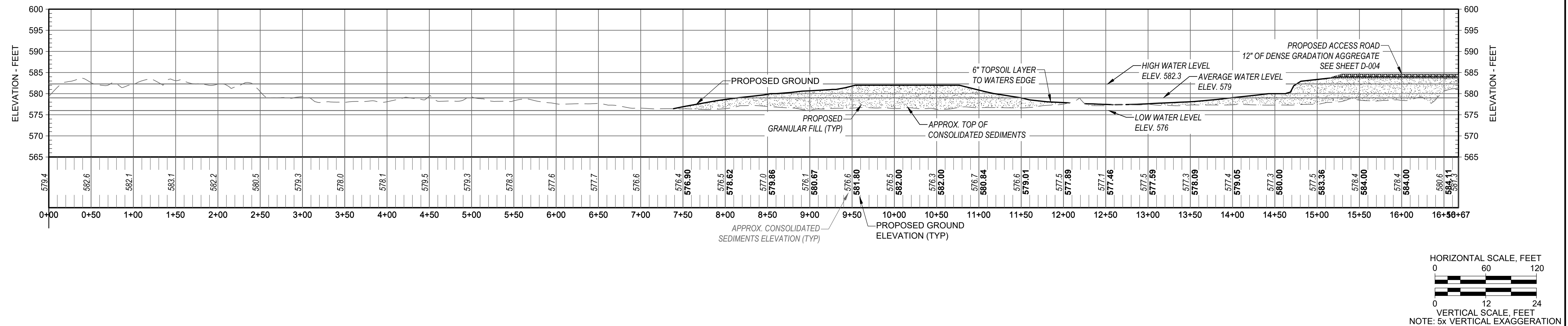
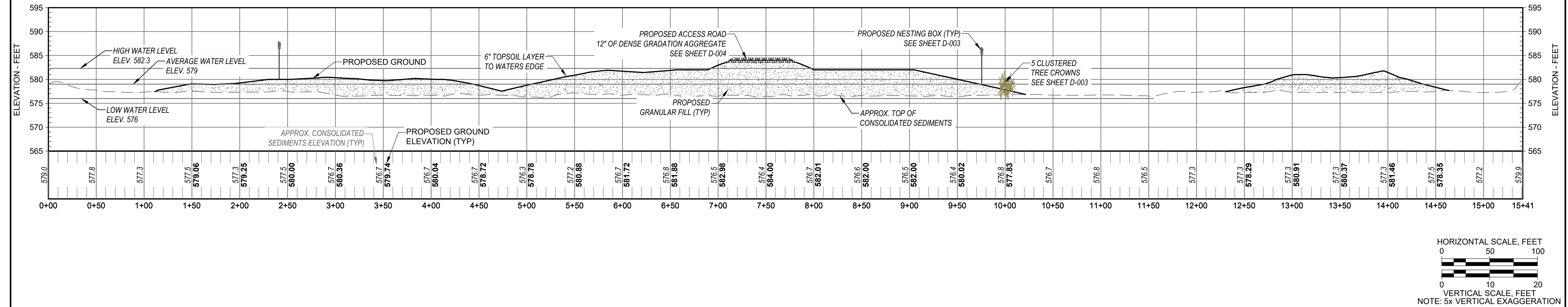
TANK FARM MARSH
RESTORATION
T24N R21E SECTION 24

1	10/15/2023	BID DRAWINGS	SH
0	4/28/2023	PRELIMINARY DRAWINGS	SH
NO	DATE	ISSUE/REVISION	APP

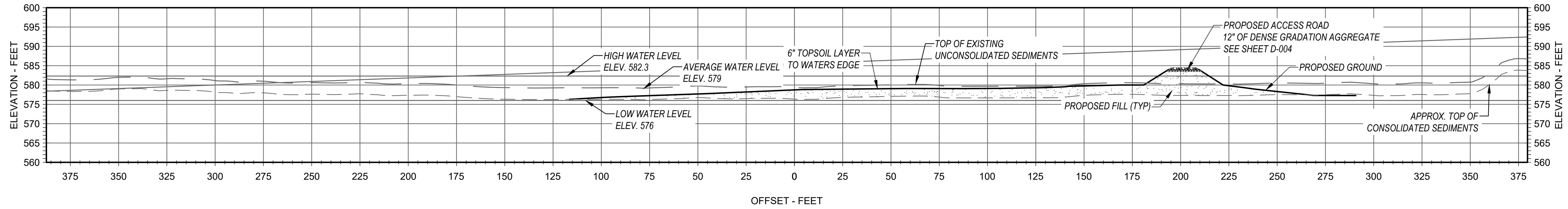
SHEET NAME
**PROPOSED CONDITIONS
HABITAT TYPES**

SHEET NO.
C-002

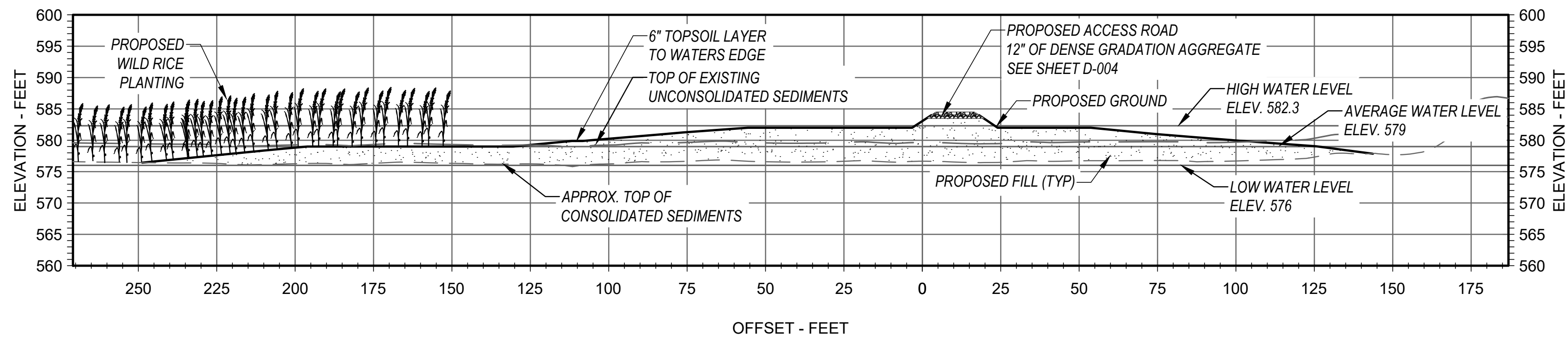
ENGELHARDT, OLIVIA B\\Working\\GREEN BAY\\WIL CITY OF GREEN BAY\\TANK FARM MARSH\\100 CAD\\Design\\Sheet\\PROP CONDO_recover.dwg - 10/20/2023



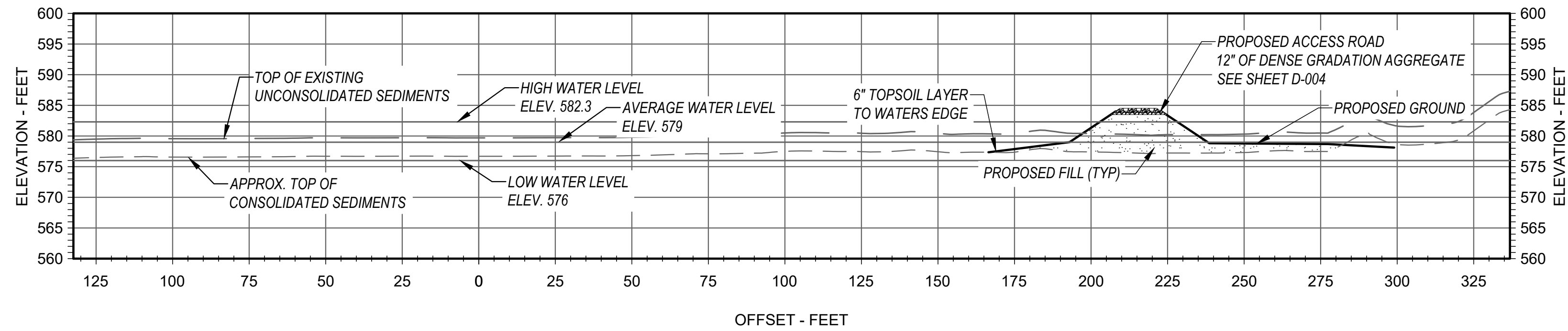
Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME PROPOSED PROFILES	SHEET NO. C-003	
		Drawn: OJE										
		Checked: SHP										
		Approved:										
		P.E. No:										
		GEI Project 2202009										



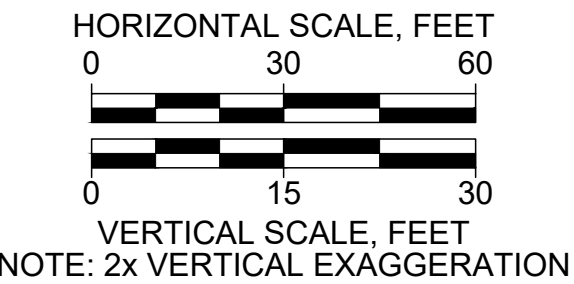
SECTION
CROSS SECTION A AT STATION 4+99.19 SCALE: H: 1" = 30', V: 1"=15'



SECTION
CROSS SECTION B AT STATION 7+88.07 SCALE: H: 1" = 30', V: 1"=15'



SECTION
CROSS SECTION C AT STATION 11+24.60 SCALE: H: 1" = 30', V: 1"=15'

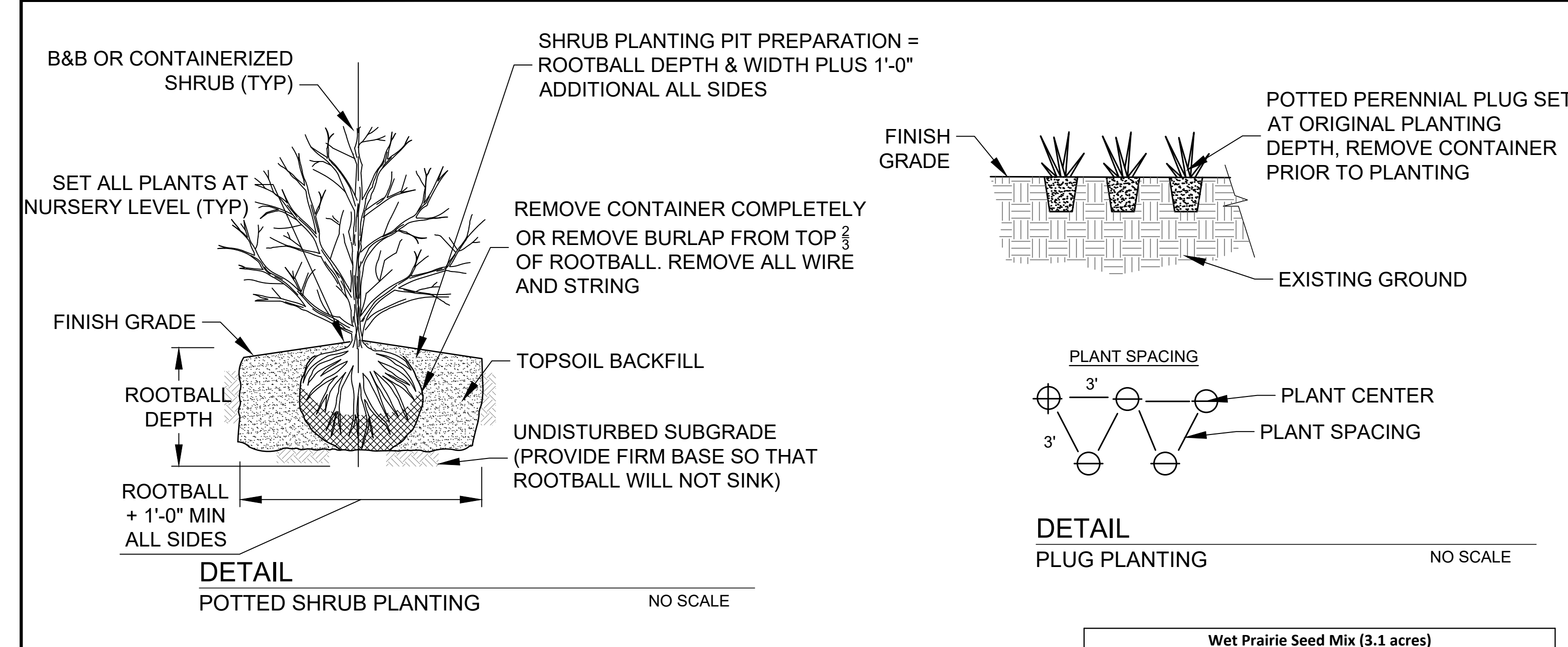


For Bid

NOTES:
WATER LEVELS FROM USACE GREAT LAKES WATER LEVELS DATA COLLECTED 1918-2023.

Attention: 01"1" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME PROPOSED CROSS-SECTIONS	SHEET NO. C-004
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

ENGELHARDT, OLIVIA - B:\Working\GREEN BAY - WI CITY OF-2202009 Tank Farm Marsh\00_CAD\Design\Sheets\DETAILS.dwg - 1/29/2023



Wet Prairie Seed Mix (3.1 acres)		
Scientific Name	Common Name	Oz/Acre
<i>Anemone canadensis</i>	Meadow Anemone	0.5
<i>Asclepias incarnata</i>	Marsh (Red) Milkweed	4
<i>Aster novae-angliae</i>	New England Aster	1
<i>Aster puniceus</i>	Swamp Aster	1
<i>Baptisia leucantha (alba)</i>	White Wild Indigo	2
<i>Bromus ciliatus</i>	Fringed Brome	32
<i>Carex bebbii</i>	Bebb's Oval Sedge	1
<i>Carex crawfordii</i>	Crawford's Sedge	0.4
<i>Carex crinita</i>	Fringed Sedge	1
<i>Carex scoparia</i>	Lance-Fruited Oval Sedge	0.5
<i>Carex stipata</i>	Common Fox Sedge	3
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1.5
<i>Cassia hebecarpa</i>	Wild Senna	6
<i>Elymus virginicus</i>	Virginia Wild Rye	48
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	0.4
<i>Eupatorium perfoliatum</i>	Boneset	0.5
<i>Gentiana andrewsii</i>	Bottle Gentian	0.1
<i>Glyceria canadensis</i>	Rattlesnake Grass	3
<i>Glyceria grandis</i>	Reed Mana Grass	2.5
<i>Helenium autumnale</i>	Sneezeweed	0.25
<i>Heliopsis helianthoides</i>	Early Sunflower	1.5
<i>Liatris spicata</i>	Marsh Blazing Star	1
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.5
<i>Mimulus ringens</i>	Monkey Flower	0.25
<i>Monarda fistulosa</i>	Wild Bergamot	2
<i>Parthenium integrifolium</i>	Wild Quinine	1
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.25
<i>Ratibida pinnata</i>	Yellow Coneflower	3
<i>Scirpus pendulus</i>	Red Bulrush	0.5
<i>Silphium terebinthinaceum</i>	Prairie Dock	1
<i>Solidago graminifolia</i>	Grass-Leaved Goldenrod	0.1
<i>Solidago ohioensis</i>	Ohio Goldenrod	1
<i>Solidago riddellii</i>	Riddell's Goldenrod	1.5
<i>Verbena hastata</i>	Blue Vervain	1.5
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Golden Alexanders	4

DETAIL
WET PRAIRIE SEED MIX

Submergent/Emergent Marsh Seed Mix (2.35 acres)		
Scientific Name	Common Name	Oz/Acre
<i>Acorus calamus</i>	Sweet flag	5.00
<i>Alisma subcordatum</i>	Southern water plantain	2.00
<i>Bolboschoenus fluviatilis</i>	River bulrush	2.50
<i>Calamagrostis canadensis</i>	Blue joint grass	1.25
<i>Carex comosa</i>	Bristly sedge	5.00
<i>Carex crinita</i>	Fringed sedge	2.00
<i>Carex hystericina</i>	Porcupine sedge	5.00
<i>Glyceria grandis</i>	Reed manna grass	3.00
<i>Glyceria striata</i>	Fowl manna grass	2.00
<i>Iris virginica shrevei</i>	Southern blue flag iris	3.50
<i>Juncus effusus</i>	Common rush	0.30
<i>Leersia oryzoides</i>	Rice cut grass	4.00
<i>Mimulus ringens</i>	Monkey flower	0.20
<i>Sagittaria latifolia</i>	Common arrowhead	2.00
<i>Schoenoplectus acutus</i>	Hardstem bulrush	1.00
<i>Schoenoplectus tabernaemontani</i>	Softstem bulrush	2.50
<i>Scirpus atrovirens</i>	Dark green rush	2.00
<i>Scirpus cyperinus</i>	Wool grass	0.75
<i>Scirpus pendulus</i>	Red bulrush	1.00
<i>Sparganium eurycarpum</i>	Common bur-reed	6.00
<i>Spartina pectinata</i>	Prairie cordgrass	13.00

DETAIL
SUBMERGENT/ EMERGENT MARSH SEED MIX

Shrubs - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Alnus incana</i>	Speckled alter	35
<i>Cephalanthus occidentalis</i>	Buttonbush	35
<i>Cornus amomum</i>	Silky dogwood	40
<i>Hamamelis virginiana</i>	Witch hazel	35
<i>Ilex verticillata</i>	Winterberry	40
<i>Lindera benzoin</i>	Spicebush	40
<i>Rubus pubescens</i>	Swamp raspberry	35
<i>Sambucus canadensis</i>	Elderberry	40
<i>Viburnum lentago</i>	Nannyberry	75
	Total	375

DETAIL
WOODLAND SHRUBS

Shrubs - Shrub Carr (0.4 acre)		
Scientific Name	Common Name	Qty
<i>Cornus amomum</i>	Silky dogwood	26
<i>Cornus sericea</i>	Red-osier dogwood	56
<i>Ribes americanum</i>	Wild black currant	26
<i>Salix bebbiana</i>	Bebb's willow	26
<i>Salix discolor</i>	Pussy willow	40
<i>Salix petiolaris</i>	Meadow willow	26
<i>Sambucus canadensis</i>	Elderberry	26
<i>Spiraea alba</i>	Meadowsweet	40
	Total	266

DETAIL
SHRUB CARR SHRUBS

Woodland Seed Mix (0.5 acre)		
Scientific Name	Common Name	Oz/Acre
<i>Actaea rubra</i>	Red baneberry	0.80
<i>Agastache scrophulariifolia</i>	Purple giant hyssop	1.60
<i>Agerata altissima</i>	White snakeroot	0.40
<i>Allium tricoccum</i>	Wild leek	3.20
<i>Anemone virginiana</i>	Tall anemone	0.80
<i>Aquilegia canadensis</i>	Wild columbine	1.60
<i>Blephilia hirsuta</i>	Wood mint	0.80
<i>Campanula americana</i>	Tall bellflower	3.20
<i>Carex blanda</i>	Common wood sedge	0.80
<i>Carex grayi</i>	Common bur sedge	4.80
<i>Carex pensylvanica</i>	Common oak sedge	0.80
<i>Caulophyllum thalictroides</i>	Blue cohosh	3.20
<i>Cinna arundinacea</i>	Common wood-reed	1.60
<i>Claytonia virginica</i>	Spring beauty	0.80
<i>Cryptotaenia canadensis</i>	Honewort	1.60
<i>Desmodium glutinosum</i>	Pointed-leaved tick trefoil	3.20
<i>Diarrhena obovata</i>	Beak grass	6.40
<i>Elymus hystrix</i>	Bottlebrush grass	9.60
<i>Eurybia macrophylla</i>	Big-leaved aster	0.60
<i>Eutrochium purpureum</i>	Purple Joe-pye weed	0.80
<i>Maianthemum racemosum</i>	Solomon's plume	3.20
<i>Mertensia virginica</i>	Virginia bluebells	0.16
<i>Osmorhiza claytonii</i>	Sweet cicely	3.20
<i>Pensemon calycosus</i>	Smooth beard-tongue	0.60
<i>Persicaria virginiana</i>	Woodland knotweed	3.20
<i>Polygonatum biflorum</i>	Solomon's seal	3.20
<i>Prenanthes alba</i>	Lion's foot	1.60
<i>Rudbeckia laciniata</i>	Wild golden glow	0.80
<i>Sanguinaria canadensis</i>	Bloodroot	0.10
<i>Scrophularia marilandica</i>	Late figwort	1.60
<i>Smilax lasioneura</i>	Common carrion flower	2.40
<i>Solidago flexicaulis</i>	Zig zag goldenrod	0.20
<i>Solidago ulmifolia</i>	Elm-leaved goldenrod	0.40
<i>Symphyotrichum lateriflorum</i>	Calico aster	0.80
<i>Taenidia integerrima</i>	Yellow pimpernel	1.20
<i>Thalictrum dioicum</i>	Early meadow rue	3.20
<i>Uvularia grandiflora</i>	Bellwort	0.80

DETAIL
WOODLAND SEED MIX

Trees - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Acer rubrum</i>	Red maple	3
<i>Acer saccharinum</i>	Silver maple	9
<i>Betula alleghaniensis</i>	Yellow birch	9
<i>Carpinus caroliniana</i>	Hornbeam	9
<i>Celtis occidentalis</i>	Hackberry	3
<i>Platanus occidentalis</i>	Sycamore	9
<i>Quercus bicolor</i>	Swamp white oak	3
<i>Quercus macrocarpa</i>	Bur oak	4
<i>Tilia americana</i>	Basswood	3
<i>Ulmus americana</i>	American elm	9
	Total	61

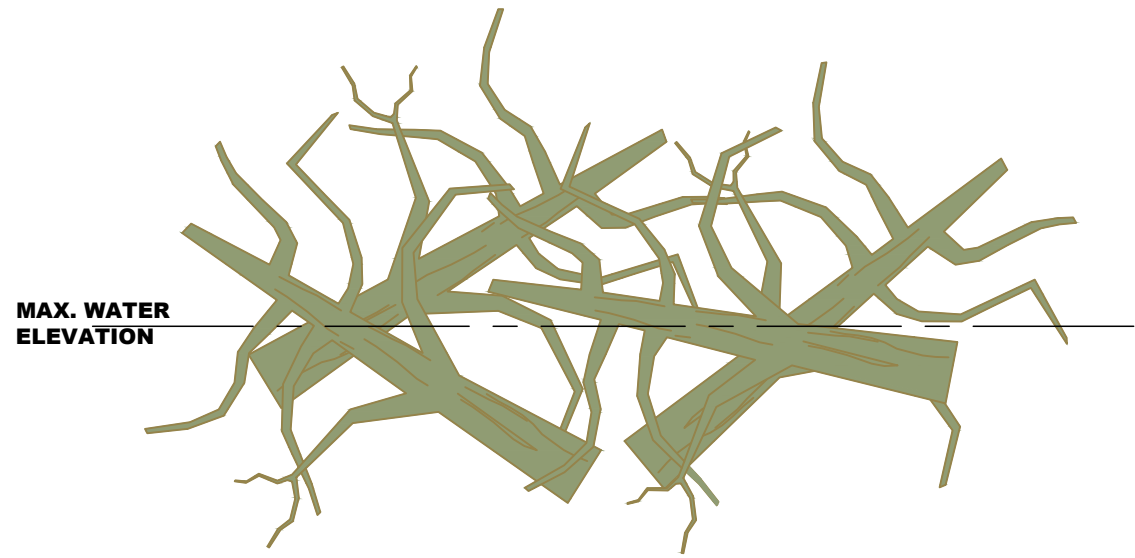
DETAIL
WOODLAND TREES

Herbaceous Plants (plugs/bareroot/tubers)		
Scientific Name	Common Name	Qty
Emergent Plants		
<i>Alisma plantago-aquatica</i>	Water plantain	360
<i>Bolboschoenus fluviatilis</i>	River bulrush	360
<i>Campanula aparinoides</i>	Marsh bellflower	180
<i>Carex aquatilis</i>	Water sedge	270
<i>Carex comosa</i>	Bristly sedge	270
<i>Carex hystericina</i>	Porcupine sedge	270
<i>Carex lacustris</i>	Lake sedge	270
<i>Carex lasiocarpa</i>	Wiregrass sedge	270
<i>Cicuta bulbifera</i>	Water hemlock	180
<i>Cladium mariscoides</i>	Twig rush	180
<i>Comarum palustre</i>	Marsh cinquefoil	90
<i>Deschampsia cespitosa</i>	Tufted hairgrass	90
<i>Eleocharis acicularis</i>	Needle spike-rush	180
<i>Eleocharis elliptica</i>	Elliptic spike-rush	90
<i>Eleocharis palustris</i>	Common spike-rush	180
<i>Eleocharis quinqueflora</i>	Few-flowered spike-rush	90
<i>Glyceria canadensis</i>	Rattlesnake manna grass	270
<i>Glyceria grandis</i>	Reed manna grass	360
<i>Juncus balticus</i>	Baltic rush	180
<i>Juncus brevicaudatus</i>	Narrow-panicked rush	180
<i>Juncus canadensis</i>	Canada rush	180
<i>Juncus effusus</i>	Common rush	360
<i>Leersia oryzoides</i>	Rice cut grass	360
<i>Persicaria amphibia</i>	Water smartweed	360
<i>Pontederia cordata</i>	Pickernel-weed	360
<i>Rumex orbiculatus</i>	Great water dock	360
<i>Sagittaria latifolia</i>	Common arrowhead	360
<i>Schoenoplectus acutus</i>	Hardstem bulrush	360
<i>Schoenoplectus pungens</i>	Threesquare bulrush	360
<i>Schoenoplectus tabernaemontani</i>	Softstem bulrush	360
<i>Scirpus atrovirens</i>	Dark green rush	360
<i>Scirpus cyperinus</i>	Wool grass	360
<i>Scutellaria galericulata</i>	Common skullcap	90
<i>Sparganium eurycarpum</i>	Common bur-reed	360
<i>Utricularia cornuta</i>	Horned bladderwort	90
	Total	9,000
Floating-Leaved Plants		
<i>Brasenia schreberi</i>	Watershield	445
<i>Nuphar advena</i>	Yellow pond lily	448
<i>Nuphar variegata</i>	Bull-head pond-lily	448
<i>Nymphaea odorata</i>	American white water-lily	450
<i>Potamogeton natans</i>	Floating-leaf pondweed	445
	Total	2,236
Submergent Plants		
<i>Ceratophyllum demersum</i>	Coontail	700
<i>Elodea canadensis</i>	Common waterweed	700
<i>Najas flexilis</i>	Slender naiad	350
<i>Potamogeton gramineus</i>	Variableleaf pondweed	350
<i>Potamogeton illinoensis</i>	Illinois pondweed	350
<i>Potamogeton obtusifolius</i>	Blunt-leaved pondweed	700
<i>Potamogeton richardsonii</i>	Richardson's pondweed	700
<i>Potamogeton robbinsii</i>	Robbin's pondweed	350
<i>Potamogeton zosteriformis</i>	Flat-stem pondweed	350
<i>Stuckenia pectinata</i>	Sago pondweed	700
<i>Utricularia intermedia</i>	Flat-leaved bladderwort	350
<i>Utricularia vulgaris</i>	Common bladderwort	700
<i>Vallisneria americana</i>	Water-celery	700
	Total	7,000

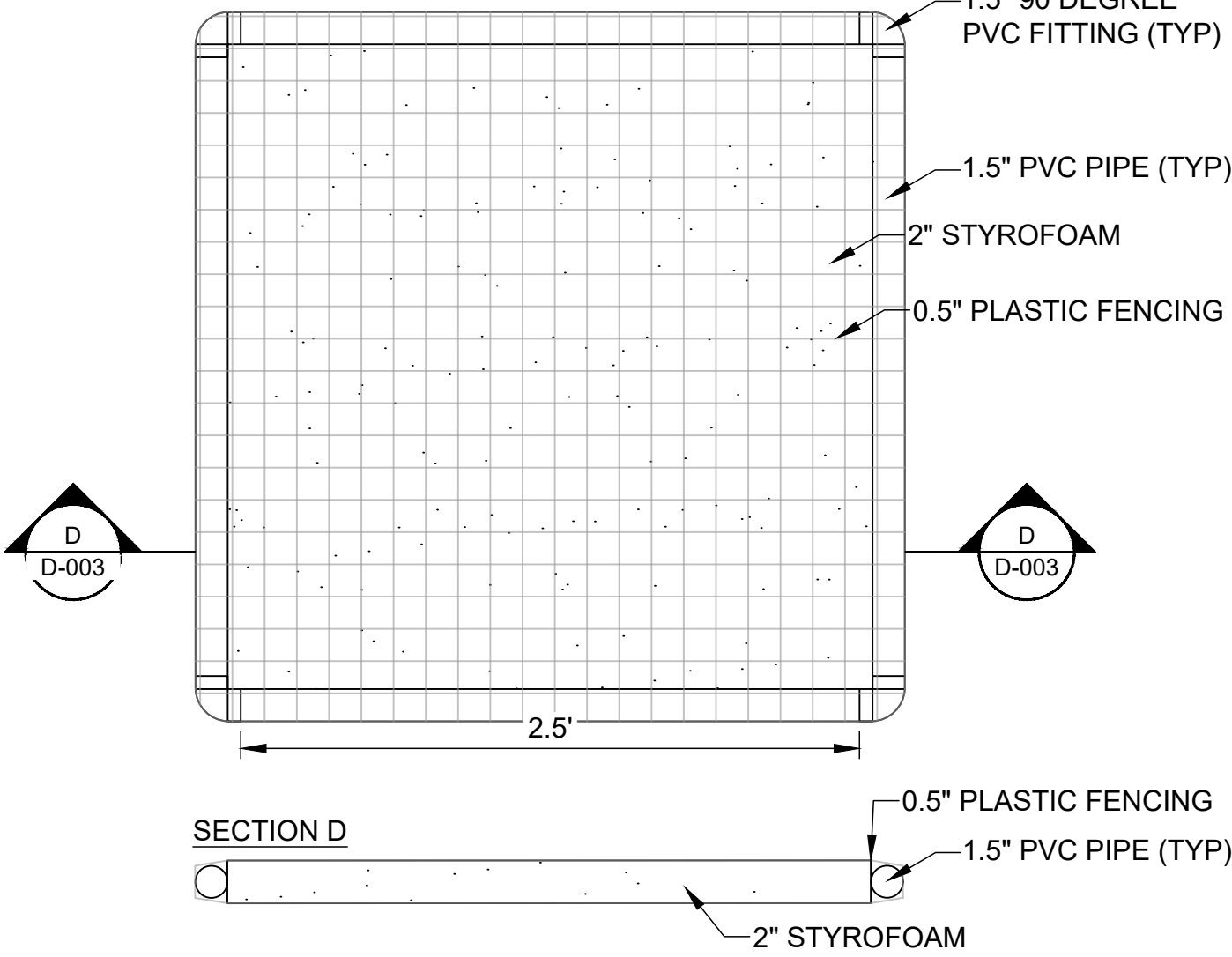
DETAIL
HERBACEOUS PLANTS

For Bid

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		<i>Drawn:</i> OJE							
		<i>Checked:</i> SHP							
		<i>Approved:</i>							
		<i>P.E. No:</i>							
		<i>GEI Project</i> 2202009				1	10/15/2023	BID DRAWINGS	SHP
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP
						NO	DATE	ISSUE/REVISION	APP

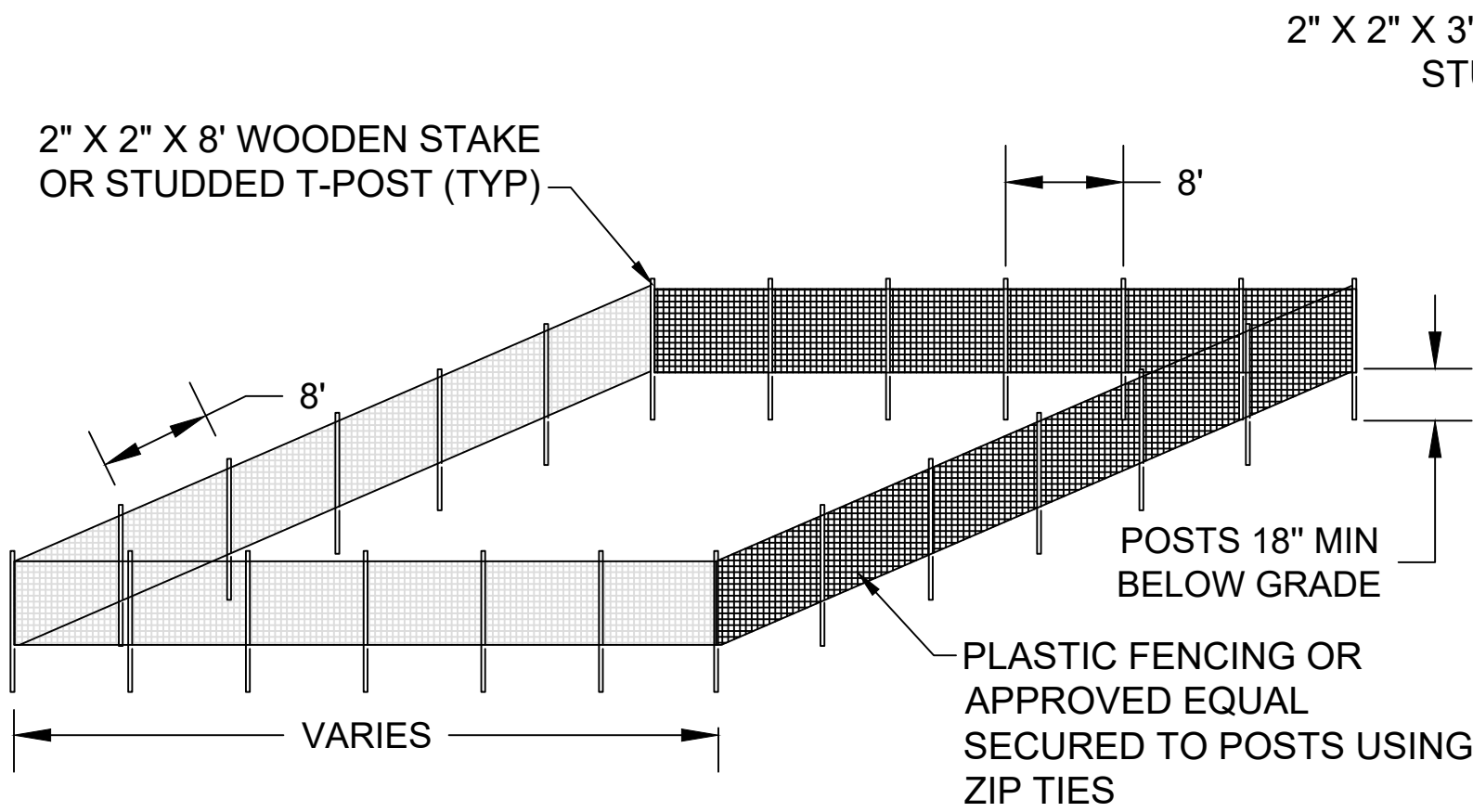


DETAIL
TREE CROWN CLUSTER
NO SCALE

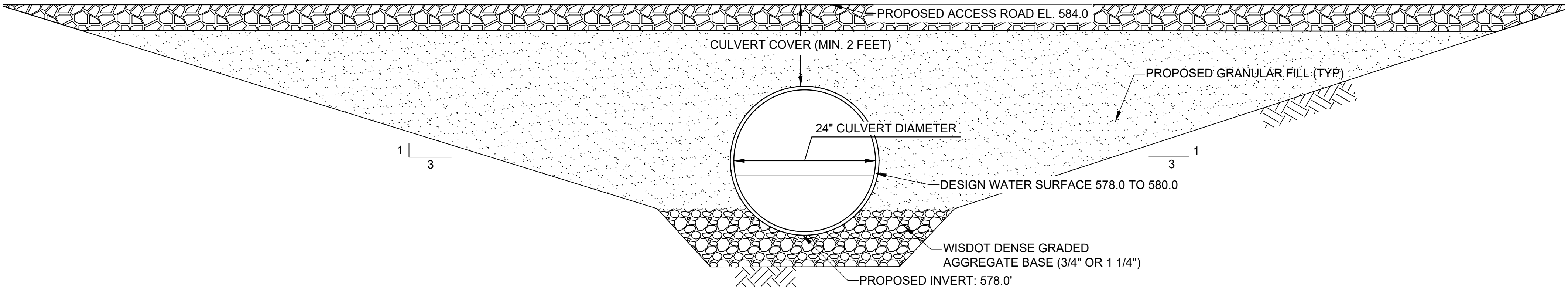
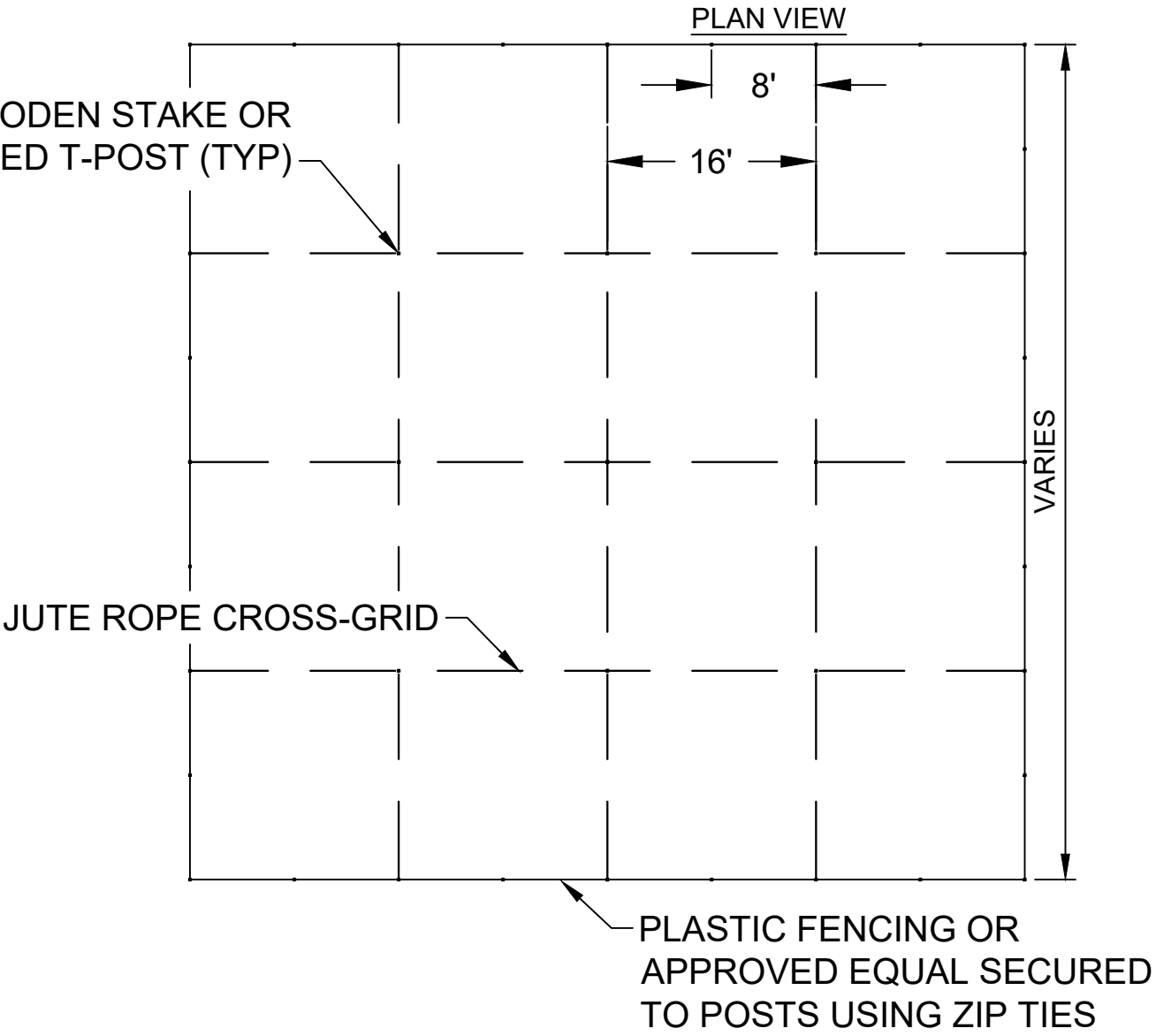


- INSTALLATION NOTES:
1. FILL PVC FRAME WITH GREAT STUFF FOAM.
 2. ENSURE PLASTIC FENCING IS SECURED TIGHT AROUND PVC FRAME WITH ZIP TIES.
 3. SECURE PLATFORM WITH 10' CHAIN, CEMENT ANCHOR BLOCKS, AND QUICK LINKS.

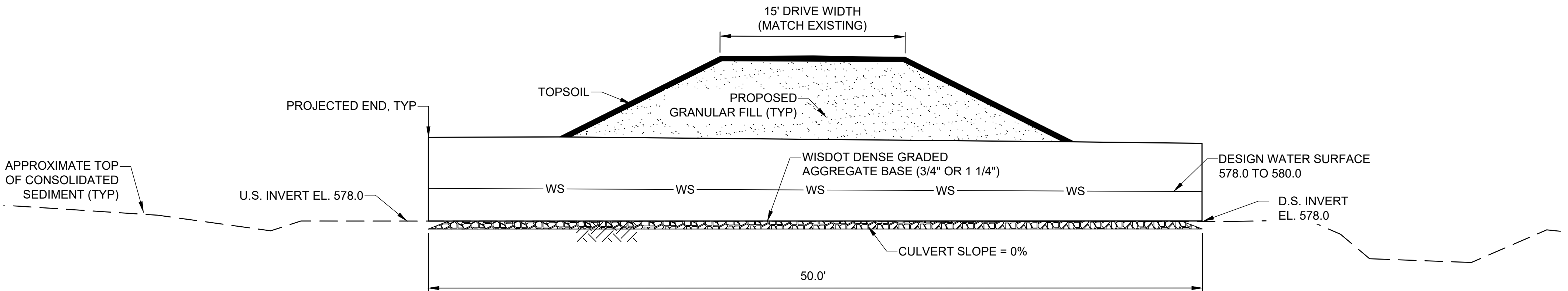
DETAIL
FLOATING WRACK PLATFORM
NO SCALE



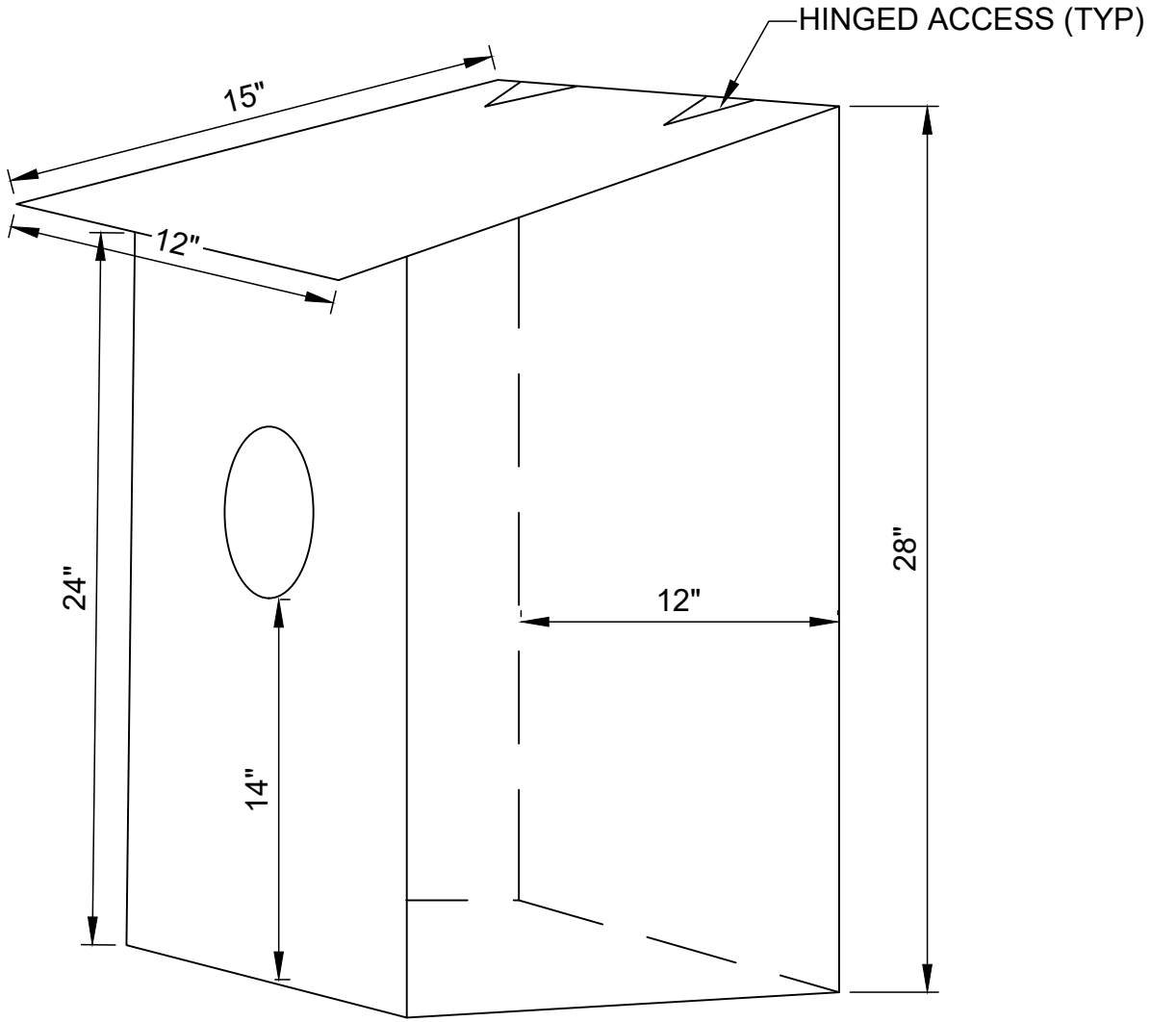
DETAIL
ANIMAL EXCLUSION FENCING
NO SCALE



SECTION
CULVERT
NO SCALE



PROFILE
ROAD AND CULVERT
NO SCALE



NOTE: SIX WOOD DUCK BOXES, FOUR MODIFIED WOOD DUCK BOXES, THREE SECONDARY CAVITY NESTING BIRD HOUSES, AND SIX BAT HOUSES ARE DISPLAYED ON THE DRAWINGS. LOCATION AND DESIGN TO BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

DETAIL
NESTING BOX
NO SCALE

ENGELHARDT, OLIVIA: B:\Working\GREEN BAY\WIL CITY\052202009 Tank Farm Marsh\100_CAD\Design\Sheets\DETAILS.dwg - 10/20/2023

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DRAFT

Designed: MW

Drawn: OJE

Checked: SHP

Approved:

P.E. No:

GEI Project 2202009

GEI Consultants

GEI CONSULTANTS, INC.

3159 VOYAGER DRIVE

GREEN BAY, WI 54311

(920)455-9200

CITY OF GREEN BAY

100 N. JEFFERSON ST

GREEN BAY, WI 54301

TANK FARM MARSH RESTORATION

T24N R21E SECTION 24

1	10/15/2023	BID DRAWINGS	SHP
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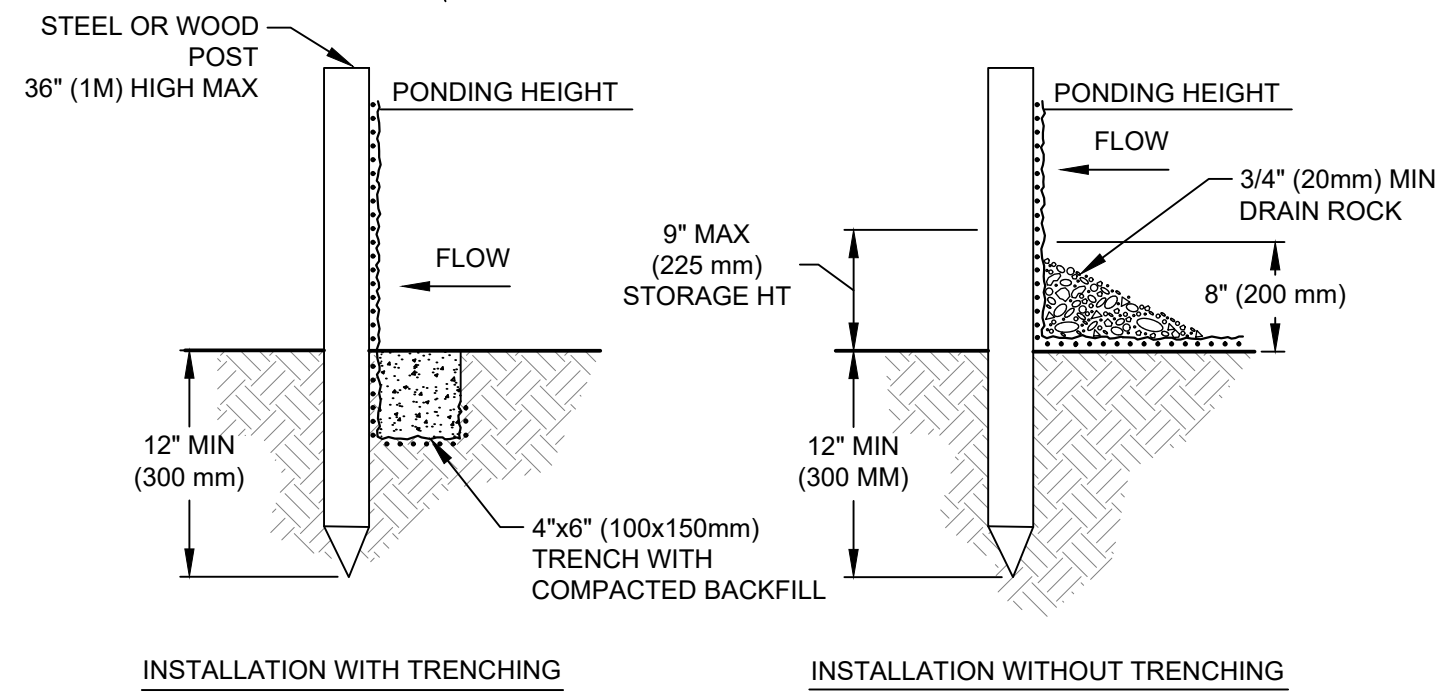
SHEET NAME

DETAILS- HABITAT IMPROVEMENT AND CULVERT

SHEET NO.

D-003

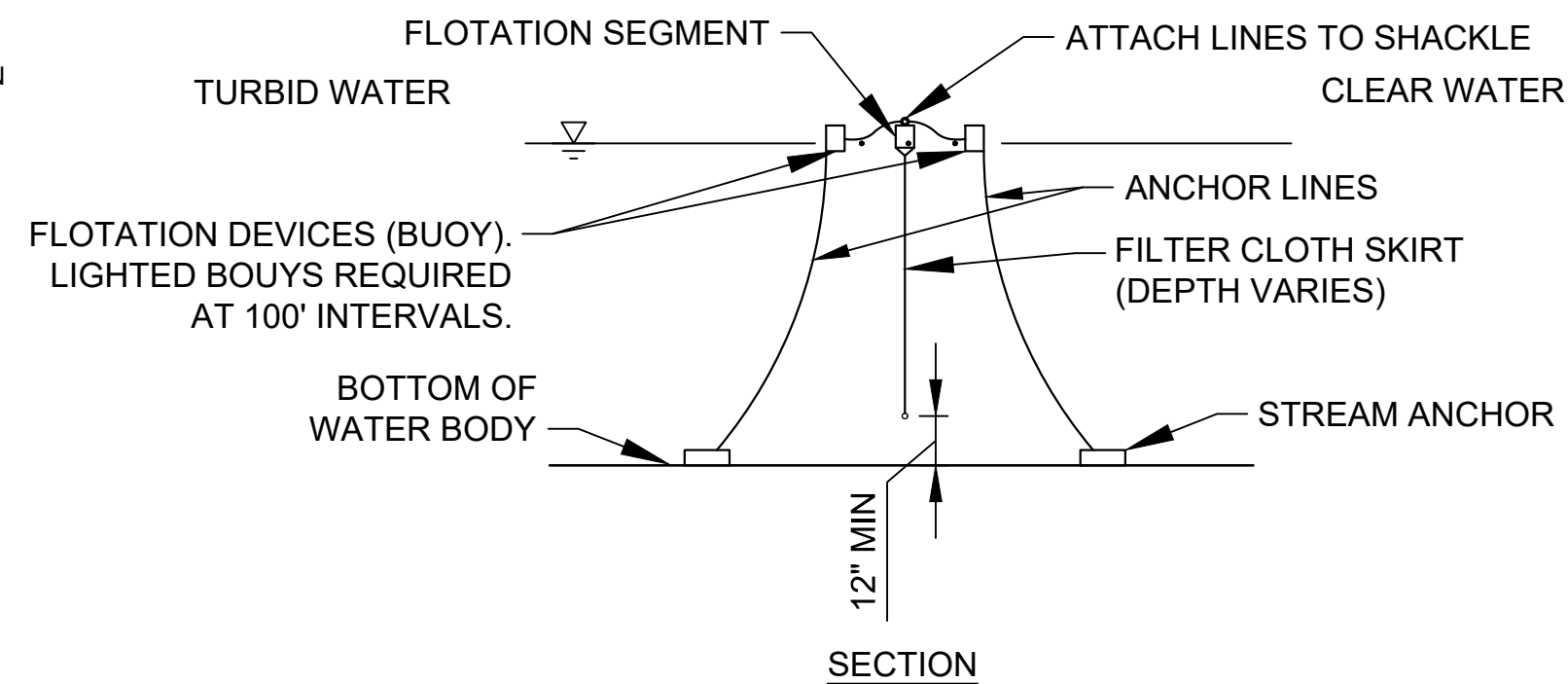
For Bid



- NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
 2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.
 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

DETAIL

SILT FENCE NO SCALE



SHORE ANCHOR (TYP)

DISTURBED GROUND/WORK ZONE

SHORELINE

TURBIDITY CURTAIN

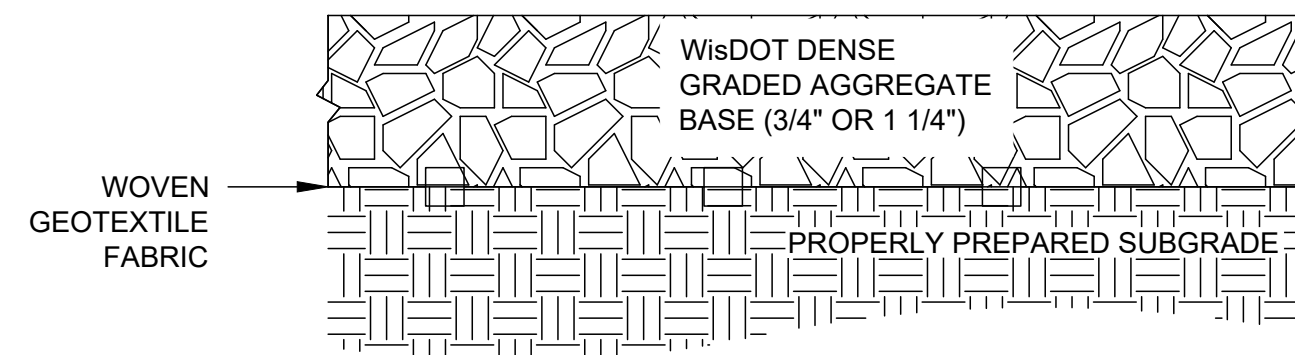
50'-100' (TYP)

CHANNEL ANCHOR

INSTALLATION

DETAIL

TURBIDITY CURTAIN NO SCALE



- NOTES:
1. 6" SAND SUBBASE SUBSTITUTE IN STABLE SUBGRADE AREAS AS DIRECTED BY ENGINEER.

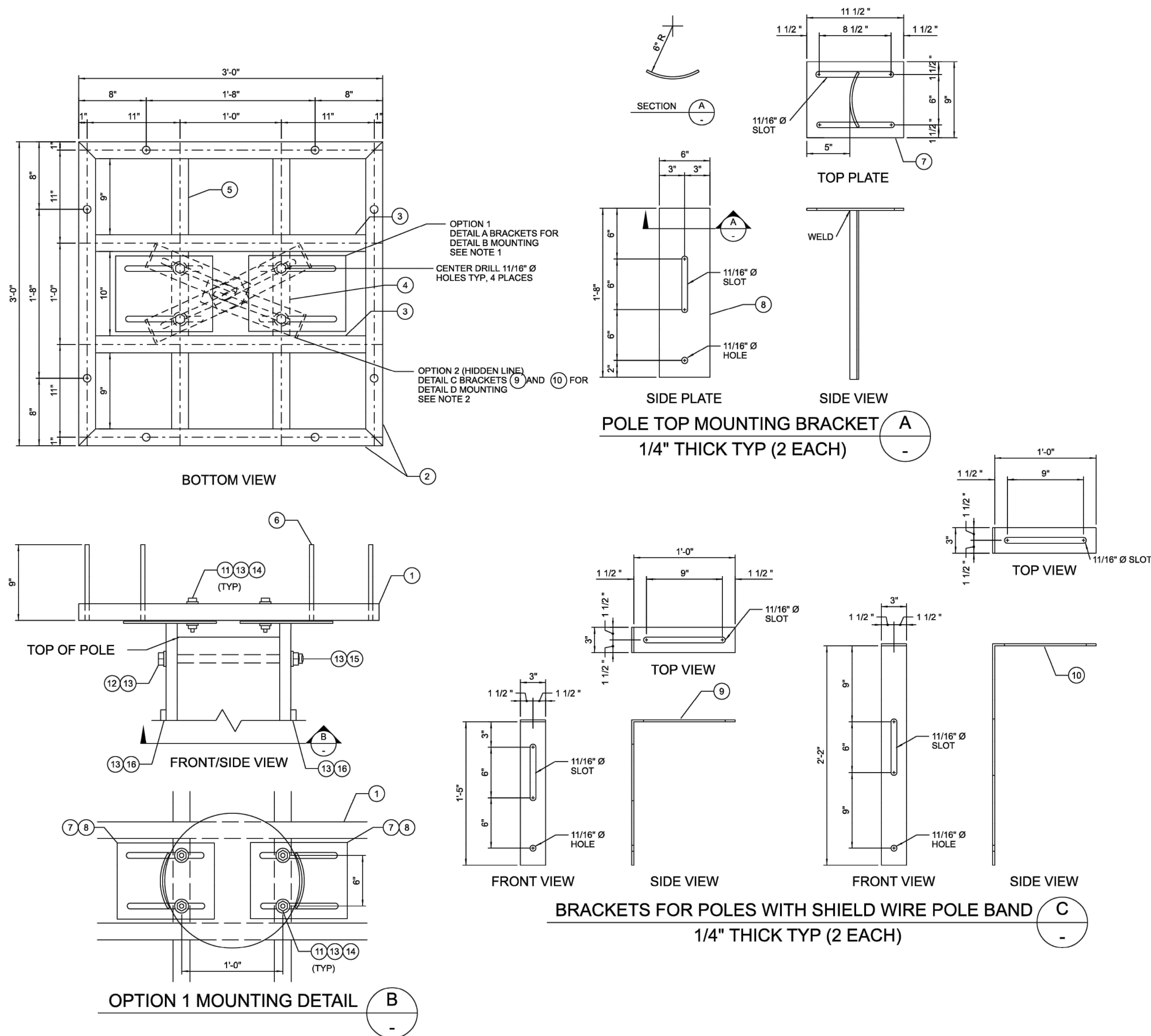
SECTION B

TYPICAL ACCESS/ HAUL ROAD NO SCALE

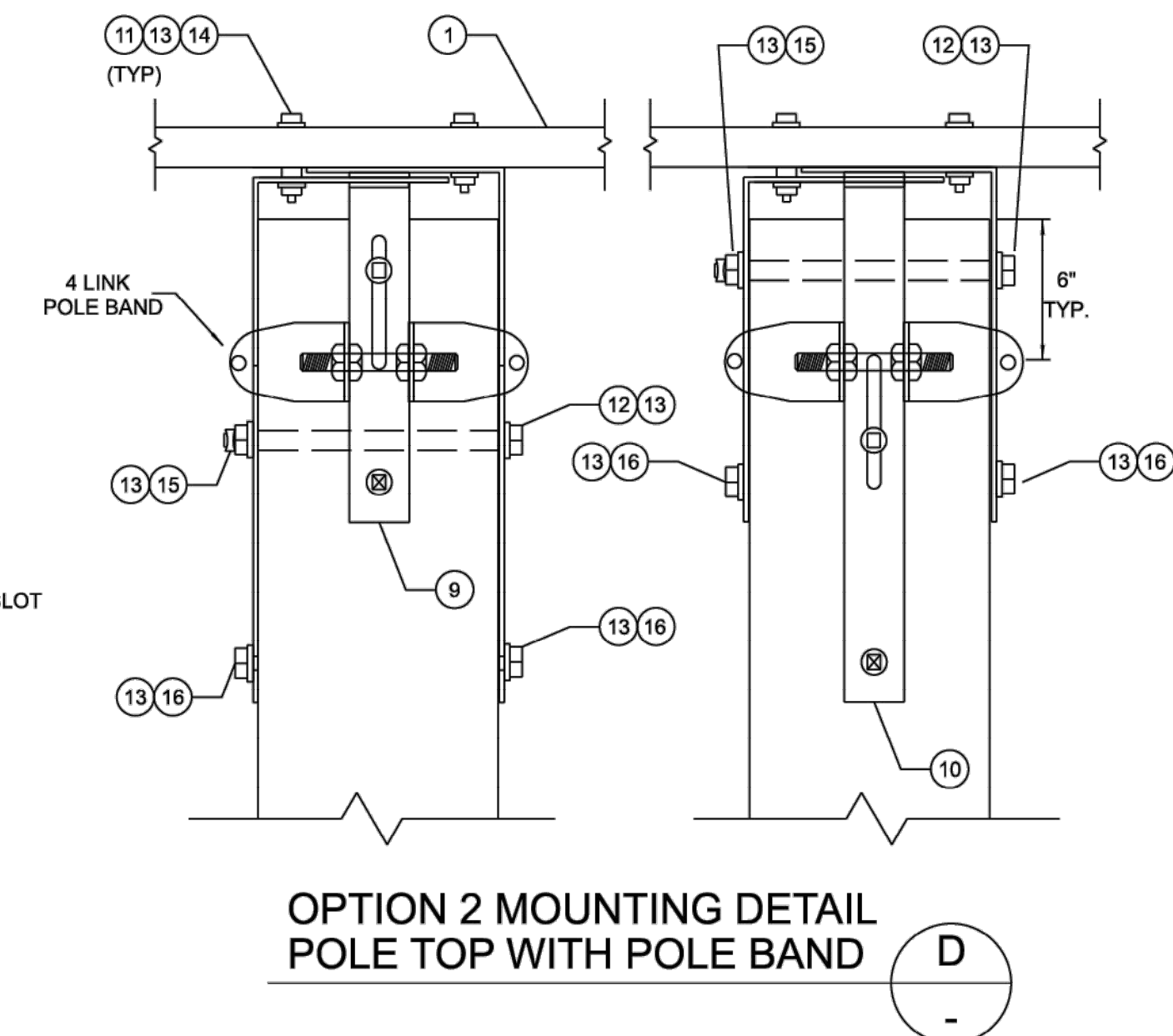


For Bid

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		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	9/29/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
	NO	DATE	ISSUE/REVISION	APP							

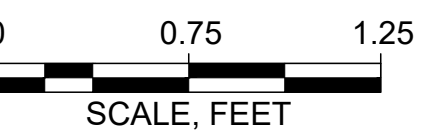


ITEM	STOCK#	DESCRIPTION	UNIT	OPT1	OPT2
1	5046351	PLATFORM-NESTING 3 X 3 FT AL WD POLE MTG			
2	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 36IN, 45 DEG BEVEL ENDS	EA	4	4
3	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 32IN	EA	2	2
4	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 10IN	EA	2	2
5	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 9IN	EA	4	4
6	ITEM 1	ROD-AL 1/2IN DIA X 9IN	EA	8	8
7	ITEM 1	PLATE-1/4IN AL, 11-1/2IN X 9IN	EA	2	-
8	ITEM 1	BRACKET-6IN R CURVED, 20IN X 6IN WH/1/4IN AL PLATE	EA	2	-
9	ITEM 1	BRACKET-L, 17IN X 12IN X 3IN, 1/4IN AL STRAP	EA	-	2
10	ITEM 1	BRACKET-L, 26IN X 12IN X 3IN, 1/4IN AL STRAP	EA	-	2
11	5132708	BOLT-TOWER 5/8IN X 3IN HK T-O GALV	EA	4	4
12	SELECT	BOLT-5/8IN X _____ IN SQ HEAD, GALV	EA	1	2
13	5139087	WASHER-RND 1-3/4OD 11/16" H GALV	EA	12	18
14	5287528	WASHER-LOCK 5/8IN GALV CL-D	EA	8	8
15	5136302	NUT-LOCK SQ M-F 5/8IN GALV	EA	1	2
16	5136855	SCREW-LAG 5/8X5IN GALV FETR DRV	EA	2	4

SEE NOTE 1 _____
SEE NOTE 2 _____

NOTES:

1. OPTION 1 MOUNTS PLATFORM TO POLE WITH POLE BANDS.
2. OPTION 2 MOUNTS PLATFORM WITH BRACKETS ITEM 9 & 10 WHEN SHIELD WIRE POLE BAND IS PRESENT. BRACKETS ARE SLID INSIDE POLE BAND SECTIONS.
3. ALL WELDS SHALL BE SQUARE BUTT WELDS AND EXTEND COMPLETELY AROUND JOINT.
4. DESIGNED BY AMERICAN TRANSMISSION COMPANY ON DECEMBER 06, 2022.



For Bid

Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: ATC	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME DETAILS- ELEVATED NESTING PLATFORM ON WOOD POLE	SHEET NO. D-005
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

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1. Site Work

1.1 General

- A. Except where otherwise noted on these plans specifications contained therein, all materials and workmanship shall be in accordance with the 2023 WisDOT Standard Specifications, the Wisconsin Manual of Uniform Traffic Control Devices, and the City of Green Bay Standard Specifications and Construction Standards.
- B. Any existing utilities, pavement, curbs, sidewalks, structures, trees, etc., not planned for demolition or removal that are damaged or removed shall be repaired or replaced at the contactor's expense.
- C. The locations and depths shown on the plan sheets are approximate. The contractor shall verify all depths and locations of existing utilities, including watermain, water laterals, sanitary sewers, sanitary laterals, storm sewers, culverts, underground phone lines, fiber optic lines, underground electric and natural gas lines, prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of GEI's Engineer who shall be responsible for revising the plans as appropriate. All revisions shall be brought to the attention of the city engineer. Plan revisions may need zoning administrator and city engineering approval.
- D. Prior to any construction, a preconstruction conference between the city of green bay, the developer, the contractor, utility companies, any affected parties, and any other entity of the city or developer may require shall convene.
- E. The contractor or his/her designated agent shall keep accurate records of all construction that deviates from the plans. The contractor or his/her designated agent shall furnish the city of green bay accurate "as-built" drawings following completion of all construction. These "as-builts" drawings shall meet with the satisfaction of the City Engineering Department prior to final acceptance. Final "as-builts" drawings shall be delivered to the City Engineering Department in paper form and on a CD/DVD in CAD .DWG format.
- F. The Green Bay City Commission shall not be petitioned for acceptance until all necessary easement and/or right of way deed documents have been signed and recorded, and all materials, piping, structures have been inspected and tested to the City Engineers' approval.
- G. All utility construction work to be accepted by the City of Green Bay into their utility system and all work done in public rights of way or easements must be done in accordance with Wisconsin Department of Transportation and City of Green Bay Standards and Specifications.
- H. When construction is being carried out with easements, the contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the city engineer.
- I. Prior to any construction, the contractor or his/her designated agent shall apply for and secure all proper permits from the appropriate authorities, such as, but not limited to, the City of Green Bay, Wisconsin Department of Natural Resources, County of Brown, etc.

1.2 Project Safety

- J. Project safety shall be in accordance with the laws of the State of Wisconsin and the Wisconsin Occupational Safety and Health Administration's current regulations.

1.3 Traffic Control

- A. Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Wisconsin Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition.
- B. All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with WisDOT Standard Specifications for Construction of Highways, Streets and Bridges and the Wisconsin Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.
- C. All public streets that are to be closed or interrupted due to the construction activities will require coordination with the city of green bay engineering department for a public service announcement. A minimum of 72 hours notice will be given to the city engineering department for said closures or interruptions.
- D. Parking restrictions must be posted 24 hours before work starts and will be at the expense of the contractor/developer. Contact the police department and public works department when restrictions are placed.
- E. The hours of construction operations will follow the noise restrictions as per the City of Green Bay Nuisance Ordinance and as specified in the City of Green Bay Standard Construction Specifications.
- F. All material and equipment shall be stockpiled/staged such that they do not interfere with the safe and free movement of traffic. If equipment uses or obstructs any portion of public roadways during the performance of the work, proper traffic control (including flag persons) shall be required.

1.4 General Construction

- A. At no time shall excavated material(s) or imported material(s) be stockpiled on paved roadway surfaces. If the paved roadway surface is damaged by the contractor as a result of stockpiling excavated material(s) or imported material(s) on paved roadway surfaces, the contractor shall be required to repair the paved roadway surface at no additional cost to the owner.
- B. At no time shall track equipment be permitted to travel on or across paved roadway surfaces without providing adequate protection between the tracks and paved roadway surface. If the paved roadway surface is damaged by failure to provide adequate protection between the tracks and paved roadway surface, the contractor shall be required to repair the paved roadway surface at no additional cost to the owner.
- C. Safety requirements shall be conformed to and all operations shall be conducted so as not to damage, destroy, or endanger the integrity of the roadway pavement structure. All work within the public right-of-way shall be conducted in accordance with Wisconsin OSHA safety rules and regulations.
- D. The contractor shall provide temporary access to private drives and public alleys during evenings, weekends, holidays, and during any other time when no construction activity is occurring in the immediate area.

1.5 Green Bay Utility and Right-of-Way

- A. All utility construction work to be accepted by the city of green bay into their utility system and all work done in public rights of way or easements must be done in accordance with WisDOT and City of Green Bay Standards and Specifications.

1.6 Earthwork

- A. Clearing and grubbing shall be in general accordance with WisDOT Standard Specifications, section 201.
- B. The contractor shall not be permitted to perform site clearing and grubbing outside of the limits indicated on the drawings.
- C. Excavation shall be in general accordance with the City of Green Bay Standard Specifications and Construction Standards, section 303.
- D. Fill shall be in general accordance with the city of green bay standard specifications and construction standards, section 305, unless specifically specified otherwise herein.
- E. Contractor shall provide adequate support and bracing during excavation, dewatering, and backfilling operations to protect the structural integrity of all curbing, shoulders, sewers, paved areas, and utilities located within the public road right-of-way. Sheet piling and bracing shall be required when any excavation is located within the 1-on-1 slope from the shoulder point or back of curb to the bottom of any excavation.
- F. Topsoil, fill, and any deleterious materials within parking lot and drive areas should be completely removed. These materials should be removed in a zone extending 1h:1v beyond all edges of the traffic areas. Subgrade soils should be proof-rolled using a fully loaded tandem axle dump truck. A GEI representative should be on site to observe the proof-rolling operation.
- G. Materials:
 - a. Topsoil: topsoil consists of loam, sandy loam, silt loam, or silty clay loam, graded free of roots, rocks larger than one inch (25 mm), subsoil, debris and large weeds. The pH should be in the range of 6.0 to 7.0.
 - b. Riprap: light riprap in accordance with WisDOT section 606 riprap. Material shall be durable field or quarry stone that is sound, hard, dense, resistant to the action of air and water, and free of seams, cracks, or other structural defects. Use stone pieces with a length and width no more than twice the thickness.
 - c. General fill: excavated material, graded free of lumps larger than 3 inches, rocks larger than 3 inches, organics and other debris.
 - d. Structural granular fill: granular fill material placed as structural fill in the roadway areas. Material shall be well-graded sand, well-graded sand and gravel, well graded crushed stone or gravel, or other approved granular material, of 2" maximum size and no more than 5% by weight passing a no. 200 sieve. Material to be free from organic and deleterious materials. Classified as GW, GP, SW, or SP in unified soil classification system. Plasticity index: ASTM d4318, 6 or less. Plasticity index shall be performed on fraction of material that passes the no. 40 sieve. Uniformity coefficient: 5 or greater.
 - e. Dense graded aggregate base: crushed stone or gravel free of organic material in accordance with 3/4" dense graded base defined in WisDOT section 305.2.2.1.
 - f. Granular fill: granular fill material shall be grade 1 in accordance with WisDOT Section 209.2.2. Material shall be well-graded sand, well-graded sand and gravel, well-graded crushed stone or gravel, or other approved granular material, of 6" maximum size and no more than 8% by weight passing a no. 200 sieve. Material to be free from organic and deleterious materials. Classified as GW, GP, SW, or SP in unified soil classification system. Plasticity index: ASTM D4318, 6 or less. Plasticity index shall be performed on fraction of material that passes the no. 40 sieve.

H. Placement

- a. Structural granular fill shall be spread and leveled in layers not exceeding six (6) inches in thickness before compaction. Each layer shall be compacted to at least 95% of modified proctor (ASTM d 1557). The required compaction shall be attained for each layer before any material for a succeeding layer is placed thereon.
- b. Riprap shall be placed in accordance with WisDOT Standard Specifications, section 606.3.
- c. Topsoil placement shall be in accordance with WisDOT Standard Specifications, section 625.3.
- d. General fill shall be placed in lifts not exceeding 12 inches in depth and compacted to a minimum of 90% of modified proctor (85% in greenspace areas).

1.7 Roadway Construction

- A. Roadway excavation shall be in accordance with WisDOT Standard Specifications, section 205.
- B. Structural fills for roadways shall consist of structural granular fill placed in 6-inch lifts and compacted to 95% of modified proctor.
- C. Install woven geotextile (type SAS) between surface course and subgrade in accordance with WisDOT Standard Specifications, section 645
- D. Surface course material shall be WisDOT 3/4-inch or 1 1/4-inch dense graded aggregate base.

1.8 Culvert

- A. Perform work in general accordance with the provisions of WisDOT Standard Specifications, section 520.
- B. Corrugated plastic pipe culverts shall be in general accordance with WisDOT Standard Specifications, section 530.
- C. Culvert shall be sized and placed as indicated on the drawings.

1.9 Erosion Control

- A. Perform work in general accordance with the provisions of WisDOT Standard Specifications, section 628 and City of Green Bay Standard Specifications and Construction Standards, section 313.
- B. Erosion control shall be placed as indicated on the drawings.

1.10 Geosynthetics

- A. Geosynthetics shall be supplied and installed in general accordance with WisDOT2023 Standard Specifications, section 645.

1.11 Signing

- A. Signage shall be in general accordance with WisDOT 2023 Standard Specifications, section 637.
- B. Signage shall be provided and placed as indicated on the drawings.

1.12 Gates

- A. Gates shall be provided and placed as indicated on the drawings.

1.13 Landscaping

- A. Landscaping shall be constructed in general accordance with the City of Green Bay Standard Specifications and Construction Standards, sections 801-808.
- B. All areas disturbed or exposed during construction shall be revegetated in accordance with the plans and specifications. However, the type of revegetation must equal or exceed the type of vegetation present before construction unless otherwise specified.

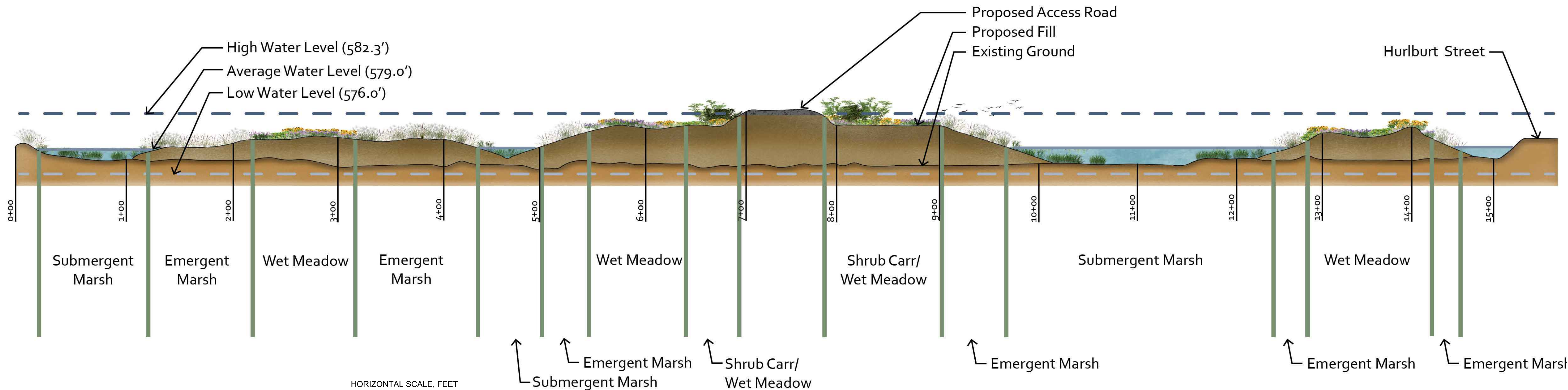
For Bid

Attention: 01"0 If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-9200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME SPECIFICATIONS (1 OF 2)	SHEET NO. T-001
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

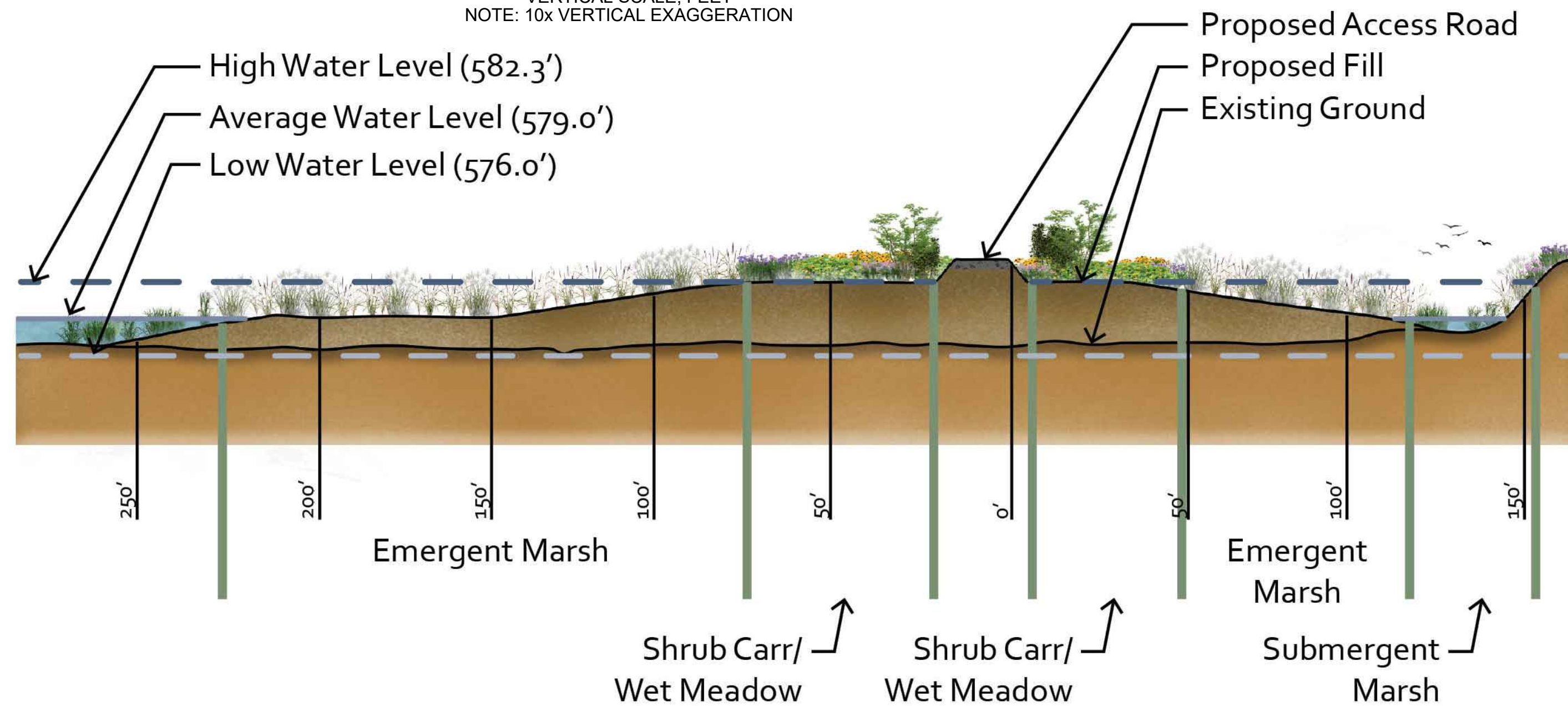
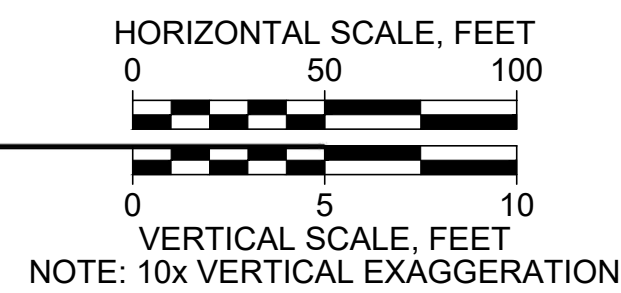
Appendix B

Proposed Section Renderings

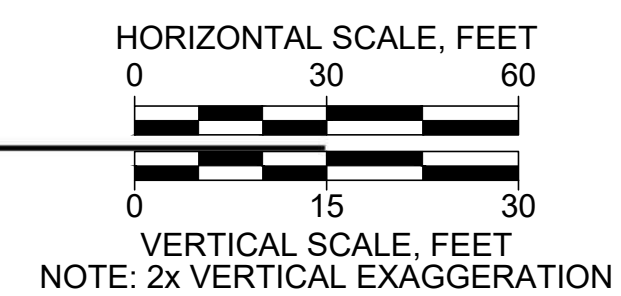
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Profile View



Section A



Wildlife Benefits

18 of 22 LGBFR AOC Priority Wildlife Population Groups



Great Blue Heron



Osprey



American Bittern



Sora



Black Tern



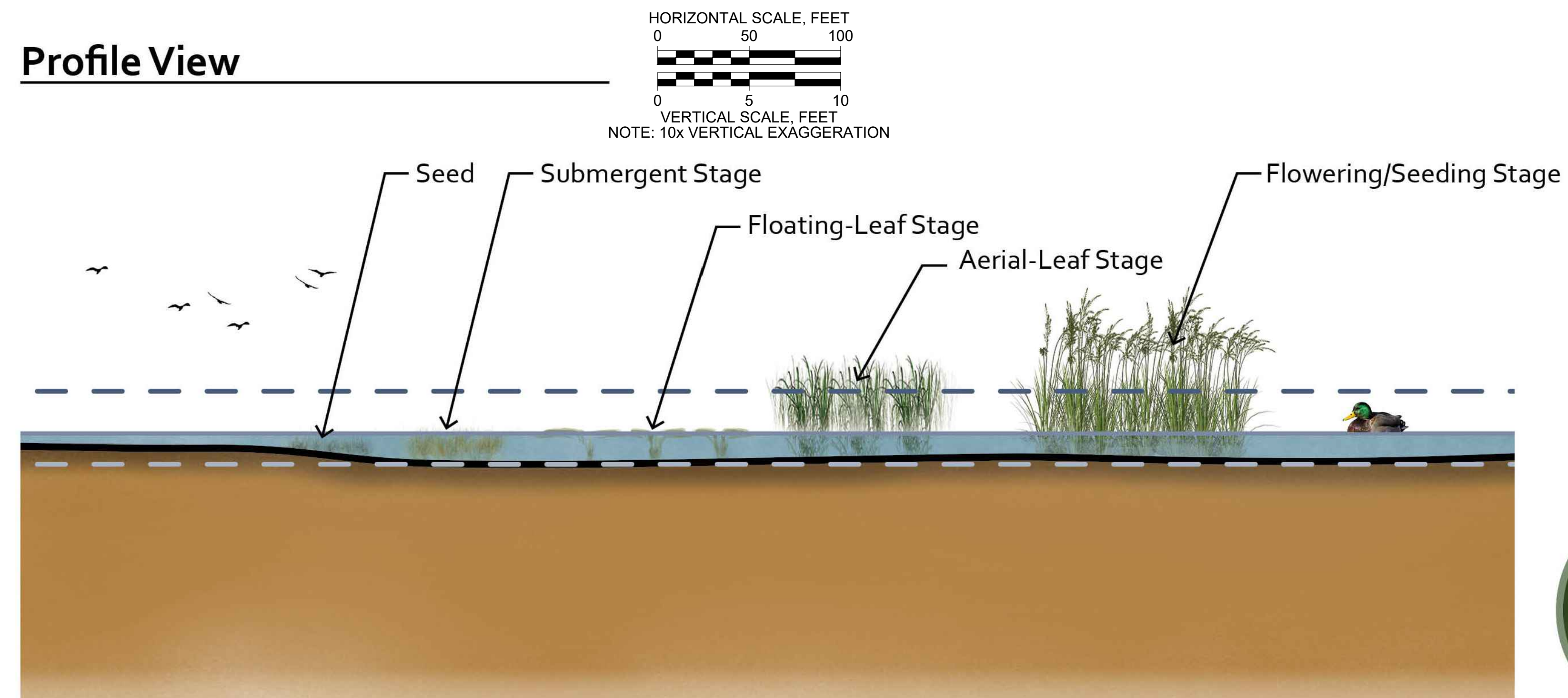
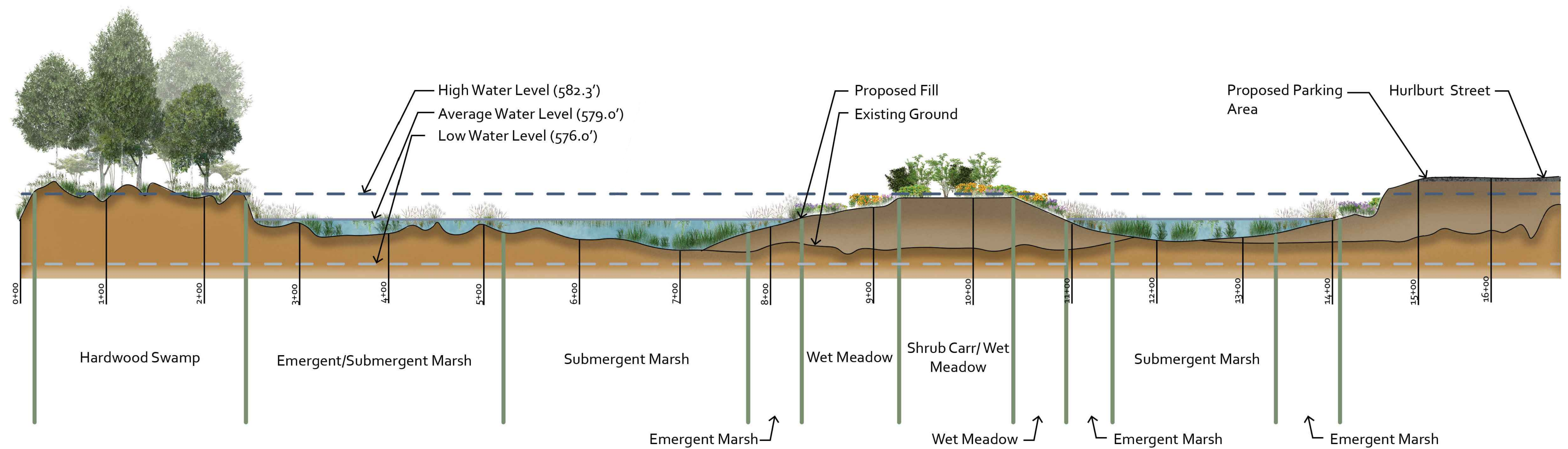
Forster's Tern



Black-Crowned Night-Heron

PRELIMINARY

Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME PROPOSED CONDITIONS- PROFILE 1, SECTION, AND WILDLIFE BENEFITS	SHEET NO. FIGURE 1					
		Drawn: OJE														
		Checked: SHP														
		Approved:														
		P.E. No:														
		GEI Project 2202009														
						04/5/2023	PRELIMINARY DRAWINGS	SHP								
						NO DATE	ISSUE/REVISION	APP								



Wild Rice Wildlife Benefits



Wild Rice Annual Life Cycle

PRELIMINARY

Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY	TANK FARM MARSH RESTORATION					SHEET NAME PROPOSED CONDITIONS- PROFILE 2 AND WILD RICE DETAIL	SHEET NO. FIGURE 2
		Drawn: OJE		100 N. JEFFERSON ST GREEN BAY, WI 54301	T24N R21E SECTION 24						
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 220209									
						0 4/5/2023 PRELIMINARY DRAWINGS	SHF				
						NO DATE ISSUE/REVISION	APP				

Appendix C

Tank Farm Marsh Project Schedule

Tank Farm Marsh Project Schedule

TASK	2022				2023				2024				2025				2026				2027				2028			
	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028	Q3 2028	Q4 2028
DESIGN / OVERSIGHT																												
Project Communication and Planning																												
Documentation of Existing Conditions																												
Develop a Concept Plan and Basis of Design Report																												
Develop a Final Project Design																												
Permitting, Regulatory Compliance and Approvals																												
Develop/Administer Construction Bid Package																												
Construction Oversight																												
DNR Administration Years 0-3																												
GEI PM Years 0-3																												
CONSTRUCTION - YEAR 0																												
Mobilization																												
Silt Fence																												
Turbidity Curtain																												
Access Road and Parking Areas																												
Imported Sand																												
Topsoil (6") Placement																												
Gate Installation																												
24" Culvert Construction Under Access Road																												
Bonding																												
Construction Staking																												
RESTORATION - YEAR 0																												
Coir Fiber ECB Installation																												
Mobilization																												
Mapping + Reporting Invasive Species																												
Sign Installation																												
Wetland Seeding																												
Goose Exclusion Fencing Installation																												
Emergent Marsh Invasive Species Control (Yr 0)																												
Hardwood Swamp Invasive Species Control (Yr 0)																												
Plug Plantings																												
#2 Container Shrub Plantings																												
Woodland Seeding																												
Cover Crop Seeding																												
# 2 Container Tree Plantings																												
Tree Protector Installation																												
Tree Girdling																												
Wood Duck Nest Box Installation																												
Bat Nest Box Installation																												
Osprey Platform Installation																												
Tree Crown Cluster Installation																												
Secondary Cavity Nesting Bird House Installation																												
Wild Rice Seeding																												
Demobilization																												
ANNUAL MAINTENANCE - YEAR 1																												
Maintenance Mobilization (Yr 1)																												
Road Repairs																												
Habitat Structure Monitoring and Maintenance (Yr 1)																												
Goose Exclusion Fencing Maintenance (Yr 1)																												
Mapping + Reporting Invasive Species (Yr 1)																												
Wild Rice Monitoring (Yr 1)																												
Emergent Marsh Invasive Species Control (Yr 1)																												
Hardwood Swamp Invasive Species Control (Yr 1)																												
Install Floating Wrack Platform (Yr 1)																												
Wild Rice Monitoring (Yr 1)																												
Seeding Maintenance (Yr 1)																												
Plug Planting Maintenance (Yr 1)																												
Shrub Planting Maintenance (Yr 1)																												
Wild Rice Seeding (Yr 1)																												

Tank Farm Marsh Project Schedule

[illegible]

COVER LETTER

January 27, 2025

Mrs. Valerie Joosten
Utility Manager
City of Green Bay Department of Public Works
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

Subject: Scope of Work for Tank Farm Marsh Implementation, Maintenance and Monitoring

Dear Mrs. Joosten:

GEI Consultants Inc. (GEI) is pleased to submit this Scope of Services for the second phase of the Tank Farm Marsh Restoration project to provide design implementation, maintenance and monitoring services. We look forward to moving the Tank Farm Marsh project (Project) from the design and planning phase into the construction phase and beyond.

This submittal details our proposed scope of services, including services such as:

- Bid document preparation,
- Preparation of Quality Assurance Project Plans (QAPP),
- Permitting support,
- Administration of construction contracts,
- Construction oversight,
- Post-construction monitoring,
- Public and stakeholder engagement,
- Supporting the preparation of regulatory and grant reports

We appreciate the opportunity to continue this partnership with the City of Green Bay and Wisconsin Department of Natural Resources. Please contact Katie Unke Ehrenberg at kunke@geiconsultants.com or 920.243.3765 with any questions.

Sincerely,

GEI Consultants, Inc.



Kelly O'Malley, EIT
Environmental Project Manager



Katie Unke Ehrenberg
Senior Project Manager

Cover Letter i

Scope of Services..... 1

Task 1 - Engineering Services and Project Development..... 1

Task 2 - Quality Assurance Documentation..... 2

Task 3 - Permitting and Regulatory Requirements 2

Construction Site Erosion Control and Storm Water Management 3

WDNR Wetland and Waterway Permitting..... 3

USACE Wetland and Waterway Permitting..... 4

Task 4 - Bidding & Construction Administration..... 4

Task 5 – Construction Oversight..... 5

Task 6 - Post-Construction and Restoration Maintenance and Monitoring 6

Task 7 - Collaboration with PMT, PIT, and other Stakeholders..... 7

Task 8 - Reporting..... 8

Proposed Timeline 9

Costs..... 11

SCOPE OF SERVICES

The Project, City of Green Bay (City) and Wisconsin Department of Natural Resources (WDNR) will continue to be supported by the GEI and staff that have been working on the Tank Farm Marsh project since its inception. The GEI project manager, Katie Unke Ehrenberg, will continue to oversee the Project and will be supported by a team of staff from GEI that are familiar with the Project, site, and requirements. The Project will be implemented as outlined below.

Task 1 - Engineering Services and Project Development

The City will be responsible for coordinating bidding for construction services. GEI will support bidding services by preparing a bid package that builds off the final deliverables from the previous design phase. The bid package prepared by GEI will include a final Engineer's Cost Estimate and Special Provisions utilizing templates that will be supplied by the City. With input from the City, the final plan set from the previous design phase will also be formatted to be consistent with the City's standards for bidding.

Building off the completion of the initial design, GEI would prepare project construction documents (i.e., plans and specifications) that present the specific design to achieve desired goals for the site. Construction documents would include detailed plans and designs, specifications, and cost estimates.

We envision a final plan set including, but not necessarily being limited to the following sheets:

- Cover and sheet index
- Existing conditions base plan sheets, one with public and private utilities and topography overlaid on a recent aerial and a second with wetland and plant communities, bathymetry, and soft sediment thickness
- Demolition plan (if needed)
- Soil Erosion and Sedimentation Control (SESC) Plan
- Proposed conditions plan, including public access plan and natural resource impact areas
- Grading Plan and survey control points
- Marsh cross-sections showing overlay of existing and proposed bathymetry and/or topography; changes in water surface elevations
- Planting plan
- Details for public access features
- Habitat improvement details
- SESC details, planting details
- Other infrastructure details

The final submittal would include final detailed plans and designs, specifications, and a cost estimate suitable to issue for bids from contractors.

Assumptions:

- Revisions to the final plan set will align with the objectives in the Scope of Work document developed by the WDNR Office of Great Waters for this project.

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

- The Contractor will be required to obtain utility locates. Known utility locations will be identified on drawing plan sets.
- The City will provide GIS locations of storm and sanitary sewer utilities within or immediately adjacent to the project site.
- We will address one round of comments for revision of the plan set prior to finalization of the document.

Deliverables:

- Bid package including construction contract documents (e.g. plan set, special provisions, and engineer's cost estimate).

Task 2 - Quality Assurance Documentation

Having developed Quality Assurance Project Plans (QAPP) for Phase 1 of the Tank Farm Marsh Restoration Project as well as projects in other AOCs, GEI is aware of the importance and need to set up a project plan that identifies procedures, roles and responsibilities, schedule, and other key project features so that collected data is usable in meeting a project's goals and objectives.

Prior to initiating project oversight, maintenance, or monitoring work, GEI will prepare and submit a QAPP. The QAPP will be reviewed and approved by the Wisconsin Department of Natural Resources Green Bay Program Coordinator and Quality Assurance Coordinator. The QAPP will be prepared using a WDNR-supplied outline as well as EPA Region 5 formatting and guidelines to ensure that collected data is of known and reliable quality and will include elements related to project management, data generation and acquisition, assessment and oversight, and data validation and usability. The work plan within the QAPP will detail items such as the scope and timing of oversight, maintenance, and monitoring work to be performed by GEI, anticipated data to be collected, and anticipated issues. One round of QAPP and work plan revisions based on comments from WDNR is included in this estimate.

Assumptions:

- A QAPP is not required to begin activities such as a project kickoff with the City, finalization of the project plan set (Task 1), continuation of permitting (Task 3), or Bidding & Construction Administration activities (Task 4) as those activities are not related to assessments or data collection.
- GEI will work with the City to incorporate City procedures into the QAPP that may be applicable.
- Contractor methods may impact the contents of the QAPP and may require the QAPP to be revised. Revisions would be done through having the contractor provide language, GEI incorporating the language, the City reviewing and routing the QAPP to WDNR for approval.

Deliverables:

- Completed, approved, and signed QAPP and any supporting documentation associated with the approved QAPP.

Task 3 - Permitting and Regulatory Requirements

The previous design phase of the Tank Farm Marsh Restoration project included an assessment of applicable federal, state, and local permit requirements as well as the completion of some of the identified permit applications by the City and GEI. GEI will continue to coordinate with the City to help prepare and

submit outstanding applicable permit applications and gain regulatory approvals as required with support from WDNR. GEI will prepare all application materials including supporting attachments and the City will be responsible for review and submittal of the permit applications except for those already started by the City related to municipal requirements (floodplain and road closures). This includes preparing or updating materials and ensuring compliance with: National Historic Preservation Act, Endangered Species Act, waterway/wetland activities, and stormwater related regulations. Permit applications included in this scope of services are detailed below.

Construction Site Erosion Control and Storm Water Management

Since this project will result in greater than one acre of land disturbance, a Construction Site Stormwater Permit is required by the WDNR. This permit ([SW-GP-NE-2024-5-X07-31T16-04-02](#)) was acquired by the City on August 8, 2024 and is effective for three years through August 8, 2027. This permit outlines existing and proposed land use, potential impacts to environmentally sensitive areas, as well as stormwater management features and erosion control Best Management Practices (BMPs) that will be utilized to control runoff and prevent erosion. If there are any changes to the proposed work outlined in the application, additional coordination with the permitting authority may be required (e.g. if a WPDES Discharge Permit and WDNR Dewatering Permit is needed).

The City requires a Site Plan submittal for development projects that generally includes a Stormwater Management Plan and Erosion Control Plan in accordance with Chapter 16 of the Green Bay Municipal Code. Similar to the WDNR Construction Site Stormwater Permit, the Stormwater Management Plan identifies existing and proposed land use, sensitive areas such as wetlands, floodplains, and nearby water bodies that may be impacted by the development. In addition, the Erosion Control Plan identifies the BMPs and post-construction stormwater management features that will be used to control runoff on the site to protect the newly formed habitat areas. It was determined by the City during the previous phase of the project that the Stormwater Management Plan would not be a requirement for the work as currently proposed. A complete Site Plan package will need to be finalized and submitted to the City's Community and Economic Development Department for erosion control permitting and any other permits identified by the City (e.g. floodplain, if applicable).

This project takes place in a sensitive area near the Bay of Green Bay. Therefore, special consideration will be given to environmental resources in the area in terms of the approach and measures required. For example, construction schedules may need to be adjusted to avoid spawning dates of fish or other wildlife. If construction of traditional detention ponds is not feasible, alternative measures such as silt curtains and/or coffer dams may be used.

WDNR Wetland and Waterway Permitting

A pre-application meeting with the WDNR was performed in the previous project phase, during which the appropriate wetland and/or waterway permit(s) required for the project were identified. Following the meeting, the City and GEI drafted an Individual Permit (IP) application for grading (fill) work to be performed during construction as well as a General Permit (GP) for habitat wildlife nesting structures. The permit drafts were submitted to the WDNR On January 7-8, 2025 (Application numbers [WP-IP-NE-2025-5-X01-06T09-58-13](#) and [WP-GP-NE-2025-5-X01-06T09-27-15](#), respectively). If the WDNR identifies additional information is needed following review of the applications, GEI will assist the City with drafting the modifications. This will be done in a manner to mirror the federal NEPA process and requirements of maintaining a Project Record for Freedom of Information Act Requests (FOIA).

USACE Wetland and Waterway Permitting

A pre-application meeting with the United States Army Corps of Engineers (USACE) was performed during the previous project phase. During the meeting, USACE identified wetland and/or waterway permits(s) required for the project. Following the meeting, the City and GEI prepared and submitted a pre-construction notification (PCN) for Nationwide Permits (NWP) 27 for Aquatic Habitat Restoration, Enhancement, and Establishment activities and NWP 33 for Temporary Construction, Access, and Dewatering. Upon review of the PCN, USACE determined that NWP 33 was not needed for the project and issued NWP 27 on July 16, 2024 (Regulatory File No. 2007-01987-HSR). This permit is valid until February 19, 2028, but the permitted activity must be completed within 12 months of commencement of the activity. If permit modifications are required, GEI will assist the City with drafting modifications if needed. This will be done in a manner to mirror the federal NEPA process and requirements of maintaining a Project Record for Freedom of Information Act Requests (FOIA).

Assumptions:

- WDNR will be responsible for updating the WDNR Endangered Resources Review and providing to the City and GEI.
- WDNR will be responsible for determining the avoidance periods required due to avian or other species. Changes imposed to project schedule may require updates to construction drawings, scheduled, and other documents which may require a change order for revising.
- GEI will complete the USACE Compliance Certification Form within 30 days of project completion and the City will submit to the USACE.
- The City will be responsible for coordinating with the regulatory agencies to provide updates or changes to construction that may impact permit timelines or restrictions for applications that the City has previously submitted.
- The City staff will continue to pursue the floodplain permit as previously started during the prior phase of the Project.
- The City staff or Contractor will secure road closure permits that may be necessary.
- Neither a building permit nor Stormwater Permit and subsequent Stormwater Management Plan will be required for the project.
- The Contractor will acquire aquatic herbicide application permits and permit for piscicide treatments.

Deliverables:

- Copies of drafted permit applications or amendments, attachments, and regulatory correspondence performed by GEI will be supplied to the City and WDNR Project Manager.
- USACE Compliance Certification Form

Task 4 - Bidding & Construction Administration

The City will utilize its competitive bid process to attain qualified construction contractor(s) for this phase of the project. GEI will provide construction oversight support to the City, including: attending regular progress meetings, reviewing data/reports submitted by contractor, issuing necessary interpretation and clarifications to the construction contract documents, evaluating and determining the acceptability of substitutions, on-site observation, and recommendation for payment approval.

GEI will meet with City staff to review the draft bid package and solicit comments prior to solicitation of construction bids. GEI, with the City, may hold one pre-bid meeting on site with potential bidders. Bidder questions will be answered by GEI, the City, and the WDNR Project Manager and formal addenda will be generated by GEI and the City, as necessary.

Assumptions:

- Since the work will be completed under a City construction contract, communication and documents will be routed through the City.
- GEI will lead the review of technical and project-related contractor submittals (product data sheets, SDSs, etc.) with assistance by the City as needed. The City will lead the review of any City-specific submittals.
- The City will provide bid document templates to be utilized.

Deliverables:

- Maintenance, preparation and review of contract documents.
- Documentation associated with submittal and change order reviews.

Task 5 – Construction Oversight

The City will be responsible for construction implementation through the construction contract with support from GEI as the owner's representative for construction oversight. The construction will include but is not limited to:

- the placement of approximately 40,000 cubic yards of appropriate fill material in an approximately 9.7 acre wetland area.
- placement of various wildlife habitat structures.
- native vegetation restoration throughout the 35-acre project boundary.

Prior to the start of construction activities, a preconstruction meeting between the City, WDNR, selected contractor(s), and GEI will be organized and led by the City and GEI to review such items as contact information, the work schedule and sequencing, erosion control plan, traffic control plan, and other submittals required from the contractor(s) by the time of the preconstruction meeting.

During construction, GEI will provide oversight of construction activities to document that work is performed in accordance with the approved Site Plans as well as the current version of the City's Standard Specifications and Construction Standards for Public Works Construction. GEI will perform construction inspections as well as the construction administration tasks as outlined under Task 4 above. Construction inspections will be recorded in inspector daily reports (IDRs) and include information such as inspector name, date, weather conditions, crew, materials and equipment utilized, progression of work, safety observations, and photo documentation. GEI will provide construction management services, such as providing coordination between project contractors and project team conducting regular contractor progress meetings, coordinating project construction and maintenance schedules, inspecting and approving plant materials and products supplied by contractors, and advising contractors on field design adjustments and restoration efforts. The construction oversight efforts are to include the construction related activities and not the restoration related activities. Construction related activities include erosion control installation, placement of fill, installation of the sign/monument, culvert installation, creation of the parking areas, and plantings. Restoration activities include wild rice

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

monitoring, invasive and woody species management and control, reseeding, floating wrack platform installation and removals, and habitat structures installed after the construction activities are completed that are also beyond the 54 days of construction oversight GEI will be present for.

Weekly construction meetings will be held onsite by GEI with the Contractor over a period of ten weeks. The meetings may include items such as tasks to be completed, methods, and review of safety protocols. GEI will provide agendas and meeting notes to the City and Contractor.

Assumptions:

- The City will provide to GEI preferred inspections and reporting templates and final versions will be agreed to by both GEI and the City.
- The Contractor will be responsible for as-built construction documentation.
- The contractor will be responsible for performing repairs to erosion control that may be observed during inspections.
- Construction will occur over a period of 54 days as outlined in the Final Design Report generated during the first phase of the Project. GEI will provide onsite support and IDR's during those days. Restoration activities may continue beyond those 54 days and full-time support from GEI will not be needed during those activities. The City may need to provide oversight staff if construction extends beyond the 54 days.

Deliverables

- Review of contract documents,
- Inspector daily reports (IDRs),
- Ten weekly construction meeting agendas and notes,
- Documentation associated with submittal and change order reviews,
- Final inspection documentation

Task 6 - Post-Construction and Restoration Maintenance and Monitoring

The City will be responsible for the implementation of post-construction and restoration maintenance and monitoring for a period of up to three years. Services that the City will lead with a Contractor include but is not limited to: invasive species management throughout the 35-acre project boundary and potential adjacent buffer areas (as approved by adjacent landowners), monitoring native species establishment and replacing as needed, and monitoring priority fish and wildlife response in collaboration with WDNR and other relevant partners on the PIT.

GEI will draft a final short and long-term Maintenance plan to guide restoration and management after restoration implementation. The plan will outline efficient monitoring methods to determine if projects are trending toward or meeting the performance standards. The plan will include qualitative and quantitative measures to measure project outcomes and methods for informing the Contractor of post-construction modifications required, such as replanting, herbicide treatment changes, or repairs needed to roads.

We will perform an initial post-construction field inspection to determine if the design has been implemented to a satisfactory level according to requirements established within the Site Plan. Photographs will be taken during the assessment for documentation and reporting purposes. Documentation for the assessment will consist of a summary report which includes qualitative

assessments of the fill, planted and seeded areas and recommended remedial actions. Annual monitoring for three years post-construction will be completed under the Contractor's contract.

Assumptions:

- GEI's post-construction monitoring will be limited to documentation of completion of construction.
- The final post-construction field inspection will occur during the growing season to assess plantings which may be a full season after construction is completed.

Deliverables:

- An updated short and long-term Monitoring and Maintenance Plan, building on previously developed deliverables from the design phase that includes tasks and their associated timing, estimated cost for completion, and agreed upon roles for completion.
- An initial post-construction field inspection summary.

Task 7 - Collaboration with PMT, PIT, and other Stakeholders

At the start of this project phase, GEI key staff members will attend a kickoff meeting with the City and WDNR. The project scope, budget, deliverables, and contract procedural requirements will be reviewed. GEI assumes the kick-off meeting will take place in February 2025 and will be held in person for the GEI Project Manager, the City, and WDNR with a virtual option for GEI key staff.

Monthly meetings will occur between the Project Management Team (PMT), which includes DNR, City, and GEI and will use collaborative decision-making. The PMT will function within the framework of funding regulations, state statutes, and local ordinances. It is recognized by all parties within the PMT that project outputs must meet Lower Green Bay & Fox River AOC goals and criteria within the scope of the AOC program, and it is DNR's responsibility to ensure satisfaction of these goals and criteria. Additional previously identified goals that contribute to other community and programmatic goals (e.g., improved site access for maintenance and recreation) are also recognized by all parties within the PMT and will be met to the greatest practicable extent.

A Project Implementation Team (PIT) made up of representatives from DNR, City, GEI and other relevant partners will be organized and facilitated by DNR for coordination and continuous communication between parties and to continue discussing long-term maintenance options post-grant closeout. Additional partners invited to participate in the PIT will include, but are not limited to, Brown County, US Venture, LMES Properties LLC, GLC Minerals, Audubon Great Lakes, UW-Green Bay, Ducks Unlimited, Bay Area Bird Club and various interested recreational group representatives.

The City will collaborate with the WDNR via the assigned WDNR Project Manager and other appropriate staff throughout the project. Throughout the period in this scope of work, the City will participate in and lead appropriate PMT, PIT, and Public Information Meetings (PIMs), and notices. The WDNR Project Manager, Brown County Extension Communications Specialist and GEI will support coordination and material development for outreach and/or meetings.

Assumptions:

- A kickoff meeting will be held in February or March 2025 and attended by GEI, the City, and WDNR.

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

- The PMT and PIT meetings will be scheduled by the City or WDNR and will include a virtual option.
- Monthly PMT meetings beginning in February 2025 through December 2026 will occur and will be attended by GEI.
- Meetings minutes will be prepared and submitted to the City by GEI.
- During the maintenance and monitoring period, GEI will attend a meeting during the first year of post-construction monitoring by the Contractor to detail monitoring requirements.
- Two, 2-hour PIT meetings are anticipated to occur. One of the PIT meetings will serve as the PIM, if required prior to construction.

Deliverables:

- Public meeting/stakeholder meeting minutes will be provided by GEI after attended meetings.
- GEI will produce a 1-2 page project flyer for the PIM.

Task 8 - Reporting

City will be responsible for the preparation and submission of quarterly reports and invoices and a final project report. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed. GEI will provide monthly invoices to assist with project tracking and reporting requirements that the City has with WDNR. GEI will prepare and submit a monthly progress report as part of the invoice that will include the following information:

- money spent during the billing period,
- overall budget tracking,
- summary of activities conducted during the billing period,
- deliverable status and updates,
- planned activities,
- upcoming deliverables,
- and identification of issues encountered and how they were addressed or solutions to address them if not already addressed.

Deliverables:

- Monthly invoices accompanied by the monthly progress report.

PROPOSED TIMELINE

Services are proposed to be implemented based on the schedule shown below. The schedule proposed meets the grant requirements and has been reviewed and agreed upon by the City, WDNR, and GEI. Fluctuations in completion dates may occur per task based on environmental and weather conditions, agency availability and timeliness of permit application reviews, feedback requested, and public hearing or input requirements identified. Alterations to dates will be permissible so long as project activities are completed in March 2029. Construction start dates do have the potential to change based on feedback from WDNR regarding nesting bird avoidance timeframes. Changes to the project schedule will be reviewed and agreed upon by City, WDNR and GEI. GEI will communicate potential or known impacts to the schedule to the City as they are identified.

Timetable: February 1, 2025 – March 31, 2029

Task	2025											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
City of GB Permit Resubmittal and Other Regulatory Compliance												
Approval by City of Green Bay Improvement Services and City Council Meetings												
Finalize Subaward Agreement												
QAPP Development and Approval												
Development of Construction Bid Package												
Administer Construction Bid Package												
Select Preferred Construction Contractor												
Award Construction Contract												
	2026											
Survey for T/E Species												
Construction Oversight												
Construction of Wetland Habitat												
Initial Restoration and Installation of Habitat Structures												
Annual Invasive Species and Habitat Structure Monitoring												
Wild Rice Monitoring												
	2027											
Annual Invasive Species and Habitat Structure Maintenance and Monitoring												

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Wild Rice Monitoring												
	2028											
Annual Invasive Species and Habitat Structure Maintenance and Monitoring												
Wild Rice Monitoring												
Post-Restoration Wetland Mapping												
	2029											
Final Report Preparation												
Subaward Project Closeout												

COSTS

Services performed by GEI will be delivered for a not to exceed amount of \$225,000. A summary of costs is shown in the table below. The cost estimate was developed using the assumptions listed in Section 2: Scope of Services section and the timeline provided by WDNR as shown in Section 3: Proposed Timeline.

Task	Cost
Task 1 - Engineering Services and Project Development	\$40,800
Task 2 - Quality Assurance Documentation	\$11,850
Task 3 - Permitting and Regulatory Requirements	\$7,200
Task 4 - Bidding & Construction Administration	\$15,700
Task 5 - Construction Oversight	\$94,850
Task 6 - Post-Construction and Restoration Maintenance and Monitoring	\$19,900
Task 7 - Collaboration with PMT, PIT, and other Stakeholders	\$16,750
Task 8 - Reporting	\$17,950
TOTAL	\$225,000

Services will be performed on a not to exceed basis. Additional fees will be addressed under an Amendment to the Agreement and approved by both parties prior to execution of work.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.15

To approve the request by Department of Public Works Parking Division to purchase a single axle one-ton cab and chassis off the light duty state contract from Ewald's Automotive in the amount of \$51,832, which includes warranty and delivery.

BACKGROUND

The City of Green Bay Parking System utilizes unit 175, a 2007 Ford F350 1-ton dump truck to haul snow from the rooftop of the parking ramps, hauling mulch and other misc. items year-round in the downtown area. Small pickup type dump trucks are needed to meet the height restrictions and limited space in the drive lanes of the parking ramps. Truck 175 has reached the end of its useful service life and the replacement has been approved in the 2025 budget.

RECOMMENDATION

To Approve Purchase

FISCAL IMPACT

2025 Budget \$51,832.

ATTACHMENTS

1. 2025 FORD F350 REGULAR CAB C&C 4WD 60 CA SRW
2. 1-ton Cab and Chassis Background



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Green Bay

Prepared For: Nathan Wachtendonk

920.492.3751

Nathan.Wachtendonk@greenbaywi.gov

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA





Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Quote Worksheet

	MSRP
Base Price	\$53,665.00
Dest Charge	\$1,995.00
Total Options	\$2,167.00
Subtotal	\$57,827.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,995.00)
Subtotal Discount	(\$5,995.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$51,832.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$51,832.00

Comments:

2025 Ford F350 Regular Cab 4wd C&C 60" CA SRW to your specs as detailed. Registration Fees are NOT included. Delivery can not be anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
	Electronic-Locking w/4.30 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	Driver Selectable Rear Locking Differential
	68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	190 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	4890# Maximum Payload
	GVWR: 10,900 lb Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as the road tire (STD)
	Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Exterior

Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and External Memory Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Interior	
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	SYNC 4 Communication & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Perimeter Alarm
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration

Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Safety-Exterior

Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Departure Warning
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Safety Canopy System Curtain 1st Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F3F	2025 Ford Super Duty F-350 SRW XL 4WD Reg Cab 145" WB 60" CA	\$53,665.00
COLORS		
CODE	DESCRIPTION	
M7	Carbonized Gray Metallic	
ENGINE		
CODE	DESCRIPTION	MSRP
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
630A	Order Code 630A	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
X4M	Electronic-Locking w/4.30 Axle Ratio (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
TCH	Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as the road tire (STD)	\$0.00
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
M7	Carbonized Gray Metallic	\$0.00

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SEAT TYPE		
CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	MSRP
41H	Engine Block Heater	\$190.00
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine, Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output	\$250.00
52B	Trailer Brake Controller	\$300.00
67A	350 Amp Dual Alternators -inc: 190 Amp + 160 Amp	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$210.00
ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$320.00
ADDITIONAL EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	MSRP
76C	Exterior Backup Alarm (Pre-Installed)	\$220.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
Delivey	Delivery from Hartford Ford to Green Bay	\$142.00
Keys	4 Keys total	\$120.00
Options Total		\$2,167.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.



Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA ( Complete)

Price Summary

PRICE SUMMARY		MSRP
	Base Price	\$53,665.00
	Total Options	\$2,167.00
	Vehicle Subtotal	\$55,832.00
	Destination Charge	\$1,995.00
	Grand Total	\$57,827.00

Requestion Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: January 22, 2025

Re: Single Axle 1-Ton Dump Truck Cab and Chassis



Background:

The City of Green Bay Parking System utilizes unit 175, a 2007 Ford F350 1-ton dump truck to haul snow from the rooftop of the parking ramps, hauling mulch and other misc. items year-round in the downtown area. Small pickup type dump trucks are needed to meet the height restrictions and limited space in the drive lanes of the parking ramps. Truck 175 has reached the end of its useful service life and the replacement has been approved in the 2025 budget.

Recommendation:

To purchase a single axle 1-ton cab and chassis off the light duty state contract from Ewald's Automotive for the price of **\$51,832** which includes warranty and delivery.

Item: Single Axle 1-Ton Dump Truck Cab and Chassis

Cost: \$51,832

Vendor: Ewald Automotive Group

Account# 431505-55140

Delivery: West Shop



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # J.16**

To receive and place on file the award of a Professional Services Contract for 2025 Bridge Inspection Services to Ayres Associates in the amount of \$36,594.

BACKGROUND

Ayres Associates will provide the certified team members to perform required Wisconsin Department of Transportation (WisDOT) Structures Inspection Program Bridge Inspections for 2025. The contract includes Routine Inspection of three (3) structures, a Movable Inspection of one (1) bascule bridge, Dive Inspections/UW Profiles of seven (7) structures and UW Profile/Scour Plan of Action for one (1) structure. The Dive Inspection of B-05-311 Ray Nitschke Memorial Bridge will also include a special inspection to evaluate the condition of the fender and dolphin piers. If necessary, post-flood inspection of B-05-154 E Mason Street over East River has been included in the contract.

RECOMMENDATION**FISCAL IMPACT**

Funds \$36,594 were included in the 2025 budget.

ATTACHMENTS

- I. Proposal - Ayres - Bridge Inspections 2025



Bridge and Structure Inspection Services 2025

City of Green Bay

January 21, 2025

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com



January 21, 2025

Kayla Wasielewski, Civil Engineer
City of Green Bay, Department of Public Works
Via email: kayla.wasielewski@greenbaywi.gov

Re: Request for Proposal for Bridge and Structure Inspection Services 2025

Dear Ms. Wasielewski:

The City of Green Bay knows the importance of high-quality bridge and structure inspection. Ayres has enjoyed completing your inspections the past four years and we look forward to continuing to build on the strength of our professional relationship.

Our structural engineering discipline started with founder Owen Ayres himself, and we've spent decades building and reinforcing our team's unparalleled breadth of knowledge and experience in structural design and inspection. We've continued Owen's legacy with an unyielding commitment to safety, quality, and attention to detail. No matter the project, our partners know they can rely on us to deliver results that endure; that represent the best and safest use of a structure; and that demonstrate the most intelligent use of time, resources, and budget. Our services include:

- Bridges, Buildings, Dams, Culverts, & Pedestrian Structures
- Routine, In-Depth, Underwater, Scour, & Movable Span Inspections
- Damage Assessment/Natural Disaster Emergency Response
- Dam & Gate Inspection
- Miscellaneous Structures – Walls, Poles, Signs, & Foundations
- Non-Redundant Steel Tension Members
- Bridge Load Rating & Analysis
- Feasibility Studies & Rehabilitation Design

Ayres is prepared to staff your project to complete the routine and movable inspections, and for the underwater inspections we will be teaming with Underwater Inspectors, LLC. All inspection teams will meet the requirements of the National Bridge Inspection Standards (Code of Federal Regulations Part 650 Subpart C) and WisDOT's Structure Inspection Manual. Ayres will be the project manager and the primary point of contact and will be on site during all underwater inspections.

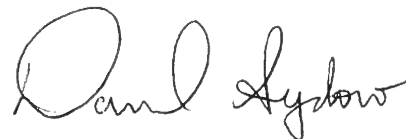
Thank you for considering our qualifications. We look forward to collaborating with you on your upcoming inspection projects. If you have any questions or need more information, please feel free to contact us.

Sincerely,

Ayres Associates Inc.



Cory L. Thomson, PE, CBI
Project Manager – Structural Inspection
920.327.7851 | ThomsonC@AyresAssociates.com



Daniel N. Sydow, PE
Manager – Structural Engineering
715.495.4373 | SydowD@AyresAssociates.com



Firm Information

With a team of 400 innovative problem-solvers nationwide, Ayres stands with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment. Our offices are in Wisconsin (Green Bay, Eau Claire (headquarters), Madison, River Falls, and Waukesha), Florida, Colorado, Minnesota, California, and Wyoming.

Clients notice our project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project. Side-by-side with our client partners, our project managers serve as the confident, communicative navigators at the helm of each project.

Our services include:

- Structural engineering/inspections
- Transportation/traffic engineering
- Construction observation and administration
- Surveying
- Environmental management
- Architecture
- Mechanical, electrical, plumbing
- Grant writing and planning
- Civil site design
- Water resource engineering
- Landscape architecture
- Aerial mapping
- Subsurface utility engineering

Consultant Information

Firm Legal Name:

Ayres Associates Inc.

Local Office:

700 Pilgrim Way, Suite 180
Green Bay, WI 54304

Website

www.AyresAssociates.com

Contact Person's Information

Cory Thomson, PE, CBI

O: 920.327.7851

C: 920.412.8755

ThomsonC@AyresAssociates.com

Year Established

1959

Type of Ownership

Employee-owned corporation



“They provide professional services and require minimal oversight. When issues arise, they offer simple and solid advice on how to address them. When asked to take on additional work, they step up to the plate and deliver.”

Richard King

Oregon Department of
Transportation Local Agency Bridge
Inspection Engineer

Project Understanding

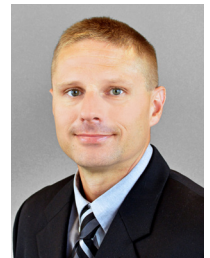
Project Description

This project includes the routine and underwater inspection of bridges that are due in 2025 within the City of Green Bay. The work **in 2025** will include routine inspections for three structures and a movable inspection of one bascule bridge. The project will also consist of dive inspections/UW profiles of seven structures, one UW profile/scour plan of action, and may involve a post-flood inspection of one structure if necessary. The dive inspection of B-5-311 Main Street (USH 141) over the Fox River will also include a special inspection for the condition of the fender and dolphin piers.

All the structures will be inspected to meet the latest criteria and requirements of the Federal Highway Administration (FHWA), the Wisconsin Department of Transportation (WisDOT), the National Highway Institute (NHI), the Bridge Inspectors Reference Manual (BIRM), and the National Bridge Inspection Standards (NBIS) (Code of Federal Regulations Part 650 Subpart C).

Staffing Plan

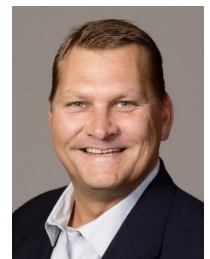
We are prepared to staff your project with an inspection team that meets NBIS and WisDOT requirements. Your project manager will be **Cory Thomson, PE, ITL**. Cory has 20 years of experience in structural inspection, design and construction, and project management. He will be assisted by other qualified inspection team leaders that have attended the required NHI courses and are approved by WisDOT and with staff that are familiar with structural inspection.



The movable inspection team leader will be **Rick Maslyn, ITL**. Rick brings over 35 years of experience in the inspection services completing routine and movable inspections throughout the country.



The dive supervisor, underwater inspection team leader, and lead diver will be **Eric Hogden, ACDE** (Underwater Inspectors, LLC). Eric has 31 years of experience in bridge substructure inspection, construction, and repairs.



The project will include field inspection of bridges as described above and associated reporting. The inspection team will mobilize to each bridge site with the necessary equipment needed for the required inspections. The reports for the required structures will be processed using WisDOT's HSIS.

Firm Qualifications

Ayres has inspected more than 18,000 bridges and performed more than 3,000 underwater inspections nationwide. We've been doing routine and underwater bridge inspections in Wisconsin since 1971. As a firm, we've completed bridge inspections for 90 county/city/village/town clients in Wisconsin. Ayres is also the Bridge Inspection program manager for the following counties: Brown, Door, Kewaunee, Calumet, Menominee, Racine, and Polk.

Ayres and Underwater Inspectors have been teaming together for the past four years and have successfully completed over 100 underwater bridge inspections in Wisconsin and Michigan. Our proven track record of conducting underwater inspections safely, efficiently, and successfully has earned a master underwater inspection contract with the Wisconsin Department of Transportation in 2024. Qualifications and resumes for the staff members we propose to complete the structure inspection of the bridges within the City of Green Bay can be found in our Project Team section, beginning on Page 7.



Our structural inspectors offer time-tested expertise and trustworthy assessment to be sure your structures remain durable and safe. Our inspectors are well-trained in the latest industry standards and continuing education and are fully capable of completing the inspections for the City of Green Bay.

Scope of Services

Ayres will provide the following scope of services:

- Notify the City of Green Bay of the bridge inspection schedule in the month before the month the inspections are due.
- The inspections will conform to and be in accordance with Wisconsin Statutes 84.17 and Trans 212 Standards for Inspections of Bridges in the State of Wisconsin. The inspections will also be in conformance with the National Bridge Inspection Standards (NBIS) and procedures set out in the Wisconsin Department of Transportation (WisDOT), State of Wisconsin Structure Inspection Manual.
- Mobilize to each bridge an inspection team that meets the WisDOT requirement and the NBIS to complete routine inspections of structures, including a movable inspection in 2025.
- Obtain necessary photos for each bridge to record the general inventory condition and deficiencies apparent at the time of inspection.
- Complete underwater profiles of the structures identified by City of Green Bay.
- Provide data entry in the Highway Structures Information System (HSIS) for the necessary inspections.
- Provide a special inspection for B-5-311 Main Street (USH 141) over the Fox River to include the condition of existing fender HP piles and dolphin sheet piles for corrosion and any section loss. Provide a document detailing the locations and quantities of any corrosion, section loss or damage to the fender HP piles and dolphin steel piles.
- Complete a post-flood inspection of B-05-0154 Mason Street over East River if necessary and directed by the City of Green Bay.
- Provide draft digital copies for the City of Green Bay to review to provide feedback and to identify any changes to maintenance that has been completed on the structures.
- Provide digital copies of the final inspection reports and photos to the City of Green Bay.



“The level of safety precaution that Ayres took in conducting this type of inspection made us feel very confident. You could see immediately that the inspectors knew what they were doing – that they had done this before. With that level of expertise and attention to detail, it was obvious we had teamed with the right people.”

David Jauregui

New Mexico State University's
department head of civil engineering

Similar Projects

Our team has a wide variety of bridge inspection experience for cities, towns, villages, and counties throughout Wisconsin which include routine, underwater, non-redundant steel tension member, and movable inspections. We invite you to contact the following references for a firsthand account of the quality of our inspection services and dedication to our clients.

City of Green Bay

Contact

Information:

Kayla Wasielewski,
Civil Engineer,
920.448.3100,
kayla.wasielewski@
greenbaywi.gov

Contracts
have included
inspections
in 2021, 2022,
2023, and 2024

for routine inspection of 33 bridges, movable and non-redundant steel tension member inspection for one bridge. Routine inspections included completing underwater profiles and scour plan of action.



2022 City of Green Bay Routine Inspection

City of Racine

Contact

Information:

John Rooney,
Commissioner
of Public Works,
262.636.9191,
John.Rooney@
cityofracine.org

Contracts
have included
inspections
every year from

2010 through 2024 for routine inspection of 24 bridges, movable and non-redundant steel tension member inspections for two bridges, and underwater inspection of four bridges.



2022 City of Racine Movable Inspection

City of Manitowoc

Contact Information: Greg Minikel, Engineering Division Manager, 920.686.6910, gminikel@manitowoc.org

Contracts have included inspections in 2007, 2013, 2014, 2016, 2018, 2020, and 2024 for routine, non-redundant steel tension member, and movable bridge inspections. The routine inspections involve 13 bridges.

City of Sheboygan

Contact Information: Kevin Jump, PE, City Engineer, 920.459.3440, Kevin.Jump@sheboyganwi.gov

Contracts have involved inspections in 2005, 2007, 2011, 2012, 2013, 2015, 2017, 2019, 2021, 2022, and 2023 and have included routine inspection, as well as underwater inspection of five bridges, non-redundant steel tension member inspections on the 8th Street Bridge over the Sheboygan River, and movable bridge inspections.

City of Milwaukee

Contact Information: Siba Rahman, Project Engineer, City of Milwaukee DPW, Bridge and Buildings, 414.286.0468, srahma@milwaukee.gov

Contract included underwater inspection of two bridges in 2024. Both bridges are on a two-year underwater inspection interval because they are scour critical.

Racine County

Contact Information: Chris Gallagher, PE, Racine County Engineering Manager, Department of Public Works and Development Services, 262.886.8440, Christopher.Gallagher@racinecounty.com

Contracts have involved inspections in 2008, 2010, 2012, 2014, 2015, 2016, 2017, 2018, 2020, 2021, 2022, 2023, and 2024 involving routine and underwater inspection of bridges, including initial inspections and trail structures. Ayres also provides inspection program manager services.

Calumet County

Contact Information: Chad Scheinoha, Highway Superintendent, 920.849.1434, chad.scheinoha@calumetcounty.org

Contracts have included inspections every year from 2012 through 2024, including routine inspection of 54 bridges, as well as underwater, initial, and damage inspections. Ayres provides inspection program manager services.

Kewaunee County

Contact Information: Marty Treml, Highway Commissioner, 920.388.3707, treml.marty@kewauneeco.org

Contracts have involved inspections in 1998 and every year from 2013 through 2024, including the routine inspection of 75 bridges as well as underwater inspection of 7 bridges. Ayres also provides inspection program manager services.

Door County

Contact Information: Thad Ash, Highway Commissioner, 920.746.2500, tash@co.door.wi.us

Contracts have involved inspections in 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2019, 2020, 2022, and 2024 involving routine inspection of nine bridges, as well as the initial underwater inspection of two bridges. Ayres also provides inspection program manager services.





“Every expectation was met or exceeded in a professional manner.

There were no problems of any kind, and every aspect of the relationship was smooth.”

Mark Alder

Project Manager,
Rodney P. Kinney Associates

Project Team

Many firms can do the work. What makes the difference is the people who you want to work with. Throughout the country, from busy cities to remote mountainous areas, our team members have managed or participated in numerous contracts requiring National Bridge Inspection Standards (NBIS) inspections on varying schedules. We're accustomed to travel and completing this work whether it's near or far.

Not only are we well-trained, but our key staff members also teach others throughout the country. They're involved in federal research projects and teach Federal Highway Administration-National Highway Institute (FHWA-NHI) bridge inspection courses such as 130055, the two-week Safety Inspection of In-Service Bridges; and 130078, Fracture Critical Inspection Techniques for Steel Bridges.

Resumes for the primary team members working on your project can be found on the pages that follow.





Cory Thomson, PE, ITL

Project Manager/Inspection Team Leader

Cory has more than two decades of experience, mostly with Ayres. He brings a wide range of experience in construction observation and design on freeway, rural roadway, and municipal street projects. As a construction project engineer, Cory provides full on-site construction observation services, including quality control testing, erosion control review, traffic control review, public involvement, and quantity measurement and documentation. Cory provides services in the design phase as well, including project management, roadway design, and urban street and utility design. Cory also provides structural inspection, including topside and underwater inspection of a variety of bridges as well as ancillary structure inspection as a qualified inspection team leader. He has completed bridge inspections for state and local government agencies and has prepared the associated reports.

Total Experience

22 Years

Registrations

Registered Professional Engineer, WI, MI, AZ, FL

Certifications/Training

Certified Bridge Inspector, WI, FL, MI

Stream Stability and Scour at Highway Bridges, FHWA, NHI, 2021

Inspection and Maintenance of Ancillary Highway Structures, FHWA, NHI, 2021

WisDOT Structure Inspection Refresher Training, 2019

Bridge Inspection Refresher Course, FHWA, NHI, 2018

Inspection of Fracture Critical Bridge Members, NHI, 2016

Underwater Bridge Inspection, NHI, 2014

WisDOT Bridge Inspection Update Training, 2014

Inspection Team Leader, WI, 2005

Safety Inspection of In-Service Bridges Certificate, FHWA, NHI, 2005

Education

BS, Civil Engineering, University of Wisconsin-Platteville

Select Experience

- City of Green Bay 2021-2024 Bridge Inspections
- City of Manitowoc 2020, 2024 Routine Bridge Inspections
- City of Manitowoc Movable Bridge Inspection 2016, 2024
- Town of Green Bay 2020, 2022, 2024 Bridge Inspections
- Winnebago County 2024 Underwater Bridge Inspections
- Marquette County, MI, 2024 Underwater Bridge Inspections
- Calumet County Bridge Inspections 2020-2024
- Town of New Denmark 2020, 2022, 2024 Bridge Inspections
- Town of Luxemburg Bridge Inspection 2020, 2022, 2024
- Racine County 2020-2022 Bridge Inspections
- Walworth County 2020 Routine Bridge Inspections
- Kewaunee County Bridge Inspection 2018-2024
- Menominee County Bridge Inspection 2020, 2022, 2024
- Door County 2020, 2022, 2024 Routine Bridge Inspections
- Winnebago County 2020 Bridge Inspection
- City of Racine Bridge Inspection 2018, 2022, 2024
- City of Watertown 6-Month Routine Bridge Inspection 2016
- City of Sheboygan 2015 Bridge Inspection
- Iron County, MI, 2020-2022 Routine Inspections
- Gogebic County, MI, 2020-2022 Routine Inspections
- Menominee County, MI, 2019-2020, 2022, 2024 Bridge Inspections
- Chippewa County, MI, 2020-2022, 2024 Bridge Inspections
- Michigan DOT Statewide Movable Bridges Underwater Inspection
- Chippewa County, MI, Caribou Lake Dam Inspection 2019



Rick Maslyn, ITL

Movable Inspection Team Leader

Rick brings 35 years of experience, having inspected many large, complex, and fracture critical bridges throughout the country. His recent experience includes inspections of many large bridges throughout Florida, including the signature cable-stayed Sunshine Skyway Bridge near St. Petersburg, several large bridges in Jacksonville, and high-level structures in remote, forested areas in Oregon using an under-bridge inspection vehicle. For these projects, Rick has led teams as small as two to as large as 16, the current size of Ayres' Structural Inspection Group. As supervisor of this group, Rick has managed large-scale inspection projects for many years, constantly refining the group's skills to do the work better and more efficiently.

Total Experience

39 Years

Certifications/Training

WisDOT Structure Inspection Refresher Training, 2019

Bridge Inspection Refresher Course, FHWA, NHI, 2018

Inspection Team Leader, WI, 2011

Inspection and Maintenance of Ancillary Highway Structures (NHI 130087), 2011

Underwater Bridge Inspection, FHWA, NHI, 2011

Certified Bridge Inspector, NICET, Level 4, NICET, 2010

Stream Stability and Scour at Highway Bridges Certification (NHI135047), 2009

National Highway Institute (NHI) Certified Instructor, 2008

FHWA NHI 130099A Bridge Inspection Nondestructive Evaluation Seminar, 1998

Movable Bridge Inspection Seminar, 1997

Inspection of Fracture Critical Bridge Members, NHI, 1993

Safety Inspection of In-Service Bridges Certificate, FHWA, NHI, 1992

Engineering Concepts for Bridge Inspectors, FHWA, NHI Certificate, 1992

Select Experience

- City of Green Bay 2021-2024 Bridge Inspections
- City of Racine 2020, 2022, 2024 Movable/Fracture Critical Bridge Inspections
- Underwater Inspection 2024, Jacksonville, FL
- St. John's River Power Park Conveyor Truss Bridge Inspection 2023, Jacksonville, FL
- FDOT District 7 Underwater Quality Assurance Inspections 2020, Various, FL
- Movable Bridge Inspection 2020, Various, FL
- City of Titusville, FL, Bridge Inspection 2020
- City of Racine Bridge Inspections 2020
- Seminole County, FL, 2020 Bridge Inspections
- Walworth County Bridge Inspections 2020
- Sunshine Skyway Corridor Inspections, 2018-2020
- City of Albany, OR, 2015 Bridge Inspections
- Kennedy Space Center Bridge Inspections 2013, Orsino, FL
- Kennedy Space Center Bridge Inspections 2011-2012, Orsino, FL
- City of Racine Bridge Inspection 2012 (Non-movables)
- Wisconsin DOT Statewide Underwater Bridge Inspection
- Winnebago CTH "K" Bridge Inspection 2012
- Village of Hartland Bridge Inspection 2012
- City of Racine State Street Bridge Inspection 2012
- City of Racine Main Street Bridge Inspection 2012
- Menominee County Bridge Load Ratings 2012
- Byllesby Dam Underwater Structural Inspections 2011, Dakota County
- Chippewa County, MI, Bridge Inspections 2011
- Menominee County, MI, Bridge Inspections 2011



UNDERWATER
INSPECTORS, LLC



Eric Hogden, ACDE, ITL

Dive Supervisor/Lead Diver/Inspection Team Leader

Eric has over 31 years of experience conducting underwater investigations in adverse and hazardous environments, including 28+ years of experience in bridge substructure inspection, construction, and repairs. He has been team leader/inspector diver on over 3,000 underwater bridge inspections involving over 8,000 substructure units. Overall, Eric has been responsible for management and successful completion of underwater projects, including diving support on some of the largest regional infrastructure projects. Eric owns and operates a small commercial diving business, meeting the needs of state departments of transportation in Michigan, Wisconsin, Minnesota, and Iowa, as well as hundreds of construction projects and inspections since 1995. He has extensive experience in the pre-design surveying and inspection, repair/rehabilitation recommendation and remediation, maintenance recommendation, construction inspection, post-construction follow-up and inspection processes.

Total Experience

31 Years

Registrations

Association of Commercial
Diving Educators (ACDE)
Certified Commercial Diver

Certifications

In-Service Bridge Inspection
Update Training, WisDOT, 2019,
2022

Underwater Bridge Repairs,
Rehabilitation and Scour
Countermeasures, NHI, 2013

Underwater Bridge
Repair, Rehabilitation and
Countermeasures, NHI, 2013

Underwater Bridge Inspection,
NHI, 2011

Bridge Inspection Refresher,
NHI, 2011

Safety Inspection of In-Service
Bridges, NHI, 1994

Education

AAS, Civil Engineering
Technician (Highway
Emphasis), Mid-State Technical
College, Wisconsin Rapids

Select Experience

- 2024 Calumet County, WI, UW Bridge Inspections
- 2024 Kewaunee County, WI, UW Bridge Inspections
- 2024 City of Milwaukee, WI, UW Bridge Inspections
- 2024 Winnebago County, WI, UW Bridge Inspections
- 2024 Marquette County, MI, UW Bridge Inspections.
- 2023 Chippewa County, MI, UW Bridge Inspections
- 2023 Ottawa County, MI, UW Bridge Inspections
- 2023 St. Joseph County, MI, UW Bridge Inspections
- 2023 Iosco County, MI, UW Bridge Inspections
- 2023 City of Mount Clemens, MI, UW Bridge Inspections
- 2022 Menominee County, MI, UW Bridge Inspections
- 2022 Adams County, WI UW Bridge Inspections
- 2022 Sheboygan County, WI UW Bridge Inspections
- 2022 Waukesha County, WI UW Bridge Inspections
- 2022 Chippewa County, WI UW Bridge Inspections
- 2022 Outagamie County, WI UW Bridge Inspections
- 2017 – 2022 WI/MI Border Bridge Underwater Inspections, Marinette County, WI
- MNDOT Eisenhower Bridge Cofferdam/Test Piling Inspection, Redwing, MN
- WisDOT South 1st Street over Kinnickinnic River, Milwaukee, WI
- WisDOT Statewide Bridge Construction Projects – Underwater Inspection



Kris Olson, PE, ITL, CBI

Inspector Team Leader, QA/QC

Kris has 25+ years of bridge design experience, including many years of leading teams that have completed successful projects for state and local transportation agencies. In addition to his bridge and culvert engineering and design experience, multiple counties have trusted Kris with managing and performing inspections of their bridges. He has experience on the consulting side and the public-sector side of projects.

Kris manages bridge replacement and rehabilitation projects, provides attentive client communication throughout projects, and mentors junior staff members on the technical and people aspects of the work we do for clients.

Total Experience

28 Years

Registrations

Registered Professional Engineer, WI

Certifications

Certified Bridge Inspector, WI

Education

BS, Civil Engineering, Valparaiso University, Valparaiso, IN

Select Experience

- Brown County 2022 Bridge Inspections
- Shawano County Routine Bridge Inspections 2022
- Polk County Bridge Inspections 2022
- Mukwonago Island Club Home Association Bridge Inspection
- Village of Hartland 2022 Bridge Inspections
- Calumet County Bridge Inspections 2022
- USH 41 over Little Suamico River Bridge Rehabilitation, Oconto County
- USH 51 Bridge Deck Overlay and Replacement , Iron County
- USH 2 Bridge Deck Overlay and Replacement, Iron County
- Polk CTH "K" over Wapogasset Branch
- Watertown Cady Street over Rock River Bridge Rehabilitation
- Town of Hustisford, Dodge County, St. Helena Road over Dead Creek
- Town of Lowell, Dodge County, Well Road over Shaw Creek
- Town of Washburn, Clark County, Cardinal Avenue over Rock Creek
- Dodge CTH "NP" over Butler Creek
- Town of Hubbard, Dodge County, Wildcat Road over Wildcat Creek



Total Experience

7 Years

Certifications/Training

Inspection Team Leader, WI, 2019

Fracture Critical Inspection Techniques for Steel Bridges, FHWA, NHI, 2021

Safety Inspection of In-Service Bridges Certificate, FHWA, NHI, 2020

PADI Open Water Scuba Diver, 2015

Education

BS, Civil Engineering, University of Wisconsin-Platteville

Memberships

American Society of Civil Engineers

Joseph Bluma, PE, ITL

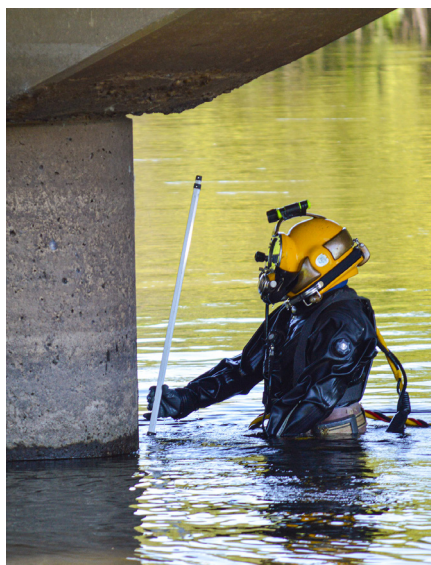
Inspection Team Leader/Load Rating Engineer

Joe joined Ayres' structural engineering staff in June 2017, bringing two summers of experience as a student engineer trainee intern with the Wisconsin Department of Transportation. He has experience in construction inspection and administration on structural design projects, including the Hale Interchange in Milwaukee County and the Pilgrim Road and Dousman/Golden Lake Bridges in Waukesha County.

Joe's responsibilities include assisting with the engineering and inspection of various types of highway, railroad, and pedestrian bridges and related structures, including long-span bridges, curved and highly skewed bridges, and sign and pedestrian bridges; bridge rehabilitation and structural repairs; foundations and retaining structures; manholes; dams; and other miscellaneous structures.

Select Experience

- City of Racine 2020, 2022, 2024 Movable/Fracture Critical and Routine Bridge Inspections
- City of Burlington 2020, 2022, 2024 Bridge Inspections
- City of Ironwood, MI, 2022, 2024 Bridge Inspections
- Iron County, MI, 2020, 2022, 2024 Inspections
- Gogebic County, MI, 2022, 2024 Bridge Inspections
- Polk County Bridge Inspections, 2022, 2024
- Racine County Bridge Inspections, 2022, 2024
- Village of Mukwonago Island Club Home Association Bridge Inspection, 2022, 2024
- Village of Hartland Bridge Inspections 2022
- Kewaunee County Routine Bridge Inspections 2020-2022
- Town of Casco Bridge Inspections 2020-2022
- Town of Franklin Bridge Inspections 2020-2022
- City of Algoma Bridge Inspection 2020, 2022
- Town of Red River Bridge Inspection, 2022-2023
- Town of Carlton Bridge Inspection 2020, 2022
- Town of Luxemburg Bridge Inspection 2020, 2022-2023
- Walworth County 2020 Routine Bridge Inspection
- City of Superior Barker's Island Bridge Inspection and Load Rating 2019
- Door County Routine Bridge Inspection 2018, 2022



“The project went extremely well. ... I just want to thank you again on the super work you did on the specs and prints. The project went smoothly due to accurate and well-planned documents that you ... provided.”

Steve Gering

Assistant Director of Facilities,
UW-Green Bay

Proposed Schedule

Our anticipated time schedule to complete the City's bridge and structure inspections is outlined below.

2025 Bridge and Structure Inspections

February

- Prepare field inspection reports for movable inspection of B-05-0311
- Prepare field equipment and inspection vehicle
- Hold inspection team meeting to review project scope and task

March

- Provide the City of Green Bay 48-hour notice of the movable bridge inspection of B-05-0311
- Complete movable inspection of B-05-0311 in March or April but no later than April 11, 2025
- Prepare field inspection reports for the underwater inspections
- Prepare field equipment, boat, and inspection vehicles
- Hold inspection team meeting to review project scope, underwater inspection procedures, and tasks
- Provide anticipated underwater inspection schedule to the City of Green Bay and continue coordination until inspections are completed

April

- Complete movable inspection draft report in HSIS
- Complete internal QC review of movable inspection draft report and address any comments
- Provide draft report of the movable inspection to the City of Green Bay to review and identify any changes to maintenance that has been completed on the structure
- Finalize movable report and provide digital copy of report and photos to City of Green Bay
- Complete underwater inspection and underwater profiles of the bridges directed by the City of Green Bay, and special inspection of the fender and dolphin system of B-05-0311

May

- Complete underwater inspection draft reports in HSIS
- Complete internal QC review of underwater inspection draft reports and address any comments



“Ayres is a bigger firm than some of the other consultants we work with, and they have a lot of depth in a number of disciplines. They have the expertise in foundations and hydraulics and hydrology, and they can really tap into some of those areas.”

Dave O'Donahue

U.S. Department of the Interior
Supervisory Civil Engineer

- Provide draft report of the underwater inspections to the City of Green Bay to review and identify any changes to maintenance that has been completed on the structure
- Finalize underwater inspection reports and special inspection document and provide digital copy of reports and photos to City of Green Bay

September

- Prepare field inspection reports
- Prepare field equipment and inspection vehicle
- Hold inspection team meeting to review project scope and task
- Coordinate with the City of Green Bay

October

- Complete routine inspections of the bridges directed by City of Green Bay

November

- Complete routine inspection draft reports in HSIS
- Complete internal QC review of the routine inspection draft reports and address any comments
- Provide draft reports of the routine inspections to the City of Green Bay to review and identify any changes to maintenance that has been completed on the structure

December

- Finalize routine reports and provide digital copy of report and photos to City of Green Bay

Additional

- Complete interim post-flood inspection of B-05-0154 as directed by the City of Green Bay

Proposed Fees

Hourly Rates

CLASSIFICATION	2025 HOURLY RATE
Engineer 4	\$154.60 - \$174.81
Engineer 3	\$137.20 - \$147.70
Engineer 2	\$110.20 - \$124.30
Engineer 1	\$93.20 - \$105.50
Structural Inspector 3	\$151.50 - \$194.70
Structural Inspector 2	\$94.56 - \$132.42
Structural Inspector 1	\$76.74 - \$86.16
Technician 5	\$110.43 - \$124.77
Technician 4	\$96.27 - \$110.43
Technician 3	\$88.61 - \$96.27
Technician 2	\$77.71 - \$88.61
Technician 1	\$62.85 - \$77.71
Manager	\$195.52 - \$218.30
Administrative Assistant	\$60.56 - \$96.70

For each classification, specific rates will depend on the level of experience required to meet project needs and goals.

This rate schedule covers normal and customary services only.



Consultant Contract Fee Breakdown

2025

Quantity	Inspection Type	Unit Price	Total Cost
1 LS	Movable Bridge Inspection	\$ 11,200.00 /LS	\$ 11,200.00
1 LS	Special Inspection B-5-311	\$ 3,300.00 /EA	\$ 3,300.00
7 EA	Underwater Dive Inspections	\$ 2,450.00 /EA	\$ 17,150.00
8 EA	UW-Profiles	\$ 254.00 /EA	\$ 2,032.00
1 EA	Scour Plan of Action	\$ 65.00 /EA	\$ 65.00
3 EA	Routine Bridge Inspections	\$ 449.00 /EA	\$ 1,347.00
2025 Inspection Total Cost			\$35,094.00

As Needed - Post Flood Inspection

Quantity	Inspection Type	Unit Price	Total Cost
1 EA	Post Flood Inspection B-5-154	\$1,500.00 /EA	\$ 1,500.00
Post Flood Inspection (Per Occurance)			\$1,500.00

Exceptions

The City of Green Bay's Standard Agreement for Professional Services is acceptable by Ayres for use in this project if the following changes are made. We believe we can come to an agreement on contract language as we have done for many past contracts with the City.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly ~~or indirectly~~ caused, occasioned, or contributed to in whole or in part ~~or claimed~~ to be caused, occasioned, ~~or contributed to in whole or in part~~; by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf ~~that are not related to professional services (it being expressly understood and agreed that Consultant's indemnification obligations for Consultant's professional services are solely covered in the following paragraph)~~, even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers ~~within the limits of Ayres' general commercial liability insurance~~. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable ~~unless liability results from the sole except to the extent that liability results from the~~ negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected

and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement ~~in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers~~, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

8. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities ~~arising from the negligence of the Consultant~~. Consultant shall coordinate with a private locating service for locating utilities on private property.



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.17

To amend and approve the request by Department of Public Works to award Contract SEWERS 4-24 BAIRD CREEK STORMWATER RESTORATION PROJECTS to the low responsive, responsible bidder replacing "to the low responsive, responsible bidder" with "at a staff level and report the award at the next Improvement & Services Committee meeting".

BACKGROUND

The project consists of restoration work in drainage areas off of Twin Pines Ct. (Part A) and off of Burgundy Ct. (Part B). These are ARPA funded projects under the category of Stormwater, Green Infrastructure and Climate Resilience. The projects will stabilize slopes within the drainage areas and help to prevent further erosion.

RECOMMENDATION

To allow Director of Public Works to award the contract Sewers 4-24 Stormwater Restoration Projects at Baird Creek.

FISCAL IMPACT

The projects are funded using ARPA funds.

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.18

To receive and place on file the actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Loera Concrete, LLC
- b. Bryan McEwen Concrete, LLC
- c. Dorner Equipment Sales & Service, LLC
- d. Bayside Concrete Construction
- e. Bayland Buildings, Inc.
- f. Kurowski Construction
- g. Carter Trucking & Excavating, Inc.
- h. IEI General Contractors, Inc.
- i. J&S Concrete Services, LLC

2. Tree & Brush Trimmer

- a. Consciously Fresh Tree Service, LLC
- b. A-I Tree Service, Inc.

3. Underground Sprinkler System

- a. ADC Maintenance, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # J.19

To approve the request by Department of Public Works to amend the award of professional services contracts for Native Vegetation Management at Stormwater Facilities to McMahon Associates, Inc.

BACKGROUND

The City of Green Bay Department of Public Works is responsible for the management and maintenance of stormwater management facilities throughout the City. The City relies on consultants for the maintenance of the native vegetation within the stormwater ponds, swales, etc. that are managed by the Stormwater Utility. On January 21, 2025, Council awarded a contract to McMahon Associates, Inc. to perform vegetation management services. This agenda item is for an amendment that would add an additional stormwater management pond to the agreement with McMahon for vegetation management services.

RECOMMENDATION

To approve a recommendation from the Department of Public Works to amend the professional engineering services contract for Native Vegetation Management at Stormwater Facilities with McMahon Associates, Inc. by \$1,750 so that the new total cost is \$51,235 for services in 2025.

FISCAL IMPACT

Total fiscal impact of this contract is \$51,235. The work is funded within the 2025 Stormwater Utility budget.

ATTACHMENTS

1. McMahon - Proposal
2. Woods at Baird Creek Pond (P049) - Agreement For Professional Services

PROPOSAL

DECEMBER 18,
2024

ENVIRONMENTAL DESIGN SERVICES

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES



**CITY OF
GREEN BAY**
BROWN COUNTY, WII



McMAHON. YOUR FULL-SERVICE DESIGN & CONSULTING FIRM

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McMAHON
ENGINEERS ARCHITECTS

December 18, 2024

City of Green Bay

Attn: Adam Meade Email: Adam.Meade@greenbaywi.gov

Valerie Joosten Email: Valerie.Joosten@greenbaywi.gov

100 N. Jefferson Street, Room 300

Green Bay, WI 54301

Re: Request for Proposal

City of Green Bay

McM. No. M0032-09-99-00012

Dear Adam and Valerie,

McMahon Associates, Inc. (McMahon) is pleased to submit the attached information in response to the Request for Proposal for the City of Green Bay.

I will serve as your primary contact with McMahon. I am an Associate of the firm with over 30 years of experience at McMahon. Below is my contact information:

Stuart A. Boerst, P.S.S., P.H.

McMahon Associates, Inc.

1445 McMahon Drive | PO Box 1025

Neenah, WI 54956 | 54957-1025

Email: sboerst@mcmgrp.com

Phone: 920.751.4200 | 920.808.3721 (cell)

We appreciate the opportunity to provide a Proposal for this project. We look forward to working with and committed to the City of Green Bay. If you have any questions after reviewing this Proposal, please contact me.

Respectfully,

McMahon Associates, Inc.



Stuart A. Boerst, P.S.S., P.H.

Associate / Senior Hydrogeologist / Ecologist

PROPOSAL

STATEMENT OF UNDERSTANDING

The City of Green is looking to have native prairie species, cool-season grasses, and emergent and submergent plants maintained within and around stormwater management facilities. The purpose is to control invasive species, maintain the planned vegetation, and ensure the long-term functionality of the stormwater facilities.



SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) proposes the following Scope of Services at the following stormwater management facilities:

GROUP 1

- P & G Mitigation Pond (P06)
- Huron & Sitka Pond (P07)
- Royal Woods Pond (P08)
- Barina Creek (P022)
- Juza-Shorewood Heights Pond (P023)
- Berger Street Pond (P034)
- Mossy Oak Pond (P038)
- Christa McAuliffe Pond (P042)
- Webster Avenue Swales (P046)
- Eaton Heights Pond (P019)

GROUP 2

- Baird Creek Preserve Northwest Pond (P09)
- Baird Creek Preserve Northeast Pond (P011)
- Excalibur Pond (P021)
- Basten Street Wetland (P033)
- Larscheid Pond (P035)
- Mills Street Pond (P039)
- Superior Road Pond (P041)

GROUP 3

- I-43 Northwest Pond (P02)
- I-43 Northeast Pond (P03)
- Stone Gardens Pond (P016)
- Brown County Farm (P018)
- Mahon Creek 1st Addition Pond (P020)
- Mahone Creek Estates Pond (P040)
- Seymour Park East (P048)

SCOPE OF SERVICES

McMahon proposes to maintain the vegetation at each facility as follows:

- Conduct inspections, both terrestrial and aquatic to assess the condition of stormwater facilities.
- Apply herbicide as needed to control invasive terrestrial and emergent plant species in compliance with ATPC 29.52(3) and the City's pesticide use policy.
- Submit copies of herbicide application reports, permits, and correspondence with property owners or others for the City's records.
- Prepare, submit and secure any permits required for the work (e.g. City obstruction permits, Wisconsin Department of Natural Resources aquatic permits).
- Remove woody vegetation from the pond and associated structures.
- Provide periodic inspection reports and updates to the City.
- Perform prescribed burns, as needed. Coordinate with the City and Fire Department, notify adjacent landowners, and secure necessary permits and fees.
- Repair areas within stormwater facilities to re-establish planned vegetation.
- Conduct mowing activities for vegetation management.
- Perform thinning of emergent plants as needed.
- Control shoreline woody vegetation.
- Submit an annual report by the end of each year documenting all work completed and proposed maintenance for the following year.

The contractor shall provide advance notice for any field work at the ponds. A minimum 24-hour notice shall be provided for herbicide application and 48-hour notice for planned prescribed burns.

Due to the NFL Draft, no field work will be performed from Monday, April 21, 2025 through Monday, April 28, 2025, unless authorized by the City.

GROUP 1

P & G MITIGATION POND/VOYAGER DRIVE SWALE (P06)

- Invasive species will be controlled with the appropriate herbicides within the Voyager Drive Swale focusing on phragmites, cattail and purple loosestrife but will also address other invasive species.
- Invasive species will be controlled with the appropriate herbicides within the management area of the P&G Mitigation Pond focusing primarily on phragmites but will treat other invasive species. Due to the large presence and densities of phragmites, introduction of native species will occur after effective eradication of phragmites in following years.



SCOPE OF SERVICES



- There is a good quality prairie approximately 1 acre in size on the east side of the pond and scattered prairie plants in other areas of the uplands areas that are not wooded. We recommend a prescribed burn be conducted in the future to revitalize the prairie habitat, which will promote further development and conversion to higher percentages of native herbaceous species.

HURON & SITKA POND (P07)

- Invasive species will be controlled with the appropriate herbicides focusing on but not limited to Canada thistle, crown vetch, sweet clovers, Queen Annes lace, reed canary grass, Kentucky bluegrass, common burdock and woody species.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

ROYAL WOODS POND (P08)

- Invasive species will be controlled with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, crown vetch, sweet clovers, Queen Annes lace, reed canary grass, Kentucky bluegrass, Japanese hedge parsley and common burdock.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

BARINA CREEK (P08)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, quack grass, common teasel, common burdock and phragmites.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Spot herbicide invasive woody vegetation consisting of willow, cottonwood and other aggressive woody species.

JUZA-SHOREWOOD HEIGHTS POND (P023)

- Invasive species will be controlled with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace and reed canary grass.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

SCOPE OF SERVICES

BERGER STREET POND (P034)

- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, common burdock, crown vetch and leafy spurge.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Monitor and treat Japanese knotweed if observed on the west slope.



MOSSY OAK POND (P038)

- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, butter and eggs, garlic mustard, nodding thistle, elecampane, and crown vetch.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Monitor eroded areas in order to determine if re-seeding is necessary.

CHRISTA MCAULIFFE POND (P042)

- Invasive species will be controlled in the uplands and wetland with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, bird's foot trefoil, common burdock, phragmites and cattail.

WEBSTER AVE. SWALES (P046)

- Invasive species will be controlled in the upslope areas of the swales to control broadleaf invasive species.
- Invasive species will be controlled in the swales with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, reed canary grass and phragmites.

SCOPE OF SERVICES

EATON HEIGHTS POND (P019)

- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, common burdock, crown vetch and phragmites.
- Reseeding in bare areas following the prescribed prairie burn.



GROUP 2

BAIRD CREEK PRESERVE NORTHWEST POND (P09)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, common teasel.
- Herbicide the cattails in the safety shelf. We would like to note that the existing cattail footprint has been stable for many years and is not expanding. The cattails, though non-native, provide erosion control until the leak is repaired in the pond. Since the cattails are stable and not expanding and provide erosion control in the meantime, we recommend waiting until the pond leak is repaired to eradicate the cattails and plant native aquatic plants. However, if the City still would like to eradicate the cattails prior to repairing the pond leak, we can complete this task.



BAIRD CREEK PRESERVE NORTHEAST POND (P011)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass and phragmites.
- General observation if invasive species become present in the safety shelf, which are currently absent.

SCOPE OF SERVICES

EXCALIBUR POND (P021)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass and phragmites.
- General observation if invasive species become present in the safety shelf, which are currently absent.

BASTEN STREET WETLAND (P033)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the wetlands including phragmites, cattails and woody vegetation.

LARSCHEID POND (P035)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- General observation if invasive species become present in the safety shelf, which are currently absent.

MILLS STREET POND (P039)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, leafy spurge, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the wetlands including phragmites.

SUPERIOR ROAD POND (P041)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails, reed canary grass and woody vegetation.

SCOPE OF SERVICES

GROUP 3

I-43 NORTHWEST POND (P02)

The management area has a substantial amount of trees and brush. It is our understanding the City's Forestry Department will be removing the trees and leaving the small trees and brush. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles and cool season grasses. The objective is restoring the management area into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended.

- Forestry mulch small trees and brush not removed by the City.
- Herbicide tree stumps from trees removed by the City's Forestry Department to prevent regrowth.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Invasive species will be controlled in the safety shelf wetlands for phragmites.
- Spot herbicide any tree or woody vegetation regrowth.

I-43 NORTHEAST POND (P03)

The management area has a substantial amount of trees and brush. It is our understanding the City's Forestry Department will be removing the trees and leaving the small trees and brush. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles and cool season grasses. The objective is restoring the management area into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended.

- Forestry mulch small trees and brush not removed by the City.
- Herbicide tree stumps from trees removed by the City's Forestry Department to prevent regrowth.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Invasive species will be controlled in the safety shelf wetlands for phragmites.
- Spot herbicide any tree or woody vegetation regrowth.



SCOPE OF SERVICES

STONE GARDEN POND (P016)

The herbaceous layer on the west pond is substantially dominated by invasive species including thistles, spotted knapweed, Queen anne's lace and cool season grasses. The objective is restoring the side slopes of the western pond into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. Phragmites and cattails will be controlled. Native aquatic plants would be added in 2026, if desired by the City.

- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

BROWN COUNTY FARM (P018)

The management area has an existing prairie in the upland area that requires a prescribed burn. The shoreline area is dominated by phragmites and cattails. The phragmites and cattails should be eradicated in 2025 with restoration of native aquatic plants in 2026. It is our understanding the City's Forestry Department will be removing the brush and small trees.

- Spot herbicide any tree or woody vegetation regrowth from removal of woody vegetation by the City.
- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.



SCOPE OF SERVICES

MAHON CREEK 1ST ADDITION POND (P020)

The upland side slopes of the pond has substantial amounts of brush, primarily sumac growing on the site slopes. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles, and cool season grasses. The pond has substantial amounts of invasives species consisting of phragmites, cattails and reed canary grass and unwanted small ash trees. The objective is to restore the uplands into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. The wetland areas would be restored into native vegetation once the invasive species are removed from the property, likely in 2026.

- Cut, remove and spot herbicide brush and small trees from the property.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

MAHON CREEK ESTATES POND (P040)

The upland side slopes of the pond has substantial amounts of brush, primarily sumac growing on the site slopes. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles, and cool season grasses. The two ponds have substantial amounts of invasives species consisting of phragmites, cattails and reed canary grass. The south pond has some native pickerelweed and substantial amounts of native water lilies. Some of the water lilies plants can be used in the future for transplanting to allow for expansion into the northern pond. The objective is to restore the uplands into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. The wetland areas would be restored into native vegetation once the invasive species are removed from the property.

- Cut, remove and spot herbicide brush and small trees from the property.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

SEYMOUR PARK EAST (P048)

- Invasive species will be controlled in the uplands and dry pond with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.

ADDENDUM ACKNOWLEDGEMENT

McMahon acknowledges receipt of the following Addendums:

- Request for Proposal Addendum No. 1
- Request for Proposal Addendum No. 2
- Request for Proposal Addendum No. 3

PROJECT TEAM

The Project Team members and functions are described below.



STUART BOERST, P.S.S., P.H.
SENIOR ECOLOGIST

Stuart Boerst has over 33 years of experience. Mr. Boerst will be the Project Manager overseeing all functions of delivering the Scope of Services and communications with the City. Also, Mr. Boerst will be completing all stormwater facility inspections of native vegetation, adaptive native vegetation management and annual reporting/proposals.



KYLE ZIOLEK
ENVIRONMENTAL SCIENTIST

Kyle Ziolek has 5 years of experience. Mr. Ziolek will be completing invasive species and brush control activities including, but not limited to, spot herbiciding and mowing. Also, Mr. Ziolek will be obtaining all the required permits for field activities.

SUMMER INTERNS

McMahon retains summer interns that would assist with invasive species control including spot mowing and brush cutting activities but not applications of herbicide.

FOX VALLEY TECHNICAL COLLEGE (FVTC) WILDLANDS FIRE PROGRAM

FVTC will complete all prescribed prairie burns. Notifications will be made with at least 48 hours in advance to the City and adjacent property owners. Jon Kellermann is the Director of the FVTC Wildlands Fire Program and will be the burn boss at the project stormwater facilities. McMahon has worked with FVTC over 15 years in providing professional prescribed prairie burns.

PROJECT TEAM

APPLE VALLEY LANDSCAPING, LLC

Apple Valley Landscaping will be subcontracted to forestry mulch the small trees and brush remaining at the I-43 Northwest Pond (P02) and I-43 Northeast Pond (P03) after the City's Forestry Department removes the large trees. Apple Valley Landscaping has over 30 years of experience in prairie site preparation herbiciding, prairie seeding, mulch, erosion control blanket installation, brush and tree removal, forestry mulch and grading. Apple Valley Landscaping has worked extensively with the Brown County Conservation Department on numerous conservation projects and recently supplied high quality topsoil for a prairie that McMahon designed for a site owned by NEW Water (Green Bay Metropolitan Sewerage District) for a future pollinator prairie.

TIMELINE

The proposed Project Schedule is located at the end of this Proposal.

STATEMENT OF QUALIFICATIONS

McMahon's has over 30 years of experience in ecological and environmental consulting services including designing prairie, prairie oak savanna, wet prairie, sedge meadow, hardwood swamp, conifer swamp, upland hardwoods and other types of landscape ecosystem restorations. Services are full cycle from the beginning of a native vegetation restoration project to long-term management to restore a high-quality ecosystem with functioning ecosystem services including aesthetics. Long-term management usually involves prescribed prairie burns, spot herbiciding and spot mowing.

McMahon's currently manages prairies and wetlands at over 150 stormwater facilities, community parks and corporate campuses in Northeast Wisconsin. Furthermore, McMahon's has designed, restored and manages hundreds of acres of various native ecosystems for corporate clients and developers. McMahon's is also currently designing, monitoring and managing six large wetland mitigation bank properties, at various stages of development, totaling over 700 acres that include a wide suite of ecosystems. The landscape ecosystems include shallow marsh, deep marsh, wet prairie, sedge meadow, hardwood swamp, tamarack swamp, prairie, prairie oak savanna and upland hardwoods. The ecosystems are designed for high species diversity and coverage to allow for long-term resilience and sustainability.

PROJECT RELATED EXPERIENCE | REFERENCES

Below is a list of communities that we dedsigned and manage native vegetation consisting of prairie oak savannas, prairies, emergent and submergent aquaatc plants. The number of stormwater facilities are listed for each community and the contact person.

VILLAGE OF ALGOMA

Five Stormwater Facilities

Contact: Maggie Mahoney
Ph. 920.235.3789

VILLAGE OF ALLOUEZ

Eight Stormwater Facilities

Contact: Sean Gehin
Ph. 920.448.2802

VILLAGE OF ASHWAUBENON

Ten Stormwater Facilities

Contact: Steve Birr
Ph. 920.492.2308

TOWN OF BUCHANAN

Five Stormwater Facilities

Contact: Michael Brown
Ph. 920.257.5845

VILLAGE OF COMBINED LOCKS

Five Stormwater Facilities

Contact: Ryan Swich
Ph. 920.788.7740

VILLAGE OF EGG HARBOR

Fifteen Stormwater Facilities

Contact: Megan Sawyer
Ph. 920.868.3334

VILLAGE OF FOX CROSSING

Eight Stormwater Facilities

Contact: Joe Hoechst, DPW
Ph. 920.720.7110

TOWN OF GRAND CHUTE

Fourteen Stormwater Facilities

Contact: Jordan Jolma
Ph. 920.380.2925

VILLAGE OF HARRISON

Six Stormwater Facilities

Contact: Chad Pelishek
Ph. 920.989.1062

VILLAGE OF KIMBERLY

Eight Stormwater Facilities

Contact: Holly Femal
Ph. 920.788.7507

CITY OF KAUKAUNA

Six Stormwater Facilities

Contact: John Neumeier
Ph. 920.766.6305

VILAGE OF LITTLE CHUTE

Nine Stormwater Facilities

Contact: Kent Taylor
Ph. 920.423.3867

VILLAGE OF LAWRENCE

Thirteen Stormwater Facilities

Contact: Kurt Minton
Ph. 920.660.6695

CITY OF MANITOWOC

Five Stormwater Facilities

Contact: Matt Smits
Ph. 920.686.6907

PROJECT RELATED EXPERIENCE | REFERENCES

CITY OF NEENAH

Thirteen Stormwater Facilities

Contact: Heath Kummerow

Ph. 920.886.6245

TOWN OF NEENAH

Two Stormwater Facilities

Contact: Ellen Skerke

Ph. 920.725.0916

CITY OF TWO RIVERS

Six Stormwater Facilities

Contact: Matt Heckenlaible

Ph. 920.793.5540

COMPENSATION

McMahon proposes to provide the services outlined in the Scope of Services, on a time and expense basis. Personnel-hours per task and line-item cost estimates for services covered under this Proposal are provided below.

McMahon's 2025 Fee Schedule and 2025 Reimbursable Expenses Schedule are enclosed herein for reference.

GROUP 1

P & G MITIGATION POND | VOYAGER SWALE (P06)

■ Project Management 1.5 Hours @ \$200/Hr.....	\$300
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 16 Hours @ \$105/Hr.	\$1,680
■ Annual Inspection, Assessment Report & Proposal 2 Hours @ \$200/Hr.....	\$400
■ <u>Herbicide Expense</u>	<u>\$200</u>
TOTAL P & G MITIGATION POND VOYAGER SWALE (P06).....	\$2,980

HURON & SITKA POND (P07)

■ Project Management 0.5 Hours @ \$200/Hr.....	\$100
■ Site Inspections 1 Hour @ \$200/Hr.	\$200
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ <u>Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.</u>	<u>\$200</u>
TOTAL HURON & SITKA POND (P07).....	\$1,025

COMPENSATION

ROYAL WOODS POND (P08)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL ROYAL WOODS POND (P08)	\$1,330

BARINA CREEK (P022)

■ Project Management 2 Hours @ \$200/Hr.....	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$600
■ Herbicide Treatment of Invasive Species 20 Hours @ \$105/Hr.	\$2,100
■ Annual Inspection, Assessment Report & Proposal 2 Hours @ \$200/Hr.....	\$400
■ <u>Herbicide Expense</u>	<u>\$100</u>
TOTAL BARINA CREEK (P022)	\$3,600

JUZA-SHOREWOOD HEIGHTS POND (P023)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 3 Hour @ \$200/Hr.	\$200
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.</u>	<u>\$200</u>
TOTAL JUZA-SHOREWOOD HEIGHTS POND (P023)	\$1,230

BERGER STREET POND (P034)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.	\$200
■ <u>Prescribed Prairie Burn</u>	<u>\$1,300</u>
TOTAL BERGER STREET POND (P034)	\$2,425

MOSSY OAK POND (P038)

■ Project Management 2 Hours @ \$200/Hr.....	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 12 Hours @ \$105/Hr.	\$1,260
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL MOSSY OAK POND (P038).....	\$2,360

COMPENSATION

CHRISTA McAULIFFE POND (P042)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ <u>Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.</u>	<u>\$200</u>
TOTAL CHRISTA McAULIFFE POND (P042).....	\$1,125

WEBSTER AVENUE SWALES (P046)

■ Project Management 2 Hours @ \$200/Hr.....	\$400
■ Site Inspections 2 Hours @ \$200/Hr.....	\$400
■ Herbicide Treatment of Invasive Species 15 Hours @ \$105/Hr.	\$1,575
■ <u>Annual Inspection, Assessment Report & Proposal 2 Hours @ \$200/Hr.....</u>	<u>\$400</u>
TOTAL WEBSTER AVENUE SWALES (P046).....	\$2,775

EATON HEIGHTS POND (P019)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 2 Hours @ \$200/Hr.....	\$400
■ Herbicide Treatment of Invasive Species 7 Hours @ \$105/Hr.	\$735
■ Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.	\$200
■ <u>Prescribed Prairie Burn</u>	<u>\$1,300</u>
TOTAL EAGON HEIGHTS POND (P019)	\$2,835

GROUP 2

BAIRD CREEK PRESERVE NORTHWEST POND (P09)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BAIRD CREEK PRESERVE NORTHWEST POND (P09).....	\$1,230

BAIRD CREEK PRESERVE NORTHEAST POND (P011)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BAIRD CREEK PRESERVE NORTHEAST POND (P09).....	\$1,230

COMPENSATION

EXCALIBUR POND (P021)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 4 Hours @ \$105/Hr.	\$430
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL EXCALIBUR POND (P021)	\$1,020

BASTEN STREET WETLAND (P033)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 10 Hours @ \$105/Hr.	\$1,050
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BASTEN STREET WETLAND (P033)	\$1,650

LARSCHIED POND (P035)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL LARSCHIED POND (P035)	\$1,230

MILLS STREET POND (P039)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 8 Hours @ \$105/Hr.	\$840
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL MILLS STREET POND (P039).....	\$1,440

SUPERIOR ROAD POND (P041)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 14 Hours @ \$105/Hr.	\$1,470
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BAIRD CREEK PRESERVE NORTHWEST POND (P09).....	\$2,170

COMPENSATION

GROUP 3

I-43 NORTHWEST POND (P02)

■ Project Management 3 Hours @ \$200/Hr.	\$600
■ Site Inspections Hours @ \$200/Hr.	\$600
■ Herbicide Treatment of Invasive Species 40 Hours @ \$105/Hr.	\$4,200
■ Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.	\$300
■ <u>Forestry Mulch Brush.....</u>	<u>\$3,500*</u>
TOTAL I-43 NORTHWEST POND (P02).....	\$9,200

I-43 NORTHEAST POND (P02)

■ Project Management 3 Hours @ \$200/Hr.	\$600
■ Site Inspections 2 Hours @ \$200/Hr.	\$600
■ Herbicide Treatment of Invasive Species 40 Hours @ \$105/Hr.	\$4,200
■ Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.	\$300
■ <u>Forestry Mulch Brush.....</u>	<u>\$3,500*</u>
TOTAL I-43 NORTHEAST POND (P02)	\$9,200

*Forestry mulching brush and small trees will be subcontracted to Apple Valley Landscaping, De Pere, Wisconsin.

STONE GARDENS POND (P016)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 1 Hour @ \$200/Hr.	\$200
■ Herbicide Treatment of Invasive Species 22 Hours @ \$105/Hr.	\$2,310
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL STONE GARDEN POND (P016).....	\$3,210

BROWN COUNTY FARM (P018)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 24 Hours @ \$105/Hr.	\$2,520
■ Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.	\$300
■ <u>Prescribed Prairie Burn</u>	<u>\$1,300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$4,920

COMPENSATION

MAHON CREEK 1ST ADDITION POND (P020)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species / Brush Removal 50 Hours @ \$105/Hr. ...	\$5,250
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$6,350

MAHON CREEK ESTATES POND (P040)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species / Brush Removal 42 Hours @ \$105/Hr. ...	\$4,400
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$5,510

SEYMOUR PARK EAST (P048)

■ Project Management 1 Hours @ \$200/Hr.	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.	\$100
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$1,125

ACCEPTANCE

To indicate acceptance of this Proposal, please sign below and return a copy to our office.

CITY OF GREEN BAY

Brown County, Wisconsin

(Authorized Signature)

Date

Title

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin



Stuart A. Boerst, P.S.S., P.H.

Associate / Senior Hydrogeologist / Ecologist

December 18, 2024

Date

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES CITY OF GREEN BAY

[illegible]

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES

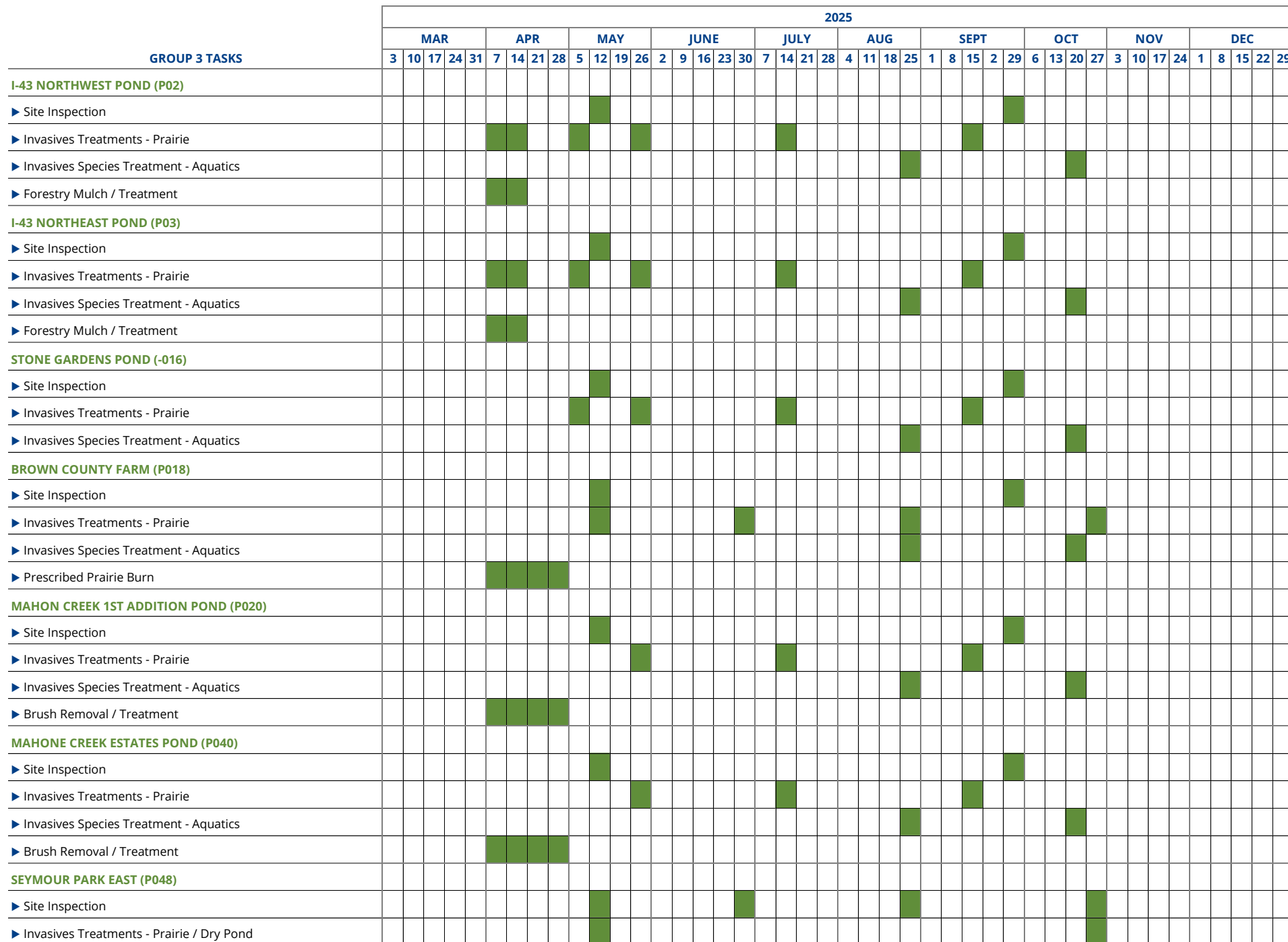
CITY OF GREEN BAY



GROUP 2 TASKS	2025																																														
	MAR					APR				MAY				JUNE				JULY				AUG				SEPT				OCT				NOV				DEC									
	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	2	29	6	13	20	27	3	10	17	24	1	8	15	22	29			
BAIRD CREEK PRESERVE NORTHWEST POND (P09)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
▶ Invasives Species Treatment - Aquatics																																															
BAIRD CREEK PRESERVE NORTHEAST POND (P0011)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
EXCALIBUR POND (P021)																																															
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BASTEN STREET WETLAND (P033)																																															
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▶ Invasives Species Treatment - Aquatics																																															
LARSCHIED POND (P035)																																															
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MILLS STREET POND (P039)																																															
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▶ Invasives Species Treatment - Aquatics																																															
SUPERIOR ROAD POND (P041)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
▶ Invasives Species Treatment - Aquatics																																															

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES

CITY OF GREEN BAY



AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF GREEN BAY
Attn: Adam Meade
100 North Jefferson Street
Green Bay, WI 54301

DATE: January 24, 2025
McM. No. M0032-09-99-00001.00

PROJECT DESCRIPTION

Manage the prairies at the Woods at Baird Creek Pond (P049) in the City of Green Bay, Brown County, Wisconsin for the year 2025.

SCOPE OF SERVICES

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Project Management.
- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails, reed canary grass and woody vegetation. Regular site inspections.
- Regular site inspections.
- Annual site inspection for the report and proposal.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The City of Green Bay agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION (Does not Include Permit or Approval Fees)

McMahon agrees to provide the Scope of Services described above for the following compensation:

THE WOODS AT BAIRD CREEK POND (P049)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 10 Hours @ \$105/Hr.....	\$1050
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ 200/Hr.....</u>	<u>\$300</u>
TOTAL BAIRD CREEK PERSERVE NORTHWEST POND (P09).....	\$1,750

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows:

- The services will be provided for the year 2025.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, WI 54301

McMAHON ASSOCIATES, INC.
1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025
920.751.4200 | MGMGRP.COM

Authorized Signature



Stuart A. Boerst, P.S.S., P.H.
Associate / Sr. Hydrogeologist / Ecologist

Date

January 24, 2025
Date

Attachments: General Terms and Conditions
 Fee Schedule
 Reimbursable Schedule

1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



FEE SCHEDULE | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$210.00
Senior Project Manager	\$190.00 - \$210.00
Project Manager	\$140.00 - \$180.00
Senior Engineer	\$190.00 - \$200.00
Engineer	\$110.00 - \$180.00
Senior Engineering Technician	\$140.00 - \$150.00
Engineering Technician	\$80.00 - \$130.00
Senior Architect	\$175.00 - \$195.00
Architect	\$150.00 - \$170.00
Senior Designer	\$125.00 - \$145.00
Designer	\$95.00 - \$115.00
Senior Land Surveyor	\$135.00 - \$180.00
Land Surveyor	\$125.00
Land Surveyor Technician	\$90.00 - \$110.00
Surveyor Apprentice	\$75.00
Erosion Control Technician	\$95.00
Senior Hydrogeologist	\$210.00
Senior Ecologist	\$200.00
Environmental Scientist	\$105.00 - \$120.00
Senior G.I.S. Analyst	\$180.00
G.I.S. Analyst	\$100.00 - \$120.00
Wetland Delineator	\$120.00
Senior Wetland Delineator	\$150.00
Municipal Planner	\$170.00
Senior Public Management Specialist	\$165.00
Public Management Specialist	\$135.00
Senior Public Safety Specialist	\$165.00
Public Safety Specialist	\$135.00
Building Inspector Specialist	\$135.00
Water / Wastewater Specialist	\$110.00 - \$140.00
Senior On-Site Project Representative	\$125.00
On-Site Project Representative	\$65.00 - \$110.00
K-12 Administrative Specialist	\$130.00
State Plan Reviewer	\$150.00
Certified Grant Specialist	\$150.00
Graphic Designer	\$115.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$50.00 - \$75.00
Professional Witness Services	\$380.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956
Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284
Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM



REIMBURSABLE EXPENSE SCHEDULE * | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

DESCRIPTION	RATE
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REIMBURSABLE EXPENSES:

Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00

REIMBURSABLE UNITS:

Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.81/Mile
Mileage - Truck/Van	\$1.11/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.50/Each
Survey Lath	\$1.00/Each
Survey Paint	\$7.15/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - ⅝"	\$3.50/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$2.50/Each
Pin Flags	\$0.30/Each

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591

Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

* This schedule is not all inclusive.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # K.I

To receive and place on file a request by Bay Family Restaurant at 1301 S. Military Ave. to temporarily extend their license premises to their parking lot April 21-27, 2025, previously held at the January 13, 2025, Protection & Policy Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. map_bay family restaurant
2. Bay Motel & Family Restaurant
3. Jan 13 P&P Meeting Notice
4. Ole Response



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # K.2

To deny a appeal by Merle Alexander regarding the denial of her Operator license, previously held at the October 21, 2024 Protection & Policy Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 20241004_150422 (I)
2. Screenshot_20241004_151455_Drive (I)
3. Screenshot_20241004_141126_Gmail (I)
4. Alexander discharge certificate (I)
5. Screenshot_20241004_140240_Gallery (I)
6. appeal_merle alexander
7. application
8. Alexander CCAP Background
9. Alexander CIB Background
10. presence requested
11. Alexander Notice to Attend-January 6
12. merle appeal



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # K.3

To deny an appeal by Sabryna Beaudoin regarding the denial of her operator's license, previously held at the December 9, 2024, Protection & Policy Committee Meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Appeal_Beaudoin
2. BEAUDOIN CCAP
3. BEAUDOIN CIB
4. appeal notice to attend
5. P&P Notice to Attend-E-mailed Jan. 6, 2025
6. beaudoin appeal



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # K.4

To approve an original application for a Class "B" Beer and "Class C" Wine license for La Chatta, LLC at 800 Cedar St. with a license premises description as "office and dining area, dessert area."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-01-08 Org Application
2. Business Security Plan-800 Cedar



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # K.5**

To refer to staff to bring back to committee on an update on March 10 regarding a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

1. Memo re sign permit Jan 2025 mtg
2. Flow Process Sign Permits
3. Sign Permit Application updated 5.16.23_
4. Johnson-Communication



Community & Economic Development Department
100 North Jefferson Street - Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3300
Fax 920.448.3426

MEMORANDUM

TO: Protection and Policy Committee

FROM: Cheryl Renier-Wigg
Community & Economic Development Director

RE: Request by Alder Johnson
"For consideration and possible action a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations."

DATE: January 23, 2025

The Dept. of Community and Economic Development staff issue sign permits. Approximately 60 permanent commercial sign permits were issued in 2024. Attached is the flow chart that lays out the process for this approval. In efforts to streamline this process, this year changes have been enacted that include assigning a point of contact, (Short Term Rental/Sign Permit Compliance Inspector), as well as the application can be submitted via the website and are channeled to one mailbox address. In the past, applications would be sent to multiple staff members.

Assuming applications are correct and filled out properly, it generally takes 1-2 weeks to issue a simple sign permit. Staff in DCED and DPW unfortunately receive many incomplete applications. This adds time to the process in the back and forth of trying to get all the needed information. If the sign permit is in a historical district and requires Landmarks Commission approvals, this process could take up to a month, depending on Commission scheduled meetings. If the sign will be placed over the Right of Way, applicants are required to work with the Dept. of Public Works to obtain a hold harmless agreement and a revocable occupancy permit. This process takes from 3-4 weeks. This permit needs Improvement and Services and Council approvals.

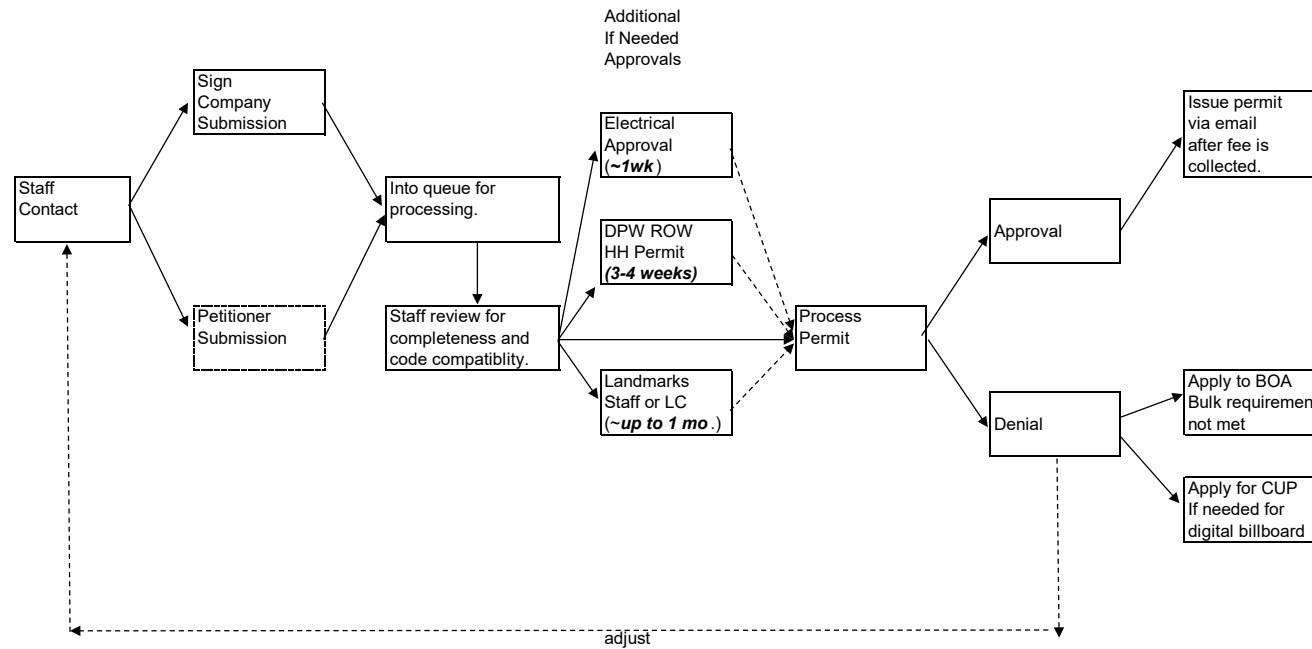
In order to save approval times for DPW staff, City Council could grant authority to DPW staff to issue these revocable occupancy permits and obtain signatures from the Mayor and the Clerk for recording at the Register of Deeds. Staff would save time not having to take it to I&S and Council.

We are always looking to streamline services. I'm hoping these changes and suggestion will help with that effort.

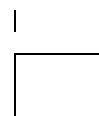
Enclosure: Sign Permit Application
Sign Permit Flow Chart

cc: Lacey Cochart
Deputy City Attorney

SIGN PERMIT PROCESS



One Point of Contact: (Jan 2025) Neighborhood Compliance Inspector.
 Backup Point of Contact: Planning Staff, Specifically Zoning Administrator





SIGN PERMIT APPLICATION

Department of Community
and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3300 - phone
(920) 448-3426 - fax
inspmail@greenbaywi.gov
www.greenbaywi.gov

General Information: Complete application and submit copy of plan and sign details with supporting documentation demonstrating compliance with Chapter 30, Regulation of Signs, Green Bay Municipal Ordinance, prior to commencing installation.

Project Address:	Parcel #:	Zoning:	Project #:
Applicant Applicant is: ☐ Property Owner ☐ Sign Contractor	Property Owner (Required if other than Applicant)		
Name	Name		
Company	Company		
Address	Address		
City, State, Zip	City, State, Zip		
Phone #	Fax #	Phone #	Fax #
Email	Email		

Site Plan: [30-5(1)] Provide a scaled site plan showing property lines, street(s), location of buildings, structures, drives, parking areas, and location of proposed sign and its supporting structure. Also, list all existing signs on the property below.

List and describe all existing signs on property (provide additional sheet if necessary)	Check if NON-CONFORMING ☐
1. _____	☐
2. _____	☐
3. _____	☐

Construction Specifications: [30-5(2)] Provide scaled drawings showing sign design, size, materials to be used, method of construction, lighting, and means of attachment to the building or the ground. Illuminated signs are required to have labels attached, one from a listed nationally recognized testing lab and separate label indicating the manufacturer's name, input amperes, and voltage. Both labels must be visible from the ground after installation and the sign must have an externally operable disconnect.

Sign Type: ☐ Awning ☐ Canopy ☐ Building ☐ Pole ☐ Monument ☐ Off-Premise Billboard ☐ Projecting ☐ Temporary - Display Period _____

Fixed Face: Width _____ X Height _____ Area _____ SF Illuminated ☐ Internally ☐ Externally, # of Faces _____

Reader Bd: Width _____ X Height _____ Area _____ SF Illuminated ☐ Internally ☐ Externally, # of Faces _____

Sign Construction _____ Estimated Sign Cost \$ _____

Sign Contractor	Electrical Contractor (Required if sign is illuminated)
Name	Name License # (8-403)
Company	Company
Address	Address
City, State, Zip	City, State, Zip
Phone #	Phone #
Fax #	Fax #
Email	Email

Applicant Signature _____

Date _____

1. If work herein authorized is suspended or abandoned for one year any time after commencing work, this permit shall become null and void.
2. All signs exceeding 150 sq. ft. in area per side shall be designed by, and within five days of installation, shall be certified by a professional engineer registered in the State of Wisconsin that such sign meets all state and local construction requirements.
3. Signs having an electrical permit require a final inspection by the electrical inspector.

Jaime Fuge

From: Brian Johnson
Sent: Thursday, January 16, 2025 6:57 PM
To: Craig Stevens; Lacey Cochart
Subject: FW: Online Form Submittal: Alders' Petitions and Communications

Alder Stevens and Attorney Cochart,

Please see below for a communication I submitted in May 2023. As I recall, this was referred to staff and has not returned to committee. I'd like to add this to the next P&P agenda for an update. Thanks.

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson
Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) Brian.Johnson@greenbaywi.gov
(p) 920.242.2206
(w) www.greenbaywi.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, May 18, 2023 10:43 AM
To: District Nine <District.9@greenbaywi.gov>
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Protection and Policy Committee
Text of Communication	For consideration and possible action a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # K.6

Informational Only: Green Bay Police Department Violation Report for liquor and massage establishments.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 24-25LiqVio 01.23.25
2. 24-25MassVio 01.23.25
3. Comm Police P&P 01.23.25

2024/2025 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Julio S. Govea-Cisernos 24-234142 2423414255701	Fiesta Latina 1911 University Ave	Violation of Stipulation/Agreement	Court Date: 7/25/24
Jason E. Charles 24-223494 2422349450301	The Getaway Bar 631 Bellevue St	Failure to Appear for Correction Meeting	Court Date: 7/31/24
Molly C Charles 24-257058 2425705855701	The Getaway Bar 631 Bellevue St	UAL-On LIC Premise>=17 YOA 1st Offense	Court Date: 1/15/25
Jason E Charles 24-257058 Warnings	The Getaway Bar 631 Bellevue St	Violation of Stipulation/Agreement Serving an Underage Person on Licensed Premises	N/A
Alexander W Engebose 24-257058 2425705855702	The Getaway Bar 631 Bellevue St	Serving an Underage Person on Licensed Premises	Court Date: 1/21/25
Alexander W Engebose 24-257035 2425703555701 2425703555702	The Getaway Bar 631 Bellevue St	After Hours Sale of Closed Container Bartending Without An Operators License	Court Date: 1/21/25
Bryana N Wilson 24-257035 2425703555703	The Getaway Bar 631 Bellevue St	Bartending Without an Operators License	Court Date: App Warrant

2024/2025 MASSAGE VIOLATIONS

Subject's Name	Spa Name And Address	Date/Type Violation	Status of Case
Yan (NMI) Zhang 24-246892 2424689247901	Gonh Spa 1306 Velp Ave	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Aihua (NMI) Chen 24-246892 2424689253401	Gonh Spa 1306 Velp Ave	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/11/2024
Fengxia C. Schrader 24-246879 2424687955801	Star Massage 1136 W Mason St	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Shixiang (NMI) Hu 24-246879 2424687955802	Star Massage 1136 W Mason St	09/05/2024 Violation of Massage Therapy/Bodywork Therapy Licensing	Court Date: 11/07/2024
Xi W. Fillion 24-256685 2425668543901	Star Massage 1136 W Mason St	10/24/2024 General Massage Parlor Violations	Court Date: 12/19/2024
Aijua (NMI) Chen 24-258825 2425882543901	Gonh Spa 1306 Velp Ave	11/04/2024 Violation of Massage Regulations	Court Date: 01/06/2025
Liping S. Yang 24-267494	Q&Q Massage 1315 W Mason St	12/26/2024	Property Referral – See details
Weiwen (NMI) Zhu 25-202530 2520253046401	Tulip Spa 989 W Mason St	01/16/2025 Violation of Massage Regulations	Court Date: 03/19/2025

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: January 23, 2025

From January 8, 2025 to January 23, 2025 there have been no liquor violations, no DA referrals, no warnings, one massage violation, and one property referral.

On 12/26/2024, officers responded to 1315 W Mason St, Q&Q Massage, and submitted a property referral. On 01/16/2025, officer responded to 989 W Mason St, Tulip Spa, and issued a citation for Violation of Massage Regulations after being open past regulation hours.

Sincerely,

**LT. STEVE MAHONEY & LT. SOLOMON AYRES
DISTRICT POLICING**

kc



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # K.7

Informational Only: Clerk's Office Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. I.22.2025 Clerk's Office Liquor Licensing Report



Clerk & Treasurer's Office
100 North Jefferson Street - Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

Licenses Granted by Council, not yet issued as of January 22, 2025

License Type	Company Name	Trade Name	Address	Approver
Class B Beer Class C Wine	GREEN BAY KOI, INC	KOI RAMEN	1593 W MASON ST	PAYMENT, INSPECTIONS. GRANTED AT COUNCIL MAY 21, 2024. Notice from Clerk's Office for extension request sent 8/14/2024, applicant submitted 8/19/2024 and request to be considered at the September 17 Council Meeting. Extension request requested until October 31, 2024. Extension granted until December 18, 2024.

Opening Delays? Council grants all liquor licenses with the intention a liquor license will be issued within 60 days. Please communicate, in writing, any opening-day delays to the Clerk's Office and provide the Council with the intention that de a new anticipated opening date. Please review our [Extension Request Fact Sheet](#) for instructions. Then, fill out the [Extension Request Form](#) to file an issuance extension with the Clerk's Office.

Summary of Licenses Granted and Issued for Class “B” Beer & “Class B” Liquor Licenses:

The City of Green Bay has a quota of 172 available “Class B” Liquor and Class “B” Beer licenses under state law.

The City of Green Bay currently does not have any available liquor licenses.

The City of Green Bay may only take the number of applications to the number of licenses available. Applications are considered to those who apply with a fully completed application and first in time.

The new application paperwork can be found at:

<https://greenbaywi.gov/264/Liquor-Sales---New-Establishments>

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 32 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 4 Class B Combination Liquor and Beer Reserve issued (The Legacy Green Bay, LLC at 1004 Brett Favre Pass, Vast Properties Group, LLC, at 401 N. Washington St., and Fiesta Latina Restaurant Bar, LLC at 1911 University Ave, The Spices of the Green Bay, LLC at 1860 University Ave).

A Reserve liquor license in the City of Green Bay costs \$10,000 (one-time non-refundable issuance fee) plus the license fee prorated. The license shall not be transferred or surrendered.

Roberto	Alcala-Nieves
Victoria	Belisle
Grace	Day
Lauren	Dovorany
Dominic	Frechette
Sloan	Gerard
Melody	Gestrich
Sasha	Gonzalez
Ryan	Harnowski
Oriana	Hunter
Jesse	Janssen
Michelle	Janssen
Abigail	Katsma
Breyana	Krause
Lydia	Lanzel
Megan	Milan
Mariah	Morris
Monica	Parma
Shane	Peters
Megan	Rotter
Brittany	Sack
Justin D	Savage
Bobbie	Schaefer
Svetlana	Shinkarenko
Anayeli	Swade
Nawaraj	Upadhyaya
Dylon	Williams
Amanda	Worley
Brock	Zeigle



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # M.I

To approve the amended motion for resolutions authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$33,005,000 General Obligation Promissory Notes, Series 2025A, and the Sale of Not to Exceed \$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B, and All Related Details. Motion Passed.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. PreSale Report - Green Bay - 2025A Notes 01.24.25
2. PreSale Report - Green Bay - 2025B Notes 01.24.25
3. Green Bay 2025A G.O. Promissory Notes - Parameters Resolution
4. Green Bay 2025B Taxable G.O. Promissory Notes - Parameters Resolution

January 28, 2025

PRE-SALE REPORT FOR

City of Green Bay, Wisconsin

**\$33,005,000 General Obligation Promissory Notes,
Series 2025A**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Harry Allen, Municipal Advisor
Todd Taves, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$33,005,000 General Obligation Promissory Notes, Series 2025A (the “Notes”).

Purposes:

The proposed issue includes financing for the 2025 capital improvement plan which generally includes (i) fire department equipment and facilities, (ii) parks equipment and facilities, (iii) police equipment and facilities, (iv) department of public works equipment and facilities, (v) street and sidewalk improvements, (vi) city hall improvements, (vii) parking improvements, (viii) Tax Incremental District No. 22 projects, and (ix) Tax Incremental District No. 28 projects. Debt service will be paid from ad valorem property taxes with the expectation that parking, Tax Incremental District No. 22, and Tax Incremental District No. 28 revenues will be used to abate allocable portions of the overall debt service.

In prior years, the City issued debt under the G.O. Bond statute which required multiple initial resolutions. The City is taking advantage of a legislative change that increased the repayment term of G.O. Notes to 20 years with this year’s borrowing. Subsequently, only one parameters resolution will be acted on for the total Notes amount of \$33,005,000.

Authority:

The Notes are being issued pursuant to Wisconsin Statute 67.12(12). The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, and the Series 2025B Taxable General Obligation Promissory Notes (the “2025B Notes”) to be issued concurrently, the City’s total General Obligation debt principal outstanding will be approximately \$215,601,000, which is 40% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$326,099,495.

Term/Call Feature:

The Notes are being issued for a term of 20 years. Principal on the Notes will be due on April 1 in the years 2026 through 2045. Interest will be due every six months beginning April 1, 2026.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2035 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa3”. The City will request a new rating for the Notes. If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify

appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on February 4, 2025, which delegates authority to the Finance Director/Comptroller or the Assistant Finance Director/Treasurer to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$33,005,000
- * Maximum Bid of 108%
- * Minimum Bid of 98.75%
- * Maximum True Interest Cost (TIC) of 4.75%
- * Maturity Schedule Adjustments not to exceed \$450,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City’s specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

G.O. with Planned Abatement: The issuer is abating a portion of G.O. debt service payments for the issue with parking system, Tax Incremental District No. 22, and Tax Incremental District No. 28 revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP

Paying Agent: Associated Trust Company, N.A.

Rating Agency: Moody’s Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	February 4, 2025
Due Diligence Call to Review Official Statement:	Week of February 24, 2025
Conference with Rating Agency:	Week of February 24, 2025
Distribute Official Statement:	Week of March 3, 2025
Designated Officials Award Sale of the Notes:	March 12, 2025
Estimated Closing Date:	April 2, 2025

Attachments

Existing G.O. Debt Base Case
Estimated Sources and Uses of Funds
Estimated Debt Service Schedule by Purpose
Financing Plan Tax Impact
General Obligation Debt Capacity Analysis
Bond Buyer Index - 10-year

EHLERS' CONTACTS

Harry Allen, Municipal Advisor	(262) 796-6182
Todd Taves, Senior Municipal Advisor	(262) 796-6173
Na Lee Lee, Senior Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Existing G.O. Debt Base Case

City of Green Bay, WI

Year Ending	Existing Debt																	Year Ending
	Total G.O. Debt Payments	G.O. Debt Expense	Less: Bay Beach	Less: Sanitary Sewer	Less: Stormwater	Less: TID	Less: Parking	Less: Rivers Edge	Less: Bond Premium	Less: Bellevue Intergovernmental	Less: Interest Revenue ¹	Less: Applied Surplus ²	Less: Other Sources	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$150,000 Home	
2025	25,026,612	35,000	(412,847)	(1,725,266)	(1,769,789)	(5,031,767)	(234,379)	(261,000)	(1,978,118)	(8,500)	(800,000)	(1,486,557)	(559,534)	10,793,855	10,062,551,400	\$1.07	\$160.90	2025
2026	23,889,792	35,000	(424,207)	(1,382,469)	(2,097,853)	(4,823,564)	(284,058)	(261,000)	(291,670)	0	(500,000)	(1,000,000)		12,859,971	10,426,349,552	\$1.23	\$185.01	2026
2027	21,522,059	35,000	(380,665)	(1,206,413)	(2,091,043)	(3,880,799)	(286,956)	(261,000)	0		(500,000)	(1,000,000)		11,950,182	10,762,628,721	\$1.11	\$166.55	2027
2028	19,803,544	35,000	(378,368)	(1,161,714)	(2,096,310)	(3,626,288)	(284,831)	(261,000)			(500,000)	(1,000,000)		10,530,033	11,199,373,941	\$0.94	\$141.04	2028
2029	17,642,269	35,000	(372,887)	(1,072,881)	(2,015,843)	(2,945,148)	(293,256)	(261,000)			(500,000)	(1,000,000)		9,216,254	11,669,142,725	\$0.79	\$118.47	2029
2030	16,034,090	35,000	(368,505)	(1,031,632)	(2,002,667)	(2,738,389)	(291,806)	(261,000)			(500,000)			8,875,092	12,045,505,477	\$0.74	\$110.52	2030
2031	14,171,047	35,000	(365,373)	(1,038,494)	(1,915,605)	(1,866,111)	(295,356)	(261,000)			(500,000)			7,964,108	12,434,006,989	\$0.64	\$96.08	2031
2032	13,646,387	35,000	(367,360)	(1,040,556)	(1,923,345)	(1,854,464)	(298,556)	(261,000)			(500,000)			7,436,105	12,835,038,771	\$0.58	\$86.90	2032
2033	12,995,545	35,000	(364,420)	(1,052,587)	(1,932,982)	(1,655,103)	(301,194)	(261,000)			(500,000)			6,963,260	13,249,004,957	\$0.53	\$78.84	2033
2034	12,633,711	35,000	(360,938)	(1,045,864)	(1,936,718)	(1,652,770)	(298,406)	(261,000)			(500,000)			6,613,016	13,676,322,721	\$0.48	\$72.53	2034
2035	11,734,929	35,000	(360,922)	(1,052,726)	(1,835,583)	(1,470,661)	(305,331)	(263,000)			(500,000)			5,981,705	14,117,422,687	\$0.42	\$63.56	2035
2036	10,139,209	35,000	(360,172)	(953,124)	(1,841,191)	(792,596)	(306,856)	0			(500,000)			5,420,269	14,572,749,370	\$0.37	\$55.79	2036
2037	9,174,911	35,000	(354,637)	(746,989)	(1,860,321)	(792,511)	(308,156)				(500,000)			4,647,296	15,042,761,623	\$0.31	\$46.34	2037
2038	7,976,925	35,000	(352,539)	(523,757)	(1,558,862)	(788,031)	(309,656)				(500,000)			3,979,080	15,527,933,096	\$0.26	\$38.44	2038
2039	6,592,424	35,000	0	(459,927)	(1,568,842)	(654,880)	(316,194)				(500,000)			3,127,581	16,028,752,717	\$0.20	\$29.27	2039
2040	5,438,195	35,000		(349,107)	(1,170,937)	(494,639)	(243,225)				(500,000)			2,715,288	16,545,725,182	\$0.16	\$24.62	2040
2041	4,125,619	35,000		(198,264)	(714,095)	(337,647)	(201,297)				(500,000)			2,209,316	17,079,371,468	\$0.13	\$19.40	2041
2042	3,591,438	35,000		(159,676)	(646,837)	(213,175)	(150,131)				(500,000)			1,956,619	17,630,229,350	\$0.11	\$16.65	2042
2043	2,577,000	35,000		(37,100)	(543,206)	(214,463)	(110,144)				(500,000)			1,207,088	18,198,853,952	\$0.07	\$9.95	2043
2044	1,433,100	35,000		(35,700)	(453,900)	0	(76,500)				(500,000)			402,000	18,785,818,301	\$0.02	\$3.21	2044
2045	0	0		0	0	0	0				0			0	19,391,713,905	\$0.00	\$0.00	2045
Total	240,148,805	700,000	(5,223,840)	(16,274,246)	(31,975,928)	(35,833,005)	(5,196,290)	(2,873,000)	(2,269,788)	(8,500)	(10,300,000)	(5,486,557)	(559,534)	124,848,117				Total

Notes:

1) Based on estimate provided by the City for 2024. Assumes level interest earnings for future years.

2) Based on the 2025 budget. Assumes the City continues to apply \$1,000,000 of fund balance for the next five-years.

Legend:

Represents +/- 25% Change over previous year



Table 2 Capital Improvements Financing Plan

City of Green Bay, WI

Preliminary

Sale Date: March 12, 2025

Close Date: April 2, 2025

2025		G.O. Notes	General Projects - 20- Year (Levy) Portion	General Projects - 10-Year (Levy) Portion	DPW Refuse Trucks Portion	Police Vehicles Portion	Parking Portion	TID 28 Portion	TID 22 Portion
CIP Projects¹									
Department of Public Works		9,762,000	8,646,000	1,116,000					
Sanitary Trucks		690,000			690,000				
Parks Department		1,620,500	1,355,500	265,000					
Fire Department		4,061,500	332,050	3,729,450					
Parking Department		800,000					800,000		
Police Department		3,390,600	1,000,000	1,049,600		1,341,000			
City Hall		1,250,000	1,250,000						
TID 22		5,000,000							5,000,000
TID 28		5,500,000						5,500,000	
Subtotal Project Costs		32,074,600	12,583,550	6,160,050	690,000	1,341,000	800,000	5,500,000	5,000,000
Other Funds									
Capitalized Interest ²		732,740						732,740	
Net Borrowing Requirement		32,807,340	12,583,550	6,160,050	690,000	1,341,000	800,000	6,232,740	5,000,000
Estimated Issuance Expenses									
Municipal Advisor (Ehlers)		20,000	7,669	3,754	421	818	488	3,802	3,048
Bond Counsel		33,000	12,653	6,194	695	1,350	805	6,274	5,029
Rating Fee		28,500	10,928	5,349	600	1,166	695	5,418	4,343
Maximum Underwriter's Discount	12.50	412,563	158,188	77,438	8,688	16,875	10,063	78,438	62,875
Paying Agent		850	326	160	18	35	21	162	130
Subtotal Issuance Expenses		494,913	189,763	92,894	10,422	20,243	12,071	94,094	75,425
TOTAL TO BE FINANCED		33,302,252	12,773,313	6,252,944	700,422	1,361,243	812,071	6,326,834	5,075,425
Estimated Interest Earnings	3.75%	(300,699)	(117,971)	(57,750)	(6,469)	(12,572)	(7,500)	(51,563)	(46,875)
Assumed spend down (months)	3.00								
Rounding		3,447	(342)	(194)	1,047	1,329	429	(272)	1,450
NET BOND SIZE		33,005,000	12,655,000	6,195,000	695,000	1,350,000	805,000	6,275,000	5,030,000

Notes:

1) Project Total Estimates as provided by City officials on December 18, 2024.

2) Assumes interest is capitalized through April 1, 2028 for the identified purposes.

Table 3

Allocation of Debt Service - 2025 G.O. Notes

City of Green Bay, WI

Year Ending	General Projects - 20-Year (Levy) Portion				General Projects - 10-Year (Levy) Portion			DPW Refuse Trucks Portion			Police Vehicles Portion		
	Principal	Est. Rate ¹	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2025				0			0			0			0
2026		3.70%	728,932	728,932		320,168	320,168		35,576	35,576	420,000	63,168	483,168
2027	475,000	3.49%	478,568	953,568	600,000	203,372	803,372	90,000	22,191	112,191	455,000	23,900	478,900
2028	490,000	3.36%	462,047	952,047	620,000	182,486	802,486	95,000	19,025	114,025	475,000	7,980	482,980
2029	505,000	3.38%	445,281	950,281	640,000	161,254	801,254	95,000	15,823	110,823			
2030	525,000	3.39%	427,847	952,847	660,000	139,251	799,251	100,000	12,523	112,523			
2031	540,000	3.42%	409,715	949,715	685,000	116,350	801,350	100,000	9,118	109,118			
2032	560,000	3.43%	390,877	950,877	710,000	92,460	802,460	105,000	5,607	110,607			
2033	580,000	3.46%	371,239	951,239	735,000	67,568	802,568	110,000	1,903	111,903			
2034	600,000	3.53%	350,615	950,615	760,000	41,439	801,439						
2035	625,000	3.57%	328,868	953,868	785,000	14,012	799,012						
2036	645,000	3.65%	305,941	950,941									
2037	670,000	3.69%	281,808	951,808									
2038	695,000	3.74%	256,450	951,450									
2039	720,000	3.79%	229,810	949,810									
2040	750,000	4.11%	200,753	950,753									
2041	785,000	4.19%	168,895	953,895									
2042	815,000	4.27%	135,049	950,049									
2043	855,000	4.35%	99,052	954,052									
2044	890,000	4.39%	60,921	950,921									
2045	930,000	4.45%	20,693	950,693									
Total	12,655,000		6,153,357	18,808,357	6,195,000	1,338,358	7,533,358	695,000	121,764	816,764	1,350,000	95,047	1,445,047

Notes:

1) Estimated Rate assumes December 3 "Aa3" rated sale plus 0.60%.

Table 3 **Allocation of Debt Service - 2025 G.O. Notes**

City of Green Bay, WI

Parking Portion			TID 28 Portion			TID 22 Portion			Year	Totals		
Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Ending	Principal (4/1)	Interest	Total
		0			0			0	2025	0	0	0
55,000	40,783	95,783		366,030	366,030	85,000	288,031	373,031	2026	560,000	1,842,689	2,402,689
70,000	24,663	94,663		244,473	244,473	185,000	187,054	372,054	2027	1,875,000	1,184,219	3,059,219
75,000	22,181	97,181		244,473	244,473	190,000	180,634	370,634	2028	1,945,000	1,118,825	3,063,825
80,000	19,569	99,569	100,000	242,783	342,783	200,000	174,062	374,062	2029	1,620,000	1,058,771	2,678,771
80,000	16,861	96,861	290,000	236,178	526,178	205,000	167,207	372,207	2030	1,860,000	999,866	2,859,866
85,000	14,052	99,052	300,000	226,132	526,132	210,000	160,141	370,141	2031	1,920,000	935,507	2,855,507
85,000	11,140	96,140	310,000	215,686	525,686	220,000	152,777	372,777	2032	1,990,000	868,546	2,858,546
90,000	8,126	98,126	320,000	204,833	524,833	225,000	145,112	370,112	2033	2,060,000	798,780	2,858,780
90,000	4,980	94,980	330,000	193,473	523,473	235,000	137,071	372,071	2034	2,015,000	727,577	2,742,577
95,000	1,696	96,696	345,000	181,490	526,490	245,000	128,550	373,550	2035	2,095,000	654,616	2,749,616
			355,000	168,853	523,853	250,000	119,615	369,615	2036	1,250,000	594,408	1,844,408
			370,000	155,548	525,548	260,000	110,255	370,255	2037	1,300,000	547,611	1,847,611
			385,000	141,522	526,522	270,000	100,409	370,409	2038	1,350,000	498,381	1,848,381
			400,000	126,742	526,742	280,000	90,054	370,054	2039	1,400,000	446,606	1,846,606
			415,000	110,634	525,634	295,000	78,686	373,686	2040	1,460,000	390,073	1,850,073
			430,000	93,097	523,097	305,000	66,234	371,234	2041	1,520,000	328,226	1,848,226
			450,000	74,481	524,481	320,000	53,012	373,012	2042	1,585,000	262,542	1,847,542
			470,000	54,651	524,651	335,000	38,894	373,894	2043	1,660,000	192,597	1,852,597
			490,000	33,673	523,673	350,000	23,925	373,925	2044	1,730,000	118,519	1,848,519
			515,000	11,459	526,459	365,000	8,121	373,121	2045	1,810,000	40,273	1,850,273
805,000	164,050	969,050	6,275,000	3,326,208	9,601,208	5,030,000	2,409,841	7,439,841	Total	33,005,000	13,608,626	46,613,626

Table 4
Financing Plan Tax Impact

City of Green Bay, WI

Year Ending	Existing Debt					Proposed Debt										Year Ending	
	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$150,000 Home	2025 G.O. Notes 33,005,000 Dated: 4/2/2025 Total Prin. and Int.	2025 Taxable G.O. Notes 10,385,000 Dated: 4/2/2025 Total Prin. and Int.	Abatements				Debt Service Levy		Taxes			
								Less: Parking	Less: TID 22	Less: TID 27	Less: TID 28	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$150,000 Home		Annual Taxes Difference From Existing
2025	10,793,855		10,062,551,400	\$1.07	\$160.90	0	0					10,793,855		\$1.07	\$161	\$0	2025
2026	12,859,971	2,066,116	10,426,349,552	\$1.23	\$185.01	2,402,689	883,775	(95,783)	(373,031)	(883,775)	(366,030)	14,427,815	3,633,960	\$1.38	\$208	\$23	2026
2027	11,950,182	(909,789)	10,762,628,721	\$1.11	\$166.55	3,059,219	590,277	(94,663)	(372,054)	(590,277)	(244,473)	14,298,212	(129,603)	\$1.33	\$199	\$33	2027
2028	10,530,033	(1,420,150)	11,199,373,941	\$0.94	\$141.04	3,063,825	590,277	(97,181)	(370,634)	(590,277)	(244,473)	12,881,570	(1,416,643)	\$1.15	\$173	\$31	2028
2029	9,216,254	(1,313,778)	11,669,142,725	\$0.79	\$118.47	2,678,771	955,433	(99,569)	(374,062)	(955,433)	(342,783)	11,078,611	(1,802,958)	\$0.95	\$142	\$24	2029
2030	8,875,092	(341,163)	12,045,505,477	\$0.74	\$110.52	2,859,866	960,009	(96,861)	(372,207)	(960,009)	(526,178)	10,739,712	(338,899)	\$0.89	\$134	\$23	2030
2031	7,964,108	(910,984)	12,434,006,989	\$0.64	\$96.08	2,855,507	958,173	(99,052)	(370,141)	(958,173)	(526,132)	9,824,290	(915,422)	\$0.79	\$119	\$22	2031
2032	7,436,105	(528,003)	12,835,038,771	\$0.58	\$86.90	2,858,546	959,880	(96,140)	(372,777)	(959,880)	(525,686)	9,300,049	(524,241)	\$0.72	\$109	\$22	2032
2033	6,963,260	(472,845)	13,249,004,957	\$0.53	\$78.84	2,858,780	959,918	(98,126)	(370,112)	(959,918)	(524,833)	8,828,970	(471,079)	\$0.67	\$100	\$21	2033
2034	6,613,016	(350,244)	13,676,322,721	\$0.48	\$72.53	2,742,577	958,256	(94,980)	(372,071)	(958,256)	(523,473)	8,365,069	(463,901)	\$0.61	\$92	\$19	2034
2035	5,981,705	(631,311)	14,117,422,687	\$0.42	\$63.56	2,749,616	959,689	(96,696)	(373,550)	(959,689)	(526,490)	7,734,585	(630,483)	\$0.55	\$82	\$19	2035
2036	5,420,269	(561,436)	14,572,749,370	\$0.37	\$55.79	1,844,408	959,179	0	(369,615)	(959,179)	(523,853)	6,371,209	(1,363,376)	\$0.44	\$66	\$10	2036
2037	4,647,296	(772,972)	15,042,761,623	\$0.31	\$46.34	1,847,611	956,828		(370,255)	(956,828)	(525,548)	5,599,104	(772,105)	\$0.37	\$56	\$9	2037
2038	3,979,080	(668,217)	15,527,933,096	\$0.26	\$38.44	1,848,381	957,485		(370,409)	(957,485)	(526,522)	4,930,530	(668,575)	\$0.32	\$48	\$9	2038
2039	3,127,581	(851,499)	16,028,752,717	\$0.20	\$29.27	1,846,606	955,984		(370,054)	(955,984)	(526,742)	4,077,391	(853,139)	\$0.25	\$38	\$9	2039
2040	2,715,288	(412,294)	16,545,725,182	\$0.16	\$24.62	1,850,073	957,171		(373,686)	(957,171)	(525,634)	3,666,041	(411,350)	\$0.22	\$33	\$9	2040
2041	2,209,316	(505,972)	17,079,371,468	\$0.13	\$19.40	1,848,226	955,875		(371,234)	(955,875)	(523,097)	3,163,210	(502,830)	\$0.19	\$28	\$8	2041
2042	1,956,619	(252,697)	17,630,229,350	\$0.11	\$16.65	1,847,542	956,940		(373,012)	(956,940)	(524,481)	2,906,668	(256,543)	\$0.16	\$25	\$8	2042
2043	1,207,088	(749,531)	18,198,853,952	\$0.07	\$9.95	1,852,597	955,189		(373,894)	(955,189)	(524,651)	2,161,140	(745,528)	\$0.12	\$18	\$8	2043
2044	402,000	(805,088)	18,785,818,301	\$0.02	\$3.21	1,848,519	955,464		(373,925)	(955,464)	(523,673)	1,352,921	(808,219)	\$0.07	\$11	\$8	2044
2045	0	(402,000)	19,391,713,905	\$0.00	\$0.00	1,850,273	957,435		(373,121)	(957,435)	(526,459)	950,693	(402,228)	\$0.05	\$7	\$7	2045
2046	0	0	20,017,151,350	\$0.00	\$0.00	0	0		0	0	0	0	(950,693)	\$0.00	\$0	\$0	2046
Total	124,848,117					46,613,626	18,343,234	(969,050)	(7,439,841)	(18,343,234)	(9,601,208)					\$322	Total

Notes:

Table 5**General Obligation Debt Capacity Analysis - Impact of Financing Plan***City of Green Bay, WI*

Existing Debt				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2024	10,834,009,900	541,700,495	190,154,000	35%
2025	11,182,971,896	559,148,595	172,211,000	31%
2026	11,543,173,910	577,158,695	154,195,000	27%
2027	11,914,977,983	595,748,899	137,950,000	23%
2028	12,298,757,814	614,937,891	122,875,000	20%
2029	12,694,899,142	634,744,957	109,470,000	17%
2030	13,103,800,129	655,190,006	97,245,000	15%
2031	13,525,871,761	676,293,588	86,505,000	13%
2032	13,961,538,264	698,076,913	75,930,000	11%
2033	14,411,237,526	720,561,876	65,645,000	9%
2034	14,875,421,540	743,771,077	55,365,000	7%
2035	15,354,556,859	767,727,843	45,640,000	6%
2036	15,849,125,061	792,456,253	36,930,000	5%
2037	16,359,623,239	817,981,162	28,900,000	4%
2038	16,886,564,494	844,328,225	21,820,000	3%
2039	17,430,478,456	871,523,923	15,920,000	2%
2040	17,991,911,813	899,595,591	11,000,000	1%
2041	18,571,428,862	928,571,443	7,240,000	1%
2042	19,169,612,077	958,480,604	3,875,000	0%
2043	19,787,062,693	989,353,135	1,405,000	0%
2044	20,424,401,310	1,021,220,066	0	0%
2045	21,082,268,518	1,054,113,426		0%

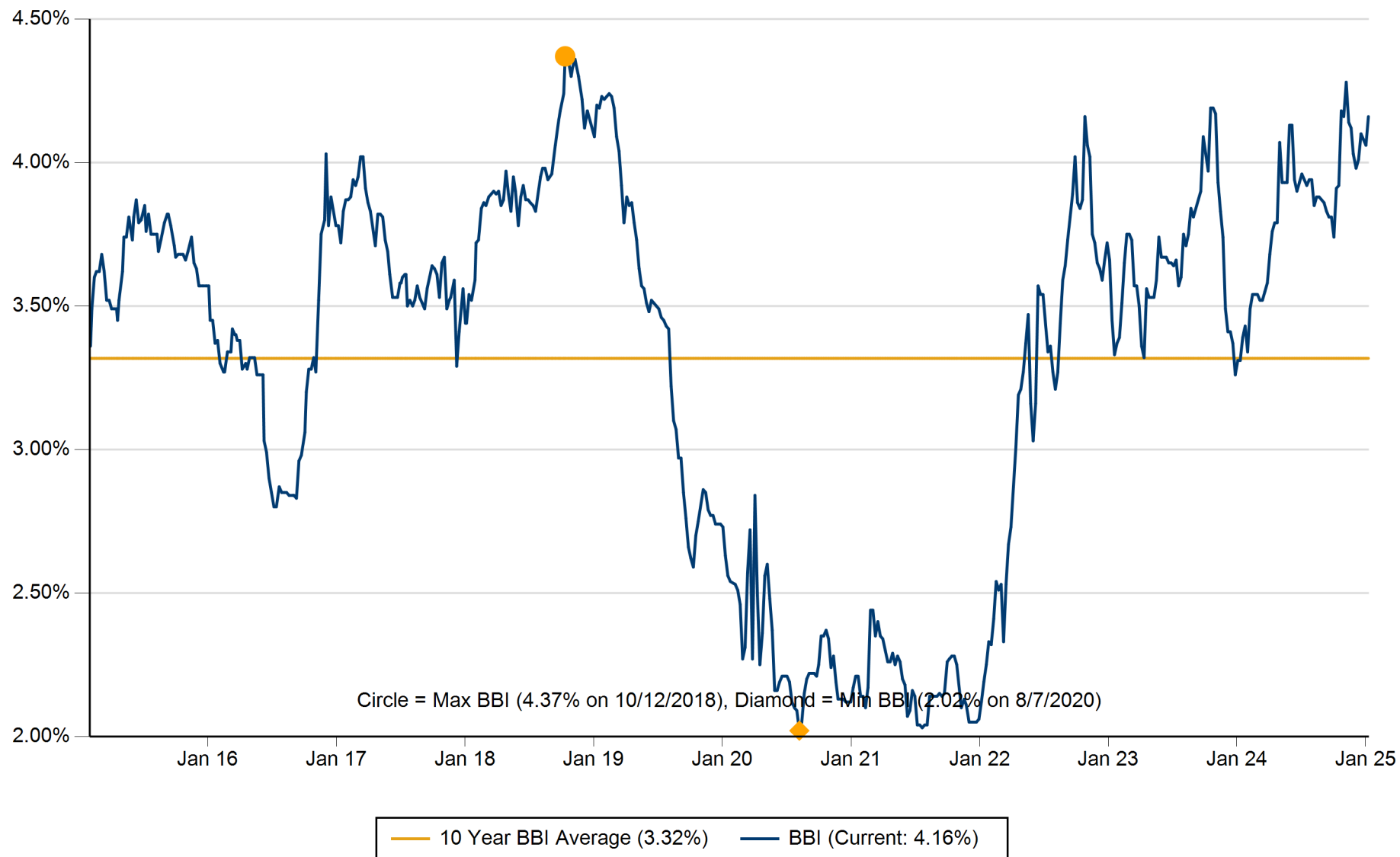
Proposed Debt					
Combined Principal				Residual Capacity	Year Ending
2025 G.O. Notes	2025 Taxable G.O. Notes	Existing & Proposed	% of Limit		
		\$190,154,000	35%	\$351,546,495	2024
33,005,000	10,385,000	\$215,601,000	39%	\$343,547,595	2025
32,445,000	10,385,000	\$197,025,000	34%	\$380,133,695	2026
30,570,000	10,385,000	\$178,905,000	30%	\$416,843,899	2027
28,625,000	10,385,000	\$161,885,000	26%	\$453,052,891	2028
27,005,000	10,010,000	\$146,485,000	23%	\$488,259,957	2029
25,145,000	9,610,000	\$132,000,000	20%	\$523,190,006	2030
23,225,000	9,190,000	\$118,920,000	18%	\$557,373,588	2031
21,235,000	8,745,000	\$105,910,000	15%	\$592,166,913	2032
19,175,000	8,275,000	\$93,095,000	13%	\$627,466,876	2033
17,160,000	7,780,000	\$80,305,000	11%	\$663,466,077	2034
15,065,000	7,255,000	\$67,960,000	9%	\$699,767,843	2035
13,815,000	6,700,000	\$57,445,000	7%	\$735,011,253	2036
12,515,000	6,115,000	\$47,530,000	6%	\$770,451,162	2037
11,165,000	5,495,000	\$38,480,000	5%	\$805,848,225	2038
9,765,000	4,840,000	\$30,525,000	4%	\$840,998,923	2039
8,305,000	4,145,000	\$23,450,000	3%	\$876,145,591	2040
6,785,000	3,410,000	\$17,435,000	2%	\$911,136,443	2041
5,200,000	2,630,000	\$11,705,000	1%	\$946,775,604	2042
3,540,000	1,805,000	\$6,750,000	1%	\$982,603,135	2043
1,810,000	930,000	\$2,740,000	0%	\$1,018,480,066	2044
0	0	\$0	0%	\$1,054,113,426	2045

Notes:

1) Projected TID IN EV based on 5-year average at 3.22% annual inflation.

10 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates January, 2015 - January, 2025



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

January 28, 2025

PRE-SALE REPORT FOR

City of Green Bay, Wisconsin

**\$10,385,000 Taxable General Obligation Promissory
Notes, Series 2025B**



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Harry Allen, Municipal Advisor
Todd Taves, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B (the “Notes”).

Purposes:

The proposed issue includes financing for projects in Tax Incremental District number 27. The City is pledging the ad valorem property tax with the expectation that Tax Incremental District No. 27 revenues will be used to abate the entirety of the debt service.

Authority:

The Notes are being issued pursuant to Wisconsin Statute 67.12(12). The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, and the Series 2025A General Obligation Promissory Notes (the “2025A Notes”) to be issued concurrently, the City’s total General Obligation debt principal outstanding will be approximately \$215,601,000, which is 40% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$326,099,495.

Term/Call Feature:

The Notes are being issued for a term of 20 years. Principal on the Notes will be due on April 1 in the years 2029 through 2045. Interest will be due every six months beginning April 1, 2026.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2035 or any date thereafter.

Bank Qualification:

Because the Notes are taxable obligations they will not be designated as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current rating on those bonds is “Aa3”. The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” For this issue of Notes, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City’s objectives for this financing.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on February 4, 2025, which delegates authority to the Finance Director/Comptroller or the Assistant Finance Director/Treasurer to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

- * Issue size not to exceed \$10,385,000
- * Maximum Bid of 108%
- * Minimum Bid of 98.75%
- * Maximum True Interest Cost (TIC) of 6.50%
- * Maturity Schedule Adjustments not to exceed \$300,000 per maturity

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City has limited responsibilities for arbitrage as it relates to the Notes, however, the Notes are not exempt from all arbitrage rules. An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City’s specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

G.O. with Planned Abatement: The issuer is abating all or a portion of G.O. debt service payments for the issue with Tax Incremental District number 27 revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP

Paying Agent: Associated Trust Company, N.A.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	February 4, 2025
Due Diligence Call to Review Official Statement:	Week of February 24, 2025
Conference with Rating Agency:	Week of February 24, 2025
Distribute Official Statement:	Week of March 3, 2025
Designated Officials Award Sale of the Notes:	March 12, 2025
Estimated Closing Date:	April 2, 2025

Attachments

Existing G.O. Debt Base Case
 Estimated Sources and Uses of Funds
 Estimated Debt Service Schedule by Purpose
 Financing Plan Tax Impact
 General Obligation Debt Capacity Analysis
 10-year Treasury Yield - 10-year

EHLERS' CONTACTS

Harry Allen, Municipal Advisor	(262) 796-6182
Todd Taves, Senior Municipal Advisor	(262) 796-6173
Na Lee Lee, Senior Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Existing G.O. Debt Base Case

City of Green Bay, WI

Year Ending	Existing Debt																	Year Ending
	Total G.O. Debt Payments	G.O. Debt Expense	Less: Bay Beach	Less: Sanitary Sewer	Less: Stormwater	Less: TID	Less: Parking	Less: Rivers Edge	Less: Bond Premium	Less: Bellevue Intergovernmental	Less: Interest Revenue ¹	Less: Applied Surplus ²	Less: Other Sources	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$150,000 Home	
2025	25,026,612	35,000	(412,847)	(1,725,266)	(1,769,789)	(5,031,767)	(234,379)	(261,000)	(1,978,118)	(8,500)	(800,000)	(1,486,557)	(559,534)	10,793,855	10,062,551,400	\$1.07	\$160.90	2025
2026	23,889,792	35,000	(424,207)	(1,382,469)	(2,097,853)	(4,823,564)	(284,058)	(261,000)	(291,670)	0	(500,000)	(1,000,000)		12,859,971	10,426,349,552	\$1.23	\$185.01	2026
2027	21,522,059	35,000	(380,665)	(1,206,413)	(2,091,043)	(3,880,799)	(286,956)	(261,000)	0		(500,000)	(1,000,000)		11,950,182	10,762,628,721	\$1.11	\$166.55	2027
2028	19,803,544	35,000	(378,368)	(1,161,714)	(2,096,310)	(3,626,288)	(284,831)	(261,000)			(500,000)	(1,000,000)		10,530,033	11,199,373,941	\$0.94	\$141.04	2028
2029	17,642,269	35,000	(372,887)	(1,072,881)	(2,015,843)	(2,945,148)	(293,256)	(261,000)			(500,000)	(1,000,000)		9,216,254	11,669,142,725	\$0.79	\$118.47	2029
2030	16,034,090	35,000	(368,505)	(1,031,632)	(2,002,667)	(2,738,389)	(291,806)	(261,000)			(500,000)			8,875,092	12,045,505,477	\$0.74	\$110.52	2030
2031	14,171,047	35,000	(365,373)	(1,038,494)	(1,915,605)	(1,866,111)	(295,356)	(261,000)			(500,000)			7,964,108	12,434,006,989	\$0.64	\$96.08	2031
2032	13,646,387	35,000	(367,360)	(1,040,556)	(1,923,345)	(1,854,464)	(298,556)	(261,000)			(500,000)			7,436,105	12,835,038,771	\$0.58	\$86.90	2032
2033	12,995,545	35,000	(364,420)	(1,052,587)	(1,932,982)	(1,655,103)	(301,194)	(261,000)			(500,000)			6,963,260	13,249,004,957	\$0.53	\$78.84	2033
2034	12,633,711	35,000	(360,938)	(1,045,864)	(1,936,718)	(1,652,770)	(298,406)	(261,000)			(500,000)			6,613,016	13,676,322,721	\$0.48	\$72.53	2034
2035	11,734,929	35,000	(360,922)	(1,052,726)	(1,835,583)	(1,470,661)	(305,331)	(263,000)			(500,000)			5,981,705	14,117,422,687	\$0.42	\$63.56	2035
2036	10,139,209	35,000	(360,172)	(953,124)	(1,841,191)	(792,596)	(306,856)	0			(500,000)			5,420,269	14,572,749,370	\$0.37	\$55.79	2036
2037	9,174,911	35,000	(354,637)	(746,989)	(1,860,321)	(792,511)	(308,156)				(500,000)			4,647,296	15,042,761,623	\$0.31	\$46.34	2037
2038	7,976,925	35,000	(352,539)	(523,757)	(1,558,862)	(788,031)	(309,656)				(500,000)			3,979,080	15,527,933,096	\$0.26	\$38.44	2038
2039	6,592,424	35,000	0	(459,927)	(1,568,842)	(654,880)	(316,194)				(500,000)			3,127,581	16,028,752,717	\$0.20	\$29.27	2039
2040	5,438,195	35,000		(349,107)	(1,170,937)	(494,639)	(243,225)				(500,000)			2,715,288	16,545,725,182	\$0.16	\$24.62	2040
2041	4,125,619	35,000		(198,264)	(714,095)	(337,647)	(201,297)				(500,000)			2,209,316	17,079,371,468	\$0.13	\$19.40	2041
2042	3,591,438	35,000		(159,676)	(646,837)	(213,175)	(150,131)				(500,000)			1,956,619	17,630,229,350	\$0.11	\$16.65	2042
2043	2,577,000	35,000		(37,100)	(543,206)	(214,463)	(110,144)				(500,000)			1,207,088	18,198,853,952	\$0.07	\$9.95	2043
2044	1,433,100	35,000		(35,700)	(453,900)	0	(76,500)				(500,000)			402,000	18,785,818,301	\$0.02	\$3.21	2044
2045	0	0		0	0	0	0				0			0	19,391,713,905	\$0.00	\$0.00	2045
Total	240,148,805	700,000	(5,223,840)	(16,274,246)	(31,975,928)	(35,833,005)	(5,196,290)	(2,873,000)	(2,269,788)	(8,500)	(10,300,000)	(5,486,557)	(559,534)	124,848,117				Total

Notes:

- 1) Based on estimate provided by the City for 2024. Assumes level interest earnings for future years.
2) Based on the 2025 budget. Assumes the City continues to apply \$1,000,000 of fund balance for the next five-years.

Legend:

Represents +/- 25% Change over previous year

Table 2

Capital Improvements Financing Plan

City of Green Bay, WI

Preliminary

Sale Date: March 12, 2025

Close Date: April 2, 2025

	2025	
	Taxable G.O. Notes	TID 27 Portion
CIP Projects¹		
TID 27	8,500,000	8,500,000
Subtotal Project Costs	8,500,000	8,500,000
Other Funds		
Capitalized Interest ²	1,769,190	1,769,190
Net Borrowing Requirement	10,269,190	10,269,190
Estimated Issuance Expenses		
Municipal Advisor (Ehlers)	15,000	15,000
Bond Counsel	10,400	10,400
Rating Fee	9,000	9,000
Maximum Underwriter's Discount	129,813	129,813
Paying Agent	850	850
Subtotal Issuance Expenses	165,063	165,063
TOTAL TO BE FINANCED	10,434,252	10,434,252
Estimated Interest Earnings	(53,125)	(53,125)
Assumed spend down (months)		
Rounding	3,873	3,873
NET BOND SIZE	10,385,000	10,385,000

Notes:

- 1) Project Total Estimates as provided by City officials on December 18, 2024.
- 2) Assumes interest is capitalized through April 1, 2028 for the identified purposes.

Table 3

Allocation of Debt Service - 2025 Taxable G.O. Notes

City of Green Bay, WI

Year Ending	TID 27 Portion			
	Principal	Est. Rate	Interest	Total
2025				0
2026		5.29%	883,775	883,775
2027		5.19%	590,277	590,277
2028		5.22%	590,277	590,277
2029	375,000	5.25%	580,433	955,433
2030	400,000	5.29%	560,009	960,009
2031	420,000	5.36%	538,173	958,173
2032	445,000	5.41%	514,880	959,880
2033	470,000	5.50%	489,918	959,918
2034	495,000	5.55%	463,256	958,256
2035	525,000	5.65%	434,689	959,689
2036	555,000	5.65%	404,179	959,179
2037	585,000	5.70%	371,828	956,828
2038	620,000	5.70%	337,485	957,485
2039	655,000	5.75%	300,984	955,984
2040	695,000	5.75%	262,171	957,171
2041	735,000	5.80%	220,875	955,875
2042	780,000	5.80%	176,940	956,940
2043	825,000	5.85%	130,189	955,189
2044	875,000	5.85%	80,464	955,464
2045	930,000	5.90%	27,435	957,435
Total	10,385,000		7,958,234	18,343,234

Notes:

- 1) Estimated Rate based on December 16 "Aa1" rated sale plus 0.60%.

Table 4
Financing Plan Tax Impact

City of Green Bay, WI

Year Ending	Existing Debt					Proposed Debt										Year Ending	
	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per \$1,000	Annual Taxes \$150,000 Home	2025 G.O. Notes 33,005,000 Dated: 4/2/2025 Total Prin. and Int.	2025 Taxable G.O. Notes 10,385,000 Dated: 4/2/2025 Total Prin. and Int.	Abatements				Debt Service Levy		Taxes			
								Less: Parking	Less: TID 22	Less: TID 27	Less: TID 28	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes \$150,000 Home		Annual Taxes Difference From Existing
2025	10,793,855		10,062,551,400	\$1.07	\$160.90	0	0					10,793,855		\$1.07	\$161	\$0	2025
2026	12,859,971	2,066,116	10,426,349,552	\$1.23	\$185.01	2,402,689	883,775	(95,783)	(373,031)	(883,775)	(366,030)	14,427,815	3,633,960	\$1.38	\$208	\$23	2026
2027	11,950,182	(909,789)	10,762,628,721	\$1.11	\$166.55	3,059,219	590,277	(94,663)	(372,054)	(590,277)	(244,473)	14,298,212	(129,603)	\$1.33	\$199	\$33	2027
2028	10,530,033	(1,420,150)	11,199,373,941	\$0.94	\$141.04	3,063,825	590,277	(97,181)	(370,634)	(590,277)	(244,473)	12,881,570	(1,416,643)	\$1.15	\$173	\$31	2028
2029	9,216,254	(1,313,778)	11,669,142,725	\$0.79	\$118.47	2,678,771	955,433	(99,569)	(374,062)	(955,433)	(342,783)	11,078,611	(1,802,958)	\$0.95	\$142	\$24	2029
2030	8,875,092	(341,163)	12,045,505,477	\$0.74	\$110.52	2,859,866	960,009	(96,861)	(372,207)	(960,009)	(526,178)	10,739,712	(338,899)	\$0.89	\$134	\$23	2030
2031	7,964,108	(910,984)	12,434,006,989	\$0.64	\$96.08	2,855,507	958,173	(99,052)	(370,141)	(958,173)	(526,132)	9,824,290	(915,422)	\$0.79	\$119	\$22	2031
2032	7,436,105	(528,003)	12,835,038,771	\$0.58	\$86.90	2,858,546	959,880	(96,140)	(372,777)	(959,880)	(525,686)	9,300,049	(524,241)	\$0.72	\$109	\$22	2032
2033	6,963,260	(472,845)	13,249,004,957	\$0.53	\$78.84	2,858,780	959,918	(98,126)	(370,112)	(959,918)	(524,833)	8,828,970	(471,079)	\$0.67	\$100	\$21	2033
2034	6,613,016	(350,244)	13,676,322,721	\$0.48	\$72.53	2,742,577	958,256	(94,980)	(372,071)	(958,256)	(523,473)	8,365,069	(463,901)	\$0.61	\$92	\$19	2034
2035	5,981,705	(631,311)	14,117,422,687	\$0.42	\$63.56	2,749,616	959,689	(96,696)	(373,550)	(959,689)	(526,490)	7,734,585	(630,483)	\$0.55	\$82	\$19	2035
2036	5,420,269	(561,436)	14,572,749,370	\$0.37	\$55.79	1,844,408	959,179	0	(369,615)	(959,179)	(523,853)	6,371,209	(1,363,376)	\$0.44	\$66	\$10	2036
2037	4,647,296	(772,972)	15,042,761,623	\$0.31	\$46.34	1,847,611	956,828		(370,255)	(956,828)	(525,548)	5,599,104	(772,105)	\$0.37	\$56	\$9	2037
2038	3,979,080	(668,217)	15,527,933,096	\$0.26	\$38.44	1,848,381	957,485		(370,409)	(957,485)	(526,522)	4,930,530	(668,575)	\$0.32	\$48	\$9	2038
2039	3,127,581	(851,499)	16,028,752,717	\$0.20	\$29.27	1,846,606	955,984		(370,054)	(955,984)	(526,742)	4,077,391	(853,139)	\$0.25	\$38	\$9	2039
2040	2,715,288	(412,294)	16,545,725,182	\$0.16	\$24.62	1,850,073	957,171		(373,686)	(957,171)	(525,634)	3,666,041	(411,350)	\$0.22	\$33	\$9	2040
2041	2,209,316	(505,972)	17,079,371,468	\$0.13	\$19.40	1,848,226	955,875		(371,234)	(955,875)	(523,097)	3,163,210	(502,830)	\$0.19	\$28	\$8	2041
2042	1,956,619	(252,697)	17,630,229,350	\$0.11	\$16.65	1,847,542	956,940		(373,012)	(956,940)	(524,481)	2,906,668	(256,543)	\$0.16	\$25	\$8	2042
2043	1,207,088	(749,531)	18,198,853,952	\$0.07	\$9.95	1,852,597	955,189		(373,894)	(955,189)	(524,651)	2,161,140	(745,528)	\$0.12	\$18	\$8	2043
2044	402,000	(805,088)	18,785,818,301	\$0.02	\$3.21	1,848,519	955,464		(373,925)	(955,464)	(523,673)	1,352,921	(808,219)	\$0.07	\$11	\$8	2044
2045	0	(402,000)	19,391,713,905	\$0.00	\$0.00	1,850,273	957,435		(373,121)	(957,435)	(526,459)	950,693	(402,228)	\$0.05	\$7	\$7	2045
2046	0	0	20,017,151,350	\$0.00	\$0.00	0	0		0	0	0	0	(950,693)	\$0.00	\$0	\$0	2046
Total	124,848,117					46,613,626	18,343,234	(969,050)	(7,439,841)	(18,343,234)	(9,601,208)					\$322	Total

Notes:

Table 5**General Obligation Debt Capacity Analysis - Impact of Financing Plan***City of Green Bay, WI*

Existing Debt				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2024	10,834,009,900	541,700,495	190,154,000	35%
2025	11,182,971,896	559,148,595	172,211,000	31%
2026	11,543,173,910	577,158,695	154,195,000	27%
2027	11,914,977,983	595,748,899	137,950,000	23%
2028	12,298,757,814	614,937,891	122,875,000	20%
2029	12,694,899,142	634,744,957	109,470,000	17%
2030	13,103,800,129	655,190,006	97,245,000	15%
2031	13,525,871,761	676,293,588	86,505,000	13%
2032	13,961,538,264	698,076,913	75,930,000	11%
2033	14,411,237,526	720,561,876	65,645,000	9%
2034	14,875,421,540	743,771,077	55,365,000	7%
2035	15,354,556,859	767,727,843	45,640,000	6%
2036	15,849,125,061	792,456,253	36,930,000	5%
2037	16,359,623,239	817,981,162	28,900,000	4%
2038	16,886,564,494	844,328,225	21,820,000	3%
2039	17,430,478,456	871,523,923	15,920,000	2%
2040	17,991,911,813	899,595,591	11,000,000	1%
2041	18,571,428,862	928,571,443	7,240,000	1%
2042	19,169,612,077	958,480,604	3,875,000	0%
2043	19,787,062,693	989,353,135	1,405,000	0%
2044	20,424,401,310	1,021,220,066	0	0%
2045	21,082,268,518	1,054,113,426		0%

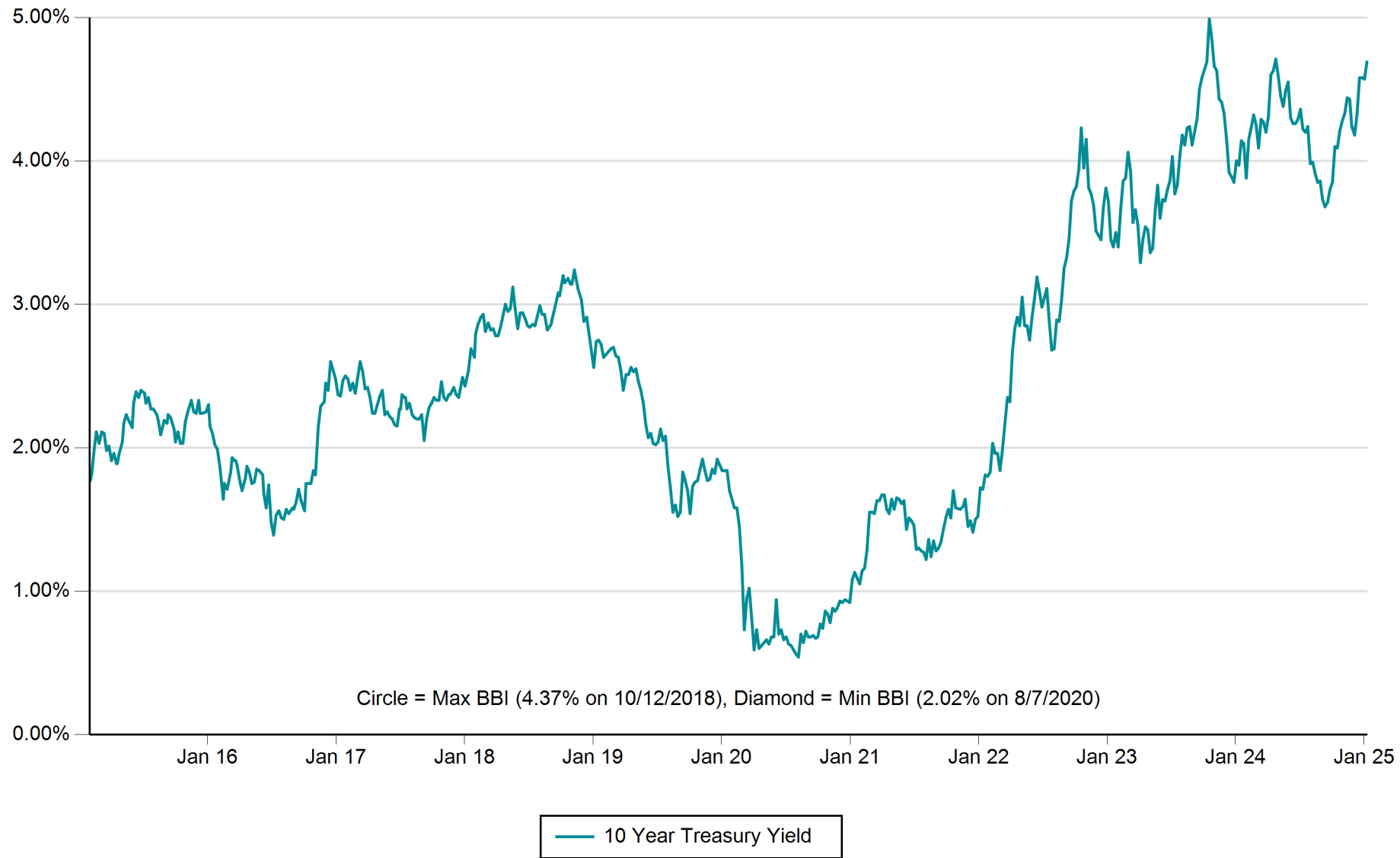
Proposed Debt					
Combined Principal				Residual Capacity	Year Ending
2025 G.O. Notes	2025 Taxable G.O. Notes	Existing & Proposed	% of Limit		
		\$190,154,000	35%	\$351,546,495	2024
33,005,000	10,385,000	\$215,601,000	39%	\$343,547,595	2025
32,445,000	10,385,000	\$197,025,000	34%	\$380,133,695	2026
30,570,000	10,385,000	\$178,905,000	30%	\$416,843,899	2027
28,625,000	10,385,000	\$161,885,000	26%	\$453,052,891	2028
27,005,000	10,010,000	\$146,485,000	23%	\$488,259,957	2029
25,145,000	9,610,000	\$132,000,000	20%	\$523,190,006	2030
23,225,000	9,190,000	\$118,920,000	18%	\$557,373,588	2031
21,235,000	8,745,000	\$105,910,000	15%	\$592,166,913	2032
19,175,000	8,275,000	\$93,095,000	13%	\$627,466,876	2033
17,160,000	7,780,000	\$80,305,000	11%	\$663,466,077	2034
15,065,000	7,255,000	\$67,960,000	9%	\$699,767,843	2035
13,815,000	6,700,000	\$57,445,000	7%	\$735,011,253	2036
12,515,000	6,115,000	\$47,530,000	6%	\$770,451,162	2037
11,165,000	5,495,000	\$38,480,000	5%	\$805,848,225	2038
9,765,000	4,840,000	\$30,525,000	4%	\$840,998,923	2039
8,305,000	4,145,000	\$23,450,000	3%	\$876,145,591	2040
6,785,000	3,410,000	\$17,435,000	2%	\$911,136,443	2041
5,200,000	2,630,000	\$11,705,000	1%	\$946,775,604	2042
3,540,000	1,805,000	\$6,750,000	1%	\$982,603,135	2043
1,810,000	930,000	\$2,740,000	0%	\$1,018,480,066	2044
0	0	\$0	0%	\$1,054,113,426	2045

Notes:

1) Projected TID IN EV based on 5-year average at 3.22% annual inflation.

10 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates January, 2015 - January, 2025



Source: The Bond Buyer



**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

February 4, 2025

Resolution No. ____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$33,005,000 General Obligation Promissory Notes, Series 2025A,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance municipal projects including, but not limited to, (i) construction of and improvements to municipal buildings, (ii) construction and improvements to and/or replacement of, municipal warning sirens, HVAC, windows, pool engineering and component parts, storm water features, and parks and municipal grounds, including phase II of Shipyard Park in the Issuer’s Tax Incremental District No. 22 and construction of a new park within the Issuer Tax Incremental District No. 28, (iii) the purchase of municipal boats, vehicles, and equipment for the fire, police, parks, and public works departments, (iv) construction of and improvements to streets, traffic signals, sidewalks, bridges, parking lots, parking ramps, and related projects, and (v) infrastructure improvements within the Issuer Tax Incremental District No. 28 (collectively, the “**Project**”).

2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2025A (the “**Obligations**”) to a purchaser to be determined by competitive bid.

3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

4. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Authorized Officer” means the Finance Director/Comptroller, or in such person’s absence, the Assistant Finance Director/Treasurer of the Issuer, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Finance Director” means the Issuer’s Finance Director/Comptroller.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in Section 14 of this resolution.

“**Obligations**” means the not to exceed \$33,005,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2025A, which will be issued pursuant to this resolution.

“**Original Issue Date**” means April 2, 2025.

“**Project**” has the meaning set forth in the recitals to this resolution.

“**Purchase Agreement**” means the purchase contract to be entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14 of this resolution.

“**Purchase Price**” has the meaning set forth in Section 4 of this resolution.

“**Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost for the Obligations as determined by an Authorized Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of not to exceed \$33,005,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to,

printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2025A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 98.75% nor more than 108% of the principal amount of the Obligations (the “**Purchase Price**”).

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser’s bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by an Authorized Officer; *provided, however*, that (i) the true interest cost of the Obligations shall not exceed 4.75% (computed taking the Purchaser’s compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2026, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$450,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$33,005,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by an Authorized Officer in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount
2026	\$ 560,000
2027	1,875,000
2028	1,945,000
2029	1,620,000
2030	1,860,000
2031	1,920,000
2032	1,990,000
2033	2,060,000
2034	2,015,000
2035	2,095,000
2036	1,250,000
2037	1,300,000
2038	1,350,000
2039	1,400,000
2040	1,460,000
2041	1,520,000
2042	1,585,000
2043	1,660,000
2044	1,730,000
2045	1,810,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, and agreed to by an Authorized Officer evidenced by the execution of the Purchase Agreement.

Section 9. Manner of Payment/Transfers/Redemption/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person

authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Finance Director, and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Finance Director, and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

Each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Authorized Officer may, in such officer's discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which such officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

Subject to the terms of this resolution, the Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations, such award to be evidenced by and effected by the Authorized Officer's execution of the Purchase Agreement. If the Purchase Agreement signed

and presented by the Purchaser complies with the parameters set forth in this resolution, then the Authorized Officer is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2025	\$3,973,326.44	2035	\$2,588,962.50
2026	4,217,043.75	2036	2,557,025.00
2027	4,174,943.75	2037	2,522,712.50
2028	3,473,900.00	2038	2,486,025.00
2029	3,879,875.00	2039	2,456,725.00
2030	3,828,725.00	2040	2,424,575.00
2031	3,784,487.50	2041	2,394,456.25
2032	3,736,925.00	2042	2,371,012.50
2033	3,573,768.75	2043	2,339,125.00
2034	3,534,781.25	2044	2,313,675.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations, and to pay capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer authorizes and directs that a final offering document (the “**Official Statement**”) be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser’s bid evidenced by the Purchase

Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: February 4, 2025

Approved: February____, 2025

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

Registered

No. R-_____ \$ _____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	April 2, 2025	392642 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2026, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on February 4, 2025, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$33,005,000 General Obligation Promissory Notes, Series 2025A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on April 1 in the years 20__ and 20__ (the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by

operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing April 1, 20__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing April 1, 20__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the

principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: April __, 2025

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO NOTE SALE

On February 4, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the “City”) authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On _____, 2025 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its general obligation promissory notes in the principal amount of \$_____. It is anticipated that the note closing will be held on or about April 2, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: _____, 2025

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$33,005,000 General Obligation Promissory Notes, Series 2025A,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On February 4, 2025, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on February ___, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of February ___, 2025.

Clerk

[SEAL]

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

February 4, 2025

Resolution No. ____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance a grant to a developer relating to the development of a mixed-use building to include housing, parking, and retail within the Issuer’s Tax Incremental District No. 27 pursuant to the Issuer’s Development Agreement 24-04, 221 Cherry Street Redevelopment, dated October 15, 2024 (the “**Project**”).
2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B (the “**Obligations**”) to a purchaser to be determined by competitive bid.
3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.
4. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“**Authorized Officer**” means the Finance Director/Comptroller, or in such person’s absence, the Assistant Finance Director/Treasurer of the Issuer, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Finance Director” means the Issuer’s Finance Director/Comptroller.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in Section 14 of this resolution.

“Obligations” means the not to exceed \$10,385,000 City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B, which will be issued pursuant to this resolution.

“Original Issue Date” means April 2, 2025.

“Project” has the meaning set forth in the recitals to this resolution.

“Purchase Agreement” means the purchase contract to be entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14 of this resolution.

“**Purchase Price**” has the meaning set forth in Section 4 of this resolution.

“**Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost for the Obligations as determined by an Authorized Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, taxable general obligation promissory notes of the Issuer in the principal amount of not to exceed \$10,385,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 98.75% nor more than 108% of the principal amount of the Obligations (the “**Purchase Price**”).

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser’s bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by an Authorized Officer; *provided, however*, that (i) the true interest cost of the Obligations shall not exceed 6.50% (computed taking the Purchaser’s compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2026, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$300,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$10,385,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by an Authorized Officer in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount
2029	\$375,000
2030	400,000
2031	420,000
2032	445,000
2033	470,000
2034	495,000
2035	525,000
2036	555,000
2037	585,000
2038	620,000
2039	655,000
2040	695,000
2041	735,000
2042	780,000
2043	825,000
2044	875,000
2045	930,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with

DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, and agreed to by an Authorized Officer evidenced by the execution of the Purchase Agreement.

Section 9. Manner of Payment/Transfers/Redemption/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue

one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Finance Director, and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Finance Director, and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

Each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Authorized Officer may, in such officer's discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which such officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

Subject to the terms of this resolution, the Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations, such award to be evidenced by and effected by the Authorized Officer's execution of the Purchase Agreement. If the Purchase Agreement signed and presented by the Purchaser complies with the parameters set forth in this resolution, then the Authorized Officer is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2025	\$1,506,991.60	2035	\$1,493,787.50
2026	1,006,525.00	2036	1,467,237.50
2027	1,006,525.00	2037	1,443,575.00
2028	1,659,587.50	2038	1,417,637.50
2029	1,639,900.00	2039	1,394,262.50
2030	1,613,750.00	2040	1,368,287.50
2031	1,591,137.50	2041	1,344,550.00
2032	1,566,900.00	2042	1,317,887.50
2033	1,541,037.50	2043	1,293,137.50
2034	1,518,387.50	2044	1,269,975.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations, and to pay capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer authorizes and directs that a final offering document (the “**Official Statement**”) be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser’s bid evidenced by the Purchase

Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Resolution Effective upon Adoption and Approval.

 This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: February 4, 2025

Approved: February____, 2025

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

Registered

No. R-_____ \$ _____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____ %	April 1, 20__	April 2, 2025	392642 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2026, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on February 4, 2025, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$10,385,000 General Obligation Promissory Notes, Series 2025B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on April 1 in the years 20__ and 20__ (the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by

operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing April 1, 20__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing April 1, 20__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the

principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: April __, 2025

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO TAXABLE NOTE SALE

On February 4, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the “City”) authorized the borrowing of money through the issuance of taxable notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On _____, 2025 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its taxable general obligation promissory notes in the principal amount of \$ _____. It is anticipated that the note closing will be held on or about April 2, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: _____, 2025

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On February 4, 2025, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on February ___, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of February ___, 2025.

Clerk

[SEAL]



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # M.2

To approve a three (3) month extension to the planning option for the development of the City-owned parcel located at 3855 Finger Road (Parcel 21-24).

BACKGROUND

In January 2024 the City of Green Bay awarded a six (6) month planning option to Hoban Family Holdings LLC to plan for an industrial development at the City-owned property at 3855 Finger Road (Parcel 21-24). In June 2024, the City awarded a six (6) month extension to the planning option after the developer had demonstrated significant progress with their plan.

Since the approval of their initial six-month planning option, the developer has worked diligently with their engineering consultants and contractor to prepare a site plan and renderings. Additionally, the developer has shared that their development supports the expansion of a local business, Cleveland Hardware & Forging Company/Green Bay Drop Forge. The developer has held a neighborhood meeting, modified their plans based on neighbors' feedback, and received approvals from the City's Plan Commission and Common Council for a Conditional Use Permit.

The developer and City staff are finalizing terms of a formal development agreement. City staff anticipates the Redevelopment Authority and Common Council will consider approval of the development agreement as soon as February. However, a three-month extension to the Planning Option has been requested to ensure sufficient time to finalize the agreement.

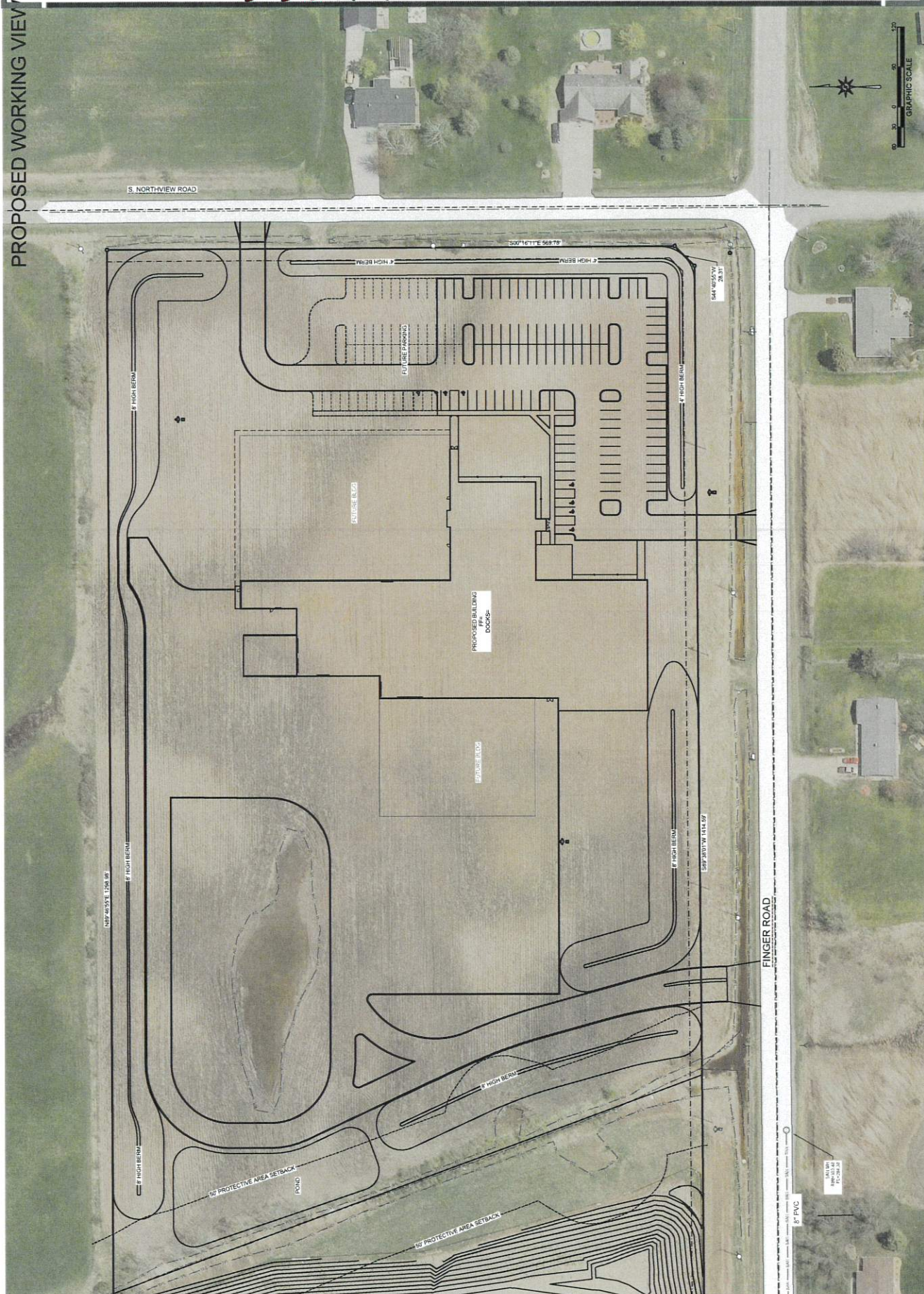
RECOMMENDATION

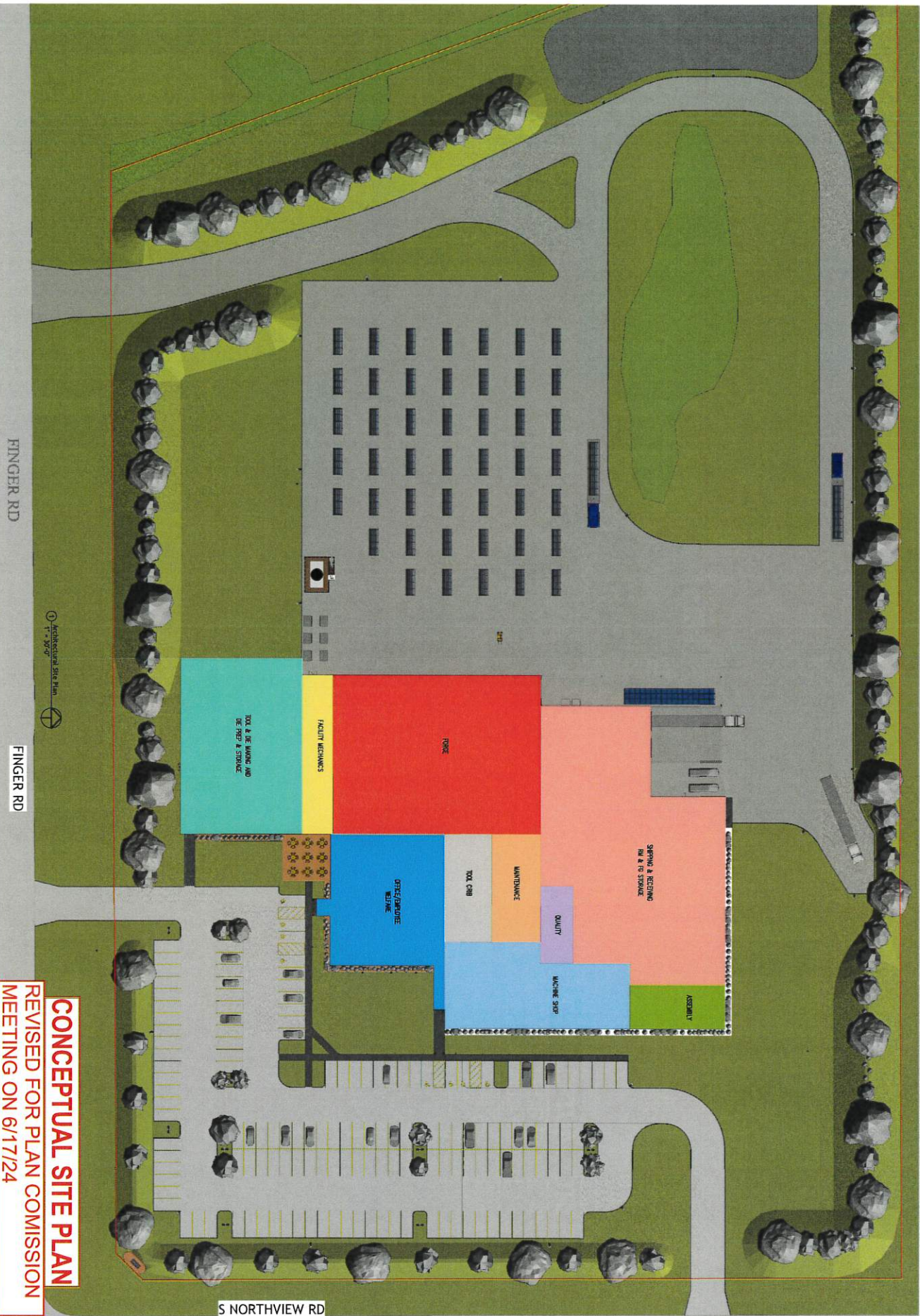
To approve a three (3) month extension to the planning option for the development of parcel 21-24.

FISCAL IMPACT**ATTACHMENTS**

1. Site Plan
2. Renderings
3. Narrative
4. GIS Map

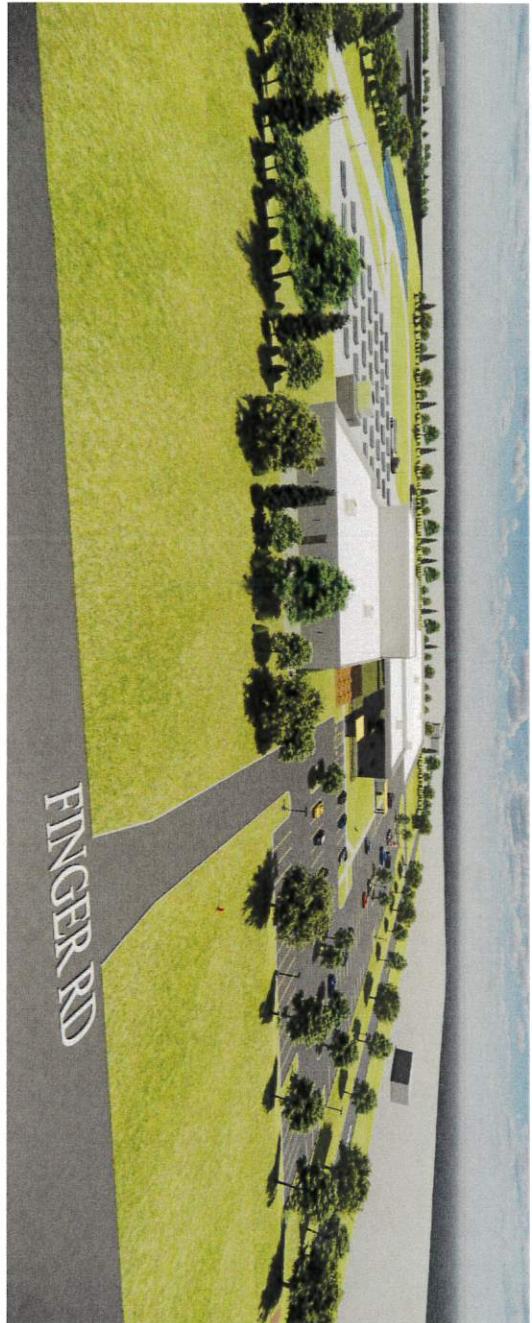
PROPOSED WORKING VIEW





CONCEPTUAL SITE PLAN
 REVISED FOR PLAN COMMISSION
 MEETING ON 6/17/24

PROJECT: CLEVELAND HARDWARE & FORGING CO. NEW FACILITY Enter address here Address Line 2	PROJECT NO.: 24-100	Schuch CONSTRUCTION, INC. DESIGN / BUILD GENERAL CONTRACTING STEEL FABRICATION BUTLER METAL BUILDINGS 1-208-833-6465 / SCHUCHCONSTRUCTION.COM / Established 1976
	SHEET NO.: AC1	
	Revision History Revision Number Description Date	
	05/26/24 05/26/24	



REVISED FOR PLAN COMMISSION
MEETING ON 6/17/24

CONCEPTUAL RENDERERS
(NOT TO SCALE)

① Front
1" = 30'-0"



② Southeast
1" = 30'-0"

Schuh
CONSTRUCTION, INC.

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION

OUTLER
METAL BUILDINGS

1-208-833-6465 / SCHUHCONSTRUCTION.COM / Established 1976

Notes: These architectural renderings are conceptual in nature and are not intended to represent a final design. They are provided for informational purposes only and should not be used for construction or other purposes without the written consent of the architect.

Sheet Issue Date: 05/24/24

Revision Number	Revision Date
1	05/24/24
2	06/05/24

PROJECT:
CLEVELAND HARDWARE & FORGING CO.
NEW FACILITY
Enter address here
Address Line 2

PROJECT NO.:
24-100

SHEET NO.:
A3.1

CONCEPTUAL RENDERERS (NOT TO SCALE)

REVISED FOR PLAN COMMISSION MEETING ON 6/17/24



1 Northwest
T = 39° 0'



2 Northwest
T = 39° 0'



3 Southwest
T = 39° 0'

Schuh
CONSTRUCTION, INC.

DESIGN / BUILD
GENERAL CONTRACTING
STEEL FABRICATION

ESTABLISHED 1976

1-281-833-6465 / SCHUHCONSTRUCTION.COM

after their April/April 2024 release from the release target 11/24/2024. The first two items will not contain any information about the release target, but the third item will. The release target will be the date of the release, and the release target will be the date of the release.	
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PROJECT:
CLEVELAND HARDWARE & FORGING CO.
NEW FACILITY
Enter address here
Address Line 2

PROJECT NO.:
24-100

SHEET NO.:
A3.2

CLEVELAND HARDWARE & FORGING CO.

AFFILIATED BUSINESS UNITS:

Green Bay Drop Forge • Green Bay, WI

Cleveland Hardware • Green Bay, WI

Fox Valley Forge • Aurora, IL



WHO ARE WE?

Cleveland Hardware and Forging Company "CHFC" is comprised of three business units: Cleveland Hardware, Green Bay Drop Forge and Fox Valley Forge.

Cleveland Hardware was established in 1878 in Cleveland, OH. In 2019 the facility in OH was shut down and the operations were moved to Green Bay, WI. Today this business unit assembles and distributes hardware for bus manufacturers, industrial equipment, aviation, heavy & specialized trucks and service vehicles.

Green Bay Drop Forge was founded in 1914 and produces custom forged parts weighing <10 pounds for a variety of industries including tool manufacturers, lawn and garden, railroad, solar, energy, mining, defense, medical and distribution. They use 1500, 2500 and 3000 lb. drop hammers, as well as small upsetters and machining tools to produce a saleable product.

Fox Valley Forge was founded in 1948 and produces near final parts, weighing 20-100 pounds for a variety of industries including heavy and specialized truck, off highway construction vehicles, energy, agriculture, oil, gas and water and material handling. They use a large 2500 Ton Mechanical, a 3000 Ton Hydraulic press, large upsetters and machining equipment to produce a saleable product.

PROJECT SCOPE

Our commitment to modernization consists of constructing a 100,000 ft² manufacturing facility and investing in equipment advancements tailored specifically for our forging operations.

An overview of the major equipment investments includes:

1. New fully automated Lasco press line composed of a VPA 1000/200 hydraulic preforming press and SPR 2000 SO screw press with in-line saw and induction heating. This two-press solution will replace both current press lines that currently use outdated induction furnaces, no longer offer the best technical solution for our product and processes, and increase output from ~70 pcs/hr to 120-150 pcs/hr.
2. Two new semi-automated Lasco hammer lines composed of a hydraulic double-acting forging hammer HO-U 315 and hydraulic double-acting forging hammer HO-U 160 with induction heating and offline saw. These two hammer line investments will replace all eleven existing board drop hammers and nine gas furnaces with new equipment that will increase output from ~100-200 pcs/hr to ~300-400 pcs/hr.
3. We are still in beginning stages of scoping out new fully automated upset line(s). This investment will replace all nine existing upset machines and nine gas furnaces. Current processes are currently averaging ~75 pcs/hr, but with the new solutions we are looking to achieve rates of ~120 pcs/hr.

CLEVELAND HARDWARE & FORGING CO.

AFFILIATED BUSINESS UNITS:

Green Bay Drop Forge • Green Bay, WI

Cleveland Hardware • Green Bay, WI

Fox Valley Forge • Aurora, IL



PROJECT TIMELINE

CHFC is currently working with Schuh Construction and Mach IV, on site and facilities design. Construction is scheduled for August 2024. The installation and commissioning of the four new pieces of equipment will be staged from June-August 2025 with full production no later than September 2025.

PROPOSED OPERATIONS

Press Production: Monday-Friday 24 hours

Hammer/Machine Shop/Upset Production: Monday-Thursday 5-3, OT on Fridays

Office: Monday-Friday 8-5

115-130 employees

Titles & Roles:

- | | | |
|-----------------------|---------------------------|---------------|
| • Production Laborers | • Accounting/IT/HR | • Quality |
| • Engineering | • Purchasing/Supply Chain | • Maintenance |
| • Safety | • Sales/Customer Service | • Shipping |
| • Operations | | |
| Managers/Supervisors | | |

WHAT ARE WE FOCUSED ON?

We as leaders in the company are looking at current restraints and challenges that we are faced with every day and are in the process of making decisions that will take CHFC into the next 100+ years.

We recognize that we need to accomplish the following to meet our long-term objectives:

- We will make improvements/upgrades to our facilities to continue to be an employer of choice.
- We will advance current technologies to ensure that we can remain competitive in the market and expand into new ones.
- We will strengthen customer relationships and capitalize on the demand that exists in the market.



Part of Brown County WI

Map printed on 1/23/2024

1:1,800

1 inch = 150 feet*

1 inch = 0.0284 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # M.3

To approve the K9 Transfer Agreement for Puma with a planned retirement date of February 1, 2025.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. GBPD K9 Transfer Agreement - Puma



This K9 Transfer Agreement (Agreement) is dated _____, by and between the City of Green Bay, a municipal corporation (City) and Green Bay Police Officer Tom Conley (Conley).

1. The City owns a German Shepherd dog known as K9 Officer Puma.
2. The City is retiring K9 Officer Puma.
3. The City agrees to transfer ownership of K9 Officer Puma to Conley at no cost. The date on which the Conley takes possession of Puma is the Transfer Date under this Agreement.
4. After the Transfer Date, Puma is no longer a K9 Officer for the City and Conley assumes all responsibility as the owner and handler of Puma.
5. The City makes no promises concerning the physical or mental health of Puma. Conley is agreeing to take ownership of Puma as is. Conley shall be provided all medical records and service information for Puma.
6. Conley understands that Puma has received training in police canine procedure and tactics. This training included attack training and other forms of aggressive conduct. Conley warrants that it is fully aware of Puma's training and is capable of safely handling Puma.
7. Conley warrants that it is fully aware of Puma's service history and is capable of safely handling Puma.
8. Conley, his heirs, assigns, and the like, agree to hold harmless and release the City and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees, arising from Conley's ownership, possession, care, and use of Puma. Conley expressly agrees that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin.
9. Conley agrees to indemnify the City and its officers, officials, employees, and agents from all losses, including reasonable attorney fees, liabilities, and claims arising from or relating to any action of Puma after the Transfer Date.
10. It is agreed that nothing in this Agreement shall be construed as a waiver, replacement, or forfeiture of any legal rights and defenses available to the City.
11. This Agreement shall be governed by interpreted under Wisconsin laws.

12. The Parties shall bring any litigation arising out of or relating this Agreement only before the Brown County Circuit Court.

13. This Agreement constitutes the entire agreement of the Parties relating to the Puma. This Agreement supersedes and replaces all other written or oral agreements.

14. No Amendment of this Agreement will be effective unless it is in writing and signed by both parties.

Tom Conley

Date: _____

City of Green Bay

Chris Davis, Chief, Green Bay Police Department

Date: _____

Eric Genrich, Mayor

Date: _____

Celestine Jeffreys

Date: _____

Transfer Date: _____

Green Bay Police Department Representative

Tom Conley



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # M.4

To approve the Purchase Six (6) vehicles for the City of Green Bay Fire Department off the State of Wisconsin State Contract #505ENT-M25-VEHICLES-01 for a total amount of \$359,130.00 from 2025 approved borrowing.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Request 1-28-2025 Fire Vehicles
2. City of Green Bay C50 Silverado 1500
3. City of Green Bay C55 Silverado 2500 Custom
4. City of Green Bay FD 2500
5. City of Green Bay Tahoe LT Dark Essentials Plus



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

1/23/2025

Finance Committee 1/28/2025.

Consideration and possible action to approve the Purchase Six (6) vehicles for the City of Green Bay Fire Department off the State of Wisconsin State Contract #505ENT-M25-VEHICLES-01 for a total amount of \$359,130.00. Vehicle replacement information itemized in supplemental information provided. Vehicles will be purchased with funds provided through the Capital Improvement Plan (General Levy Borrowing Document from 11-25-2024 Council Approved)

Battalion 3 (BC431) – 424400-55502-41222

Shop Pickup Truck (PU10) – 424400-55502-41238

Fire Marshall 496 (FM496) – 424400-55502-41239

CH401, CH402, CH 403 – 424400-55502-41237

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



Troy Van Handel – Buyer
City of Green Bay – Purchasing Dept
100 N Jefferson St
Green Bay, WI 54301

12/19/2023

Erin Damico – Government Fleet Manager
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925

RE: Intent To Purchase

Dear Erin Damico:

The City of Green Bay intends to purchase six (6) vehicles for the Green Bay Metro Fire Department utilizing the current State of WI Contract #505ENT-M25-VEHICLES-01 and pricing submitted by Napleton Chevrolet Columbus. Individual quote(s) and specification sheets for this purchase are attached. The total purchase price is **\$359,130.00** (see *next page for item details*).

This Intent To Purchase is contingent upon the approval from both the Finance Committee meeting on January 28, 2025, and final approval from the Common Council meeting on February 4, 2025. Should the above recommendations be approved, a purchase order will immediately follow.

This meeting is open to the public and attendance is **NOT** required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Thank you for your continued interest in doing business with the City of Green Bay. If you have any questions, or require additional information, please feel free to contact me at (920) 448-3049 or Troy.VanHandel@greenbaywi.gov.

Sincerely,

Troy Van Handel

Troy Van Handel

Vehicle(s)	Make/Model	Qty	Price
Battalion 3	Chevrolet Silverado 2500 HD	1	\$ 57,737.00
Shop Pickup Truck	Chevrolet Silverado 2500 HD – Custom	1	\$ 52,549.00
Fire Marshall 496	Chevrolet Silverado 1500	1	\$ 46,083.00
CH401	Chevrolet Tahoe LT Dark Essentials Plus	1	\$ 67,587.00
CH402	Chevrolet Tahoe LT Dark Essentials Plus	1	\$ 67,587.00
CH403	Chevrolet Tahoe LT Dark Essentials Plus	1	\$ 67,587.00
	Total(s)	6	\$ 359,130.00



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote: City of Green Bay C50 Silverado 1500 V8

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$1,995.00
Total Options	\$5,425.00
Subtotal	\$53,420.00
Title & Registration	\$169.50
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$7,644.00)
Subtotal Discount	(\$7,644.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$46,083.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$46,083.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until the order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	\$46,000.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24243. Data Updated: Dec 19, 2024 6:44:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

Quote Worksheet

	MSRP
Base Price	\$53,100.00
Dest Charge	\$1,995.00
Total Options	\$5,462.00
Subtotal	\$60,557.00
Title & Registration (New Municipal Plates)	\$169.50
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$8,315.00)
Subtotal Discount	(\$8,315.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$52,549.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$52,549.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until the order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom	\$53,100.00

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Data Version: 24170. Data Updated: Dec 10, 2024 6:48:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay FD 2500 LT Crew

Quote Worksheet

	MSRP
Base Price	\$55,700.00
Dest Charge	\$1,995.00
Total Options	\$8,535.00
Subtotal	\$66,230.00
Title & Registration (New Municipal Plates)	\$169.50
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$8,800.00)
Subtotal Discount	(\$8,800.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$57,737.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$57,737.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT	\$55,700.00

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Data Version: 24128. Data Updated: Dec 5, 2024 6:47:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

Quote Worksheet

	MSRP
Base Price	\$64,700.00
Dest Charge	\$1,995.00
Total Options	\$7,125.00
Subtotal	\$73,820.00
Title & Registration (New Plates)	\$169.50
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$6,540.00)
Subtotal Discount	(\$6,540.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$67,587.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$67,587.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until the order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2025 Chevrolet Tahoe 4WD 4dr LT	\$64,700.00

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Data Version: 24235. Data Updated: Dec 18, 2024 6:44:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote: City of Green Bay C50 Silverado 1500 V8

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$1,995.00
Total Options	\$5,425.00
Subtotal	\$53,420.00
Title & Registration	\$169.50
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$7,644.00)
Subtotal Discount	(\$7,644.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$46,083.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$46,083.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until the order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	\$46,000.00

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Data Version: 24243. Data Updated: Dec 19, 2024 6:44:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)
Quote: City of Green Bay C50 Silverado 1500 V8

COLORS

CODE	DESCRIPTION
G7C	Red Hot (Not available on 1SP or 2LT.)

NOTE

CODE	DESCRIPTION	MSRP
**	** FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Not available with C*10703 Regular Cab model. Retail orders require (G80) auto-locking differential. Fleet or Government order types require (G80) auto-locking differential on CC10543 Crew Cab models.)	\$1,595.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

GVWR

CODE	DESCRIPTION	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

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Data Version: 24243. Data Updated: Dec 19, 2024 6:44:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)
Quote: City of Green Bay C50 Silverado 1500 V8

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QDV	Tires, 265/70R17 all-terrain, blackwall	\$200.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
G7C	Red Hot (Not available on 1SP or 2LT.)	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24243. Data Updated: Dec 19, 2024 6:44:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote: City of Green Bay C50 Silverado 1500 V8

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (L3B) TurboMax engine or (PEB) WT Value Package.) *DISCOUNT*	(\$500.00)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	Inc.
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZW9) pickup bed delete.) *GROSS*	\$960.00
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	\$395.00
JL1	Trailer brake controller, integrated (Requires (Z82) Trailering Package.)	\$275.00
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	\$0.00



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Data Version: 24243. Data Updated: Dec 19, 2024 6:44:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote: City of Green Bay C50 Silverado 1500 V8

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
B1J	Wheelhouse liners, rear (Not available on Regular Cab models, 2WD Crew Cab or Double Cab models, or with (ZW9) pickup bed delete.)	\$140.00
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VDJ), (VKZ) or (WEZ). Crew Cab models are available with Ship Thru code (TFA).)	\$545.00
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$150.00
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob	\$125.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5H1	Key equipment, two additional key fobs. Provides two additional spare key fobs for a total of (4). NOTE: programming of key fobs is at customer's expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (AMF) Remote keyless entry package.)	\$45.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI4	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports.)	\$225.00
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	Inc.

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Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote: City of Green Bay C50 Silverado 1500 V8

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
VBJ	LPO, Underseat storage (dealer-installed) (Not available with Regular Cab models.)	\$295.00
VQK	LPO, Molded splash guards, Black (dealer-installed)	\$250.00
VQO	LPO, Black work step (dealer-installed) (Included with (PDW) Assist Step and Truck Bed Cover Value Package I, LPO. Not available with any other assist steps.)	\$575.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQ2	Fleet Processing Option	\$0.00
Options Total		\$5,425.00

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Push Button Start

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)
Quote: City of Green Bay C50 Silverado 1500 V8

Mechanical

- Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
- Transfer case, single speed electronic Autotrac with push button control (4WD models only)
- Four wheel drive
- Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
- Recovery hooks, front, frame-mounted, Black
- Frame, fully-boxed, hydroformed front section
- Suspension Package, Standard
- Steering, Electric Power Steering (EPS) assist, rack-and-pinion
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill
- Exhaust, single outlet

Exterior

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black (semi-gloss)
- Bumpers, rear, Black (semi-gloss)
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)
Quote: City of Green Bay C50 Silverado 1500 V8

Exterior

- Taillamps with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
- Tailgate, gate function manual, no EZ Lift

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone, connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering column lock, electrical

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Quote: City of Green Bay C50 Silverado 1500 V8

Interior
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Remote Keyless Entry, with 2 transmitters
Cruise control, electronic with set and resume speed, steering wheel-mounted
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone manual
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior
Daytime Running Lamps with automatic exterior lamp control

Safety-Interior
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)
Quote: City of Green Bay C50 Silverado 1500 V8

Safety-Interior

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
HD Rear Vision Camera
Lane Keep Assist with Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Napleton Chevrolet Columbus

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City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

Quote Worksheet

		MSRP
Base Price		\$53,100.00
Dest Charge		\$1,995.00
Total Options		\$5,462.00
Subtotal		\$60,557.00
Title & Registration (New Municipal Plates)		\$169.50
Delivery to Green Bay		\$137.50
Subtotal Pre-Tax Adjustments		\$307.00
Less Customer Discount		(\$8,315.00)
Subtotal Discount		(\$8,315.00)
Trade-In		\$0.00
Excluded from Sales Tax		Subtotal Trade-In \$0.00
Taxable Price		\$52,549.00
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$52,549.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until the order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom	\$53,100.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

COLORS

CODE	DESCRIPTION
GBA	Black

NOTE

CODE	DESCRIPTION	MSRP
**	** FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGH	GVWR, 10,850 lbs. (4921 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1CX	Custom Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
SRI	Wheels, 20" (50.8 cm) High gloss Black painted wheel with Black center caps (Included and only available with (CWK) Custom Blackout Package.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (PDX) Custom Value Package.) *DISCOUNT*	(\$500.00)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
CWK	Custom Blackout Package includes (SRI) 20" High gloss Black painted wheels, Black badging, Black steering wheel emblem, Black tailgate lettering with (QK1) tailgate or Black bowtie with available (QK2) Multi-flex tailgate (Requires (SB7) Black tailgate CHEVROLET lettering decal, LPO when (QK1) standard tailgate is ordered except with (GBA) Black exterior paint. Not available with (SFZ) Black bowtie, LPO.)	\$500.00
PCX	Custom Convenience Package includes (BTV) Remote Start with (UTJ) content theft alarm, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UBI) 2 charge-only USB ports for second row, (C49) rear-window defogger, (A2X) 10-way power driver seat including power lumbar, (UF2) bed LED cargo area lighting, (QT5) EZ Lift power lock and release tailgate (Included with (PDX) Custom Value Package. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	Inc.
PDX	Custom Value Package includes (PCX) Custom Convenience Package, (PQA) WT/CX Safety Package, (DWI) outside power-adjustable vertical trailering mirrors with heated and auto-dimming upper glass, lower convex spotter mirrors, turn signal indicators, puddle lamps, perimeter lighting and (DD8) auto-dimming rearview mirror *GROSS*	\$2,360.00
PQA	WT/CX Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Requires (PCX) Custom Convenience Package and (DWI) trailer mirrors.)	Inc.
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)	\$300.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. "4X4" decals on bed are replaced with "Z71" fender badge.)	\$175.00

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Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$135.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (Z6A) Gooseneck/5th Wheel Prep Package. Available with Ship Thru code (SQE) or (TCE), not available with any other Ship Thru code.)	\$545.00
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCX) Custom Convenience Package. Included with (PDX) Custom Value Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRZ) Rear Camera Mirror or (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCX) Custom Convenience Package.)	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Not available with (YF5) California state emissions requirements.)	\$55.00
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCX) Custom Convenience Package.)	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00

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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Included with (PCX) Custom Convenience Package. Requires (H0U) Jet Black interior.)	Inc.
BTV	Remote vehicle starter system (Included and only available with (PCX) Custom Convenience Package.)	Inc.
C49	Defogger, rear-window electric (Included and only available with (PCX) Custom Convenience Package.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not available with (DRZ) Rear Camera Mirror.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet.)	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCX) Custom Convenience Package.)	Inc.
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (PCX) Custom Convenience Package.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PQA) WT/CX Safety Package.)	Inc.
UFG	Rear Cross Traffic Alert (Included and only available with (PQA) WT/CX Safety Package.)	Inc.
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQA) WT/CX Safety Package.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
VQK	LPO, Molded splash guards, Black (dealer-installed)	\$225.00
VXW	LPO, Off-Road High Clearance Steps (dealer-installed) (Not available with any other assist steps.)	\$1,295.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQ2	Fleet Processing Option	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Part No. 19434125 - Rear Wheelhousing Liner Set by Rugged Liner	\$197.00
DI-2	Part No. 84778906 - Front Bowtie Emblem in Black	\$175.00
Options Total		\$5,462.00

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance

Mechanical

Durabed, pickup bed
Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
GVWR, 10,850 lbs. (4921 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
Auto-locking rear differential
Four wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

Mechanical

- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Trailer brake controller, integrated
- Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
- Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine.)
- Exhaust, single, side

Exterior

- Wheels, 20" (50.8 cm) machined aluminum with Grazen Metallic painted accents, 10-spoke (STD)
- Tires, LT275/65R20 all-terrain, blackwall
- Tire, spare LT275/70R18 all-terrain, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front (High gloss Black.)
- Bumper, rear (High gloss Black.)
- CornerStep, rear bumper
- BedStep, Black integrated on forward portion of bed on driver and passenger side
- Moldings, beltline, Black
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps with incandescent tail, stop and reverse lights
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
- Mirror caps, Black
- Glass, deep-tinted

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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

Exterior

- Tailgate, standard
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCX) Custom Convenience Package is ordered.)
- Tailgate, gate function manual, no EZ Lift
- Door handles, Black grained

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- SiriusXM Trial Subscription
- SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
- Audio system feature, 6-speaker system
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Cloth seat trim
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
- Floor covering, color-keyed carpeting
- Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
- Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

Interior	
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Rear Seat Reminder
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down
	Door locks, power
	Remote Keyless Entry with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone
	Air vents, rear, heating/cooling
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking
	StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

Safety-Interior

- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
- HD Rear Vision Camera
- Hitch Guidance dynamic single line to aid in trailer alignment for hitching
- Lane Departure Warning
- Following Distance Indicator
- Forward Collision Alert
- Seat Belt Adjustable Guide Loops, front row only
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
- Rear Seat Belt Indicator
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System
- OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

- Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Quote: City of Green Bay C55 Silverado 2500 Custom

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay FD 2500 LT Crew

Quote Worksheet

	MSRP
Base Price	\$55,700.00
Dest Charge	\$1,995.00
Total Options	\$8,535.00
Subtotal	\$66,230.00
Title & Registration (New Municipal Plates)	\$169.50
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$8,800.00)
Subtotal Discount	(\$8,800.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$57,737.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$57,737.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK20743	2025 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT	\$55,700.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

Quote: City of Green Bay FD 2500 LT Crew

COLORS

CODE	DESCRIPTION
GBA	Black

NOTE

CODE	DESCRIPTION	MSRP
**	** FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGH	GVWR, 10,850 lbs. (4921 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay FD 2500 LT Crew

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
SRI	Wheels, 20" (50.8 cm) High gloss Black painted wheel with Black center caps (Included with (WPK) Trail Boss Package and (ANQ) Alaskan Snow Plow Special Edition.)	Inc.

TIRES

CODE	DESCRIPTION	MSRP
QFG	Tires, LT275/65R20 E 126/123 BF Goodrich off-road T/A KO3 (Requires 4WD Crew Cab models with (SRI) 20" High gloss Black painted wheels. Not available with any LPO wheels.)	Inc.

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (Included with (ANQ) Alaskan Snow Plow Special Edition. Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires with (E63) Durabed, pickup bed. Included when (QFG) LT275/65R20 blackwall off-road tires are ordered without (ZW9) pickup bed delete.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (On Crew Cab and Double Cab models, not available with (PCM) Convenience Package II unless (PCL) LT Convenience Package I is ordered.)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim	\$0.00

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Quote: City of Green Bay FD 2500 LT Crew

RADIO		
CODE	DESCRIPTION	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	\$0.00

OPTION DISCOUNT		
CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (PDA) Texas Edition, (PDU) All Star Edition, (PDZ) Z71 Off-Road and Protection Package or (PCQ) Duramax and Appearance Package.) *DISCOUNT*	(\$500.00)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

Quote: City of Green Bay FD 2500 LT Crew

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) Theft Deterrent System and (C49) rear-window defogger (Requires (PCL) Convenience Package.)	\$525.00
PCL	Convenience Package includes (UF2) Cargo bed LED lighting, (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (N37) manual tilt/telescoping steering column, (T3U) LED fog lamps (Requires (ZM9) Heat Package and (B59) Remote Start Package.)	Inc.
PDU	All Star Edition for Crew Cab and Double Cab models, includes (PCL) Convenience Package and (PQB) Safety Package (Not available with (PDA) Texas Edition or (ZW9) pickup bed delete.) *GROSS*	\$2,320.00
PQB	Safety Package includes (UD5) Front and Rear Park Assist, (UKV) Trailer Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert, (UV2) HD Surround Vision, (UVN) Bed View Camera and (TRG) Trailer Camera Provisions Requires (PCL) LT Convenience Package and (DWI) trailer mirrors. Not available with (ZW9) pickup bed delete.)	Inc.
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)	\$300.00
WPK	Trail Boss Package Includes black grille bar with "Chevy Black Bow Tie", Black grille inserts, (SRI) 20" High gloss Black painted wheels, (VB5) High Gloss Black painted front bumper, (VT5) High Gloss Black painted rear bumper, (UGA) Red Tow Hooks, (QFG) LT275/65R20 BF Goodrich off-road tires, Black skid plate, Black badging, Black bowtie on horn pad, (DP6) High Gloss Black mirror caps, Black hood vent surround, and (CGN) Chevytec spray-on bedliner. (4WD Crew Cab only. Requires (PCL) Convenience Package, (PQB) Safety Package, (Z71) Off Road Package and Black Interior. Includes high-intensity LED headlamps and (DWI) trailer mirrors. When ordered with (QK2) Multi-Flex tailgate, will include Black tailgate bowtie. Not available with (PDA) Texas Edition, (PDZ) Z71 Off-Road and Protection Package, (ANQ) Alaskan Snow Plow Special Edition, (WBL) Z71 Chrome Sport Edition, (ZW9) pickup bed delete or any LPO wheels.)	\$3,965.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. Includes (QXT) LT265/70R17 all-terrain, blackwall tires and molded in color Black grille. Included with (PDZ) Z71 Off-Road and Protection Package. "4X4" decals on bed are replaced with "Z71" fender badge. Not available with (ZW9) pickup bed delete.)	\$175.00
ZM9	Heat Package includes (KA1) Heated driver and passenger seats and (KI3) Heated steering wheel (Requires (PCL) LT Convenience Package.)	\$400.00



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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

Quote: City of Green Bay FD 2500 LT Crew

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$135.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.
UGA	Recovery hooks, front, frame-mounted, Red (Included and only available with (WPK) Trail Boss Package.)	Inc.

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Quote: City of Green Bay FD 2500 LT Crew

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
B1J	Wheelhouse liners, rear (Included with (WPK) Protection Package. Not available with (ZW9) pickup bed delete.)	\$140.00
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (PDZ) Z71 Off-Road and Protection Package, (WPK) Trail Boss Package, (WBL) Z71 Chrome Sport Edition, (Z6A) Gooseneck/5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE) or (TCE), not available with any other Ship Thru code.)	Inc.
DP6	Mirror caps, high-gloss Black (Included and only available with (WPK) Trail Boss Package.)	Inc.
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Crew Cab and Double Cab models require (PQB) Safety Package. Requires (PCL) Convenience Package or (PDN) Chevrolet Bowtie Accent Package, LPO. Includes (DD8) auto-dimming rearview mirror.)	Inc.
T3U	Fog lamps, front, LED (Included and only available with (PCL) Convenience Package. Available free flow with fleet or government sales order.)	Inc.
T4L	Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps (Included and only available with (WPK) Trail boss Package or (WBL) Z71 Chrome Sport Edition.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCL) Convenience Package. Not available with (ZW9) pickup bed delete.)	Inc.
VB5	Bumper, front (Included and only available with (WPK) Trail Boss Package or (WBL) Z71 Chrome Sport Edition. (WPK) Trail Boss Package is High Gloss Black. (WBL) Z71 Chrome Sport Edition will be body-color.)	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00
VT5	Bumper, rear (Included and only available with (WPK) Trail Boss Package or (WBL) Z71 Chrome Sport Edition. (WPK) Trail Boss Package is High Gloss Black. (WBL) Z71 Chrome Sport Edition will be body-color.)	Inc.

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Quote: City of Green Bay FD 2500 LT Crew

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCL) Convenience Package.)	Inc.
BTV	Remote vehicle starter system (Included and only available with (B59) Remote Start Package.)	Inc.
C49	Defogger, rear-window electric (Included with (B59) Remote Start Package.)	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCL) Convenience Package.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not available with (DRZ) Rear Camera Mirror.)	Inc.
KA1	Seating, heated driver and front outboard passenger (Included and only available with (ZM9) Heat Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)	Inc.
KI3	Steering wheel, heated (Included and only available with (ZM9) Heat Package.)	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet)	\$0.00
N37	Steering column, manual tilt and telescoping (Included and only available with (PCL) Convenience Package.)	Inc.
UBI	USB ports, rear, dual, charge-only	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (B59) Remote Start Package.)	Inc.

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Quote: City of Green Bay FD 2500 LT Crew

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
TRG	Trailer Camera Provisions and trailer viewing software (Included and only available with (PQB) Safety Package. Not available on Regular Cab models.)	Inc.
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PQB) Safety Package. Not available with (ZW9) pickup bed delete.)	Inc.
UET	In-Vehicle Trailering App, System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module (Included and only available with (PCM) Convenience Package II or (PQB) Safety Package.)	Inc.
UFG	Rear Cross Traffic Alert (Included and only available with (PQB) Safety Package.)	Inc.
UKV	Trailer Side Blind Zone Alert (Included and only available with (PQB) Safety Package. Not available with (ZW9).)	Inc.
UV2	HD Surround Vision (Included and only available with (PQB) Safety Package. Not available on Regular Cab models.)	Inc.
UVN	Bed View Camera camera in the CHMSL to show a view of the cargo bed, display located in infotainment screen, includes Two Trailer Camera Provisions (Included and only available with (PQB) Safety Package. Not available with Regular Cab models or (ZW9) pickup bed delete.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVS	LPO, Assist steps - 4" Black - round (dealer-installed) (Not available with any other assist steps.)	\$850.00
VQK	LPO, Molded splash guards, Black (dealer-installed) (Not available with (ZW9) pickup bed delete.)	\$225.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
VQ2	Fleet Processing Option	\$0.00
Options Total		\$8,535.00

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay FD 2500 LT Crew

Mechanical	
	Durabed, pickup bed
	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
	GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)
	Push Button Start
	Air filter, heavy-duty
	Air filtration monitoring
	Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
	Auto-locking rear differential
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Trailer brake controller, integrated
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)
	Suspension Package
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
	Exhaust, single, side

Exterior	
	Wheels, 17" (43.2 cm) machined aluminum (STD)

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Quote: City of Green Bay FD 2500 LT Crew

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)
Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumper, front chrome
Bumper, rear chrome
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
Mirror caps, Black
Glass, deep-tinted
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, gate function manual with EZ Lift includes power lock and release (Deleted when (ZW9) pickup bed delete is ordered. Not available with (PCM) Convenience Package II unless (QK2) Multi-Flex tailgate is ordered.)
Door handles, body-color

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Quote: City of Green Bay FD 2500 LT Crew

Entertainment

Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)
SiriusXM Trial Subscription
SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Steering wheel audio controls
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (On Crew Cab and Double Cab models, not available with (PCM) Convenience Package II unless (PCL) LT Convenience Package I is ordered.)
Cloth seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
Floor covering, color-keyed carpeting
Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
Floor mats, rubberized-vinyl rear (Not available with Regular Cab models. Deleted when LPO floor liners are ordered.)
Steering wheel, wrapped
Steering column, Tilt-Wheel, manual with wheel locking security feature
Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display

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Quote: City of Green Bay FD 2500 LT Crew

Interior

Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Keyless Open and Start
Cruise control, electronic with set and resume speed, steering wheel-mounted
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control
--

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

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Safety-Interior

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

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Quote: City of Green Bay FD 2500 LT Crew

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920-623-5800
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-01



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

Quote Worksheet

	MSRP
Base Price	\$64,700.00
Dest Charge	\$1,995.00
Total Options	\$7,125.00
Subtotal	\$73,820.00
Title & Registration (New Plates)	\$169.50
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$6,540.00)
Subtotal Discount	(\$6,540.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$67,587.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$67,587.00

Comments:

Subject to GM order approval. Delivery timeframe cannot be anticipated until the order is submitted and accepted by GM.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10706	2025 Chevrolet Tahoe 4WD 4dr LT	\$64,700.00

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Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

COLORS

CODE	DESCRIPTION
GBA	Black

NOTE

CODE	DESCRIPTION	MSRP
**	** FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine only.) (STD)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (Standard on 4WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine or standard on 2WD models with (LZ0) Duramax 3.0L Turbo-Diesel engine.) (STD)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
RBR	Wheels, 22" x 9", Steel, Interim (Included and only available with any 22" LPO wheels.)	Inc.

TIRES

CODE	DESCRIPTION	MSRP
XCG	Tires, 275/50R22SL all-season, blackwall (Included and only available with any 22" RPO or LPO wheels.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A50	Seats, front bucket (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0Y	Jet Black, Leather-Appointed seating surfaces	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	\$0.00

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Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
NHT	Max Trailering Package includes (ZL6) Advanced Trailering Package, (JL1) trailer brake controller and (V03) extra capacity cooling system (Requires (Y55) Comfort Package except when included with (PCU) Sun and Tow Package. Included with (PCU) Sun and Tow Package. Also includes (NQH) 2-speed active transfer case and (JHD) Hill Descent Control on 4WD models.	\$590.00
WPL	Luxury Package includes (DD8) Inside rearview auto-dimming mirror, (UG1) Universal Home Remote and (T40) LED front fog lamps (Included and only available with (Y55) Comfort Package.)	Inc.
Y55	Comfort Package includes (A45) memory settings, (UQS) Bose 10-speaker Surround with CenterPoint, (DXR) outside heated power-adjustable, power-folding, body-color mirrors with driver-side auto-dimming and integrated turn signal indicators, (K13) heated steering wheel, (KA6) second row outboard heated seats, (ATT) second row power 60/40 split-folding bench seats, (AS8) third row power 60/40 split-folding bench seats, (TGE) LED animated headlamps and (TAU) LED animated tail lamps (Also includes (WPL) Luxury Package content. (ATT) second row power 60/40 split-folding bench seats upgradeable to (ATN) second row power bucket seats. Not available with (PCU) Sun and Tow Package.)	\$2,215.00
ZL6	Advanced Trailering Package includes (UKW) Blind Zone Steering Assist with Trailering, (PZ8) Hitch View and (UET) Smart Trailer Integration Indicator (Included and only available with (NHT) Max Trailering Package.)	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JHD	Hill Descent Control (Included and only available with (NHT) Max Trailering Package on 4WD models.)	Inc.
JL1	Trailer brake controller, integrated (Included and only available with (NHT) Max Trailering Package.)	Inc.
NQH	Transfer case, active, 2-speed electronic Autotrac with rotary controls, includes neutral position for dinghy towing (Included and only available with (NHT) Max Trailering Package on 4WD models only.)	Inc.
PZ8	Hitch View with image adjustment, Pan/Zoom (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
V03	Cooling system, extra capacity (Included and only available with (NHT) Max Trailering Package. Not included when (LZ0) Duramax 3.0L Turbo-Diesel engine is ordered.)	\$0.00

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Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
DXR	Mirrors, outside heated power-adjustable, power-folding, driver-side auto-dimming integrated turn signal indicators and puddle lighting (Included and only available with (Y55) Comfort Package.)	Inc.
T40	Fog lamps, front LED (Included and only available with (WPL) Luxury Package.)	Inc.
TAU	Tail lamps, LED, includes animated lighting (Included and only available with (Y55) Comfort Package.)	Inc.
TGE	Headlamps, LED, with LED Daytime Running Lamps includes animated lighting (Included and only available with (Y55) Comfort Package.)	Inc.
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)	\$0.00

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	MSRP
UQS	Audio system feature, Bose 10-speaker Surround with CenterPoint (Included and only available with (Y55) Comfort Package.)	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A45	Memory settings, recalls 2 "driver" presets for power driver seat, outside rearview mirrors and power and tilt and telescopic steering column (if equipped) (Included and only available with (Y55) Comfort Package.)	Inc.
AS8	Seats, third row 60/40 split-bench, power folding (Included and only available with (Y55) Comfort Package.)	Inc.
ATT	Seats, second row 60/40 split-folding bench, power release (Included and only available with (Y55) Comfort Package. Upgradeable to (ATN) second row power bucket seats. Not available with (PCU) Sun and Tow Package, (PDN) Advanced Technology Package or (LZ0) Duramax 3.0L Turbo-Diesel engine.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (WPL) Luxury Package. Replaced by (DRZ) Rear Camera Mirror when (CWM) Technology Package is ordered.)	Inc.
KA6	Seats, heated second row outboard seats (Included and only available with (Y55) Comfort Package.)	Inc.
KI3	Steering wheel, heated (Included and only available with (Y55) Comfort Package.)	Inc.
UET	Smart Trailer Integration Indicator (Included and only available with (ZL6) Advanced Trailering Package.)	Inc.
UG1	Universal Home Remote includes garage door opener, programmable (Included and only available with (WPL) Luxury Package.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKW	Blind Zone Steering Assist with Trailering (Included and only available with (NHT) Max Trailering Package.)	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

ADDITIONAL EQUIPMENT - LPO		
CODE	DESCRIPTION	MSRP
CAV	LPO, All-weather cargo mat (dealer-installed) (Included and only available with (RGJ) All-Weather Protection Package, LPO.)	Inc.
PDC	LPO, Dark Essentials Plus Package (dealer-installed) (Includes (SRV) 22" Multi-spoke Gloss Black wheels, LPO, (SFZ) Black bowtie emblems, LPO and (RIK) Black nameplates, LPO. Not available with (PDV) Chrome Package, LPO, (PDB) Dark Essentials Package, LPO or any other LPO center caps.)	\$3,595.00
RGJ	LPO, All-Weather Liner Protection Package includes (RIA) 1st and 2nd row all-weather floor liners, LPO, (RIB) 3rd row all-weather floor liner, LPO and (CAV) all-weather cargo mat, LPO (dealer-installed) (Not available with (RGH) Interior Protection Package, LPO.)	\$475.00
RIA	LPO, All-weather floor liners, 1st and 2nd rows (dealer-installed) (Included and only available with (RGJ) All-Weather Protection Package, LPO.)	Inc.
RIB	LPO, All-weather floor liners, 3rd row (dealer-installed) (Included and only available with (RGH) Interior Protection Package, LPO or (RGJ) All-Weather Liner Protection Package, LPO.)	Inc.
RIK	LPO, Black nameplates (dealer-installed) (Included and only available with (PDB) Dark Essentials Package, LPO or (PDC) Dark Essentials Plus Package, LPO.)	Inc.
SFZ	LPO, Black bowtie emblems, front and rear (dealer-installed) (Included and only available with (PDB) Dark Essentials Package, LPO.)	Inc.
SRV	LPO, 22" (55.9 cm) Multi-spoke Gloss Black wheels LPO wheels will come with 4 steel 22" wheels from the factory with alignment specs set to 22" LPO wheel selected (dealer-installed) (Included with (PDC) Dark Essentials Package, LPO. Includes wheel locks and not (SFE) wheel locks, LPO. Not available with (SFE) wheel locks, LPO.)	Inc.
VQK	LPO, Molded splash guards (dealer-installed)	\$250.00
Options Total		\$7,125.00

Standard Equipment

Mechanical	
	Suspension, Premium Smooth Ride
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine only.) (STD)
	Rear axle, 3.23 ratio
	GVWR, 7600 lbs. (3447 kg) (Standard on 4WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine or standard on 2WD models with (LZ0) Duramax 3.0L Turbo-Diesel engine.) (STD)

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Napleton Chevrolet Columbus

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (✔ Complete)

Quote: City of Green Bay Tahoe LT

Mechanical
Keyless start, push button
Automatic Stop/Start
Engine control, stop/start system disable button, non-latching
Engine air filtration monitor
Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)
Differential, mechanical limited-slip
4-wheel drive
Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (Deleted when (LZ0) Duramax 3.0L Turbo-Diesel engine is ordered.)
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Battery, 730 cold-cranking amps with 80 amp hour rating (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
Alternator, 220 amps (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
Trailer sway control
Hitch Guidance
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Exhaust, single system, single-outlet
Mechanical Jack with tools

Exterior
Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)
Wheel, full-size spare, 17" (43.2 cm) steel
Tire, spare P265/70R17 all-season, blackwall

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (✔ Complete)

Quote: City of Green Bay Tahoe LT

Exterior

- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, upper (Standard with (L84) 5.3L EcoTec3 V8 engine only.)
- Fascia, front
- Luggage rack side rails, roof-mounted, bright
- Assist steps, Black with chrome accent strip
- IntelliBeam, automatic high beam on/off
- Headlamps, LED
- Tail lamps, LED
- Mirrors, outside heated power-adjustable, manual-folding, body-color
- Mirror caps, body-color
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, acoustic, laminated
- Glass, windshield shade band
- Windshield, solar absorbing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate, rear power with programmable memory height

Entertainment

- Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)
- Audio system feature, 6-speaker system
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- 5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (Complete)

Quote: City of Green Bay Tahoe LT

Entertainment

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Wireless Apple CarPlay/Wireless Android Auto

Interior

- Seats, front bucket (STD)
- Seat trim, leather-appointed front seats
- Seat adjuster, driver 8-way power
- Seat adjuster, front passenger 8-way power
- Seat adjuster, driver 2-way power lumbar
- Seat adjuster, front passenger 2-way power lumbar
- Seats, heated driver and front passenger
- Seats, second row 60/40 split-folding bench, manual
- Seats, third row 60/40 split-folding bench, manual
- Memory settings, recalls 2 "driver" presets for power driver seat
- Console, floor with storage area and removable storage tray
- Floor covering, color-keyed carpeting
- Floor mats, color-keyed carpeted first and second row, removable (Deleted when LPO floor mats or LPO floor liners are ordered.)
- Electronic Precision Shift
- Steering column lock, electrical
- Steering column, manual tilt and telescopic
- Steering wheel, 3-spoke, wrapped
- Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
- Driver Information Center, 11" diagonal multi-color digital display
- Door locks, power programmable with lockout protection and delayed locking
- Keyless Open includes extended range Remote Keyless Entry

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (✔ Complete)

Quote: City of Green Bay Tahoe LT

Interior

Remote start
Window, power with driver Express-Up/Down
Window, power with front passenger Express-Up/Down
Windows, power with rear Express-Down
Adaptive Cruise Control
Theft-deterrent system, electrical, unauthorized entry
Wireless Phone Charging, for portable devices
USB ports, 2 type-A and C, charge and data located inside center console
USB ports, 2 type-A and C, charge and data, located on front console
USB ports, 2 type-C, charge-only, located in third row
Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
Air conditioning, rear
Defogger, rear-window electric
Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area
Mirror, inside rearview manual day/night
Visors, driver and front passenger illuminated vanity mirrors, sliding
Assist handles, overhead, driver and front passenger, located in headliner
Assist handles, front passenger A-pillar and second row outboard B-pillar
Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
Cargo management system
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian and Bicyclist Braking
Intersection Automatic Emergency Braking intersection alert, braking
Enhanced Automatic Emergency Braking
Reverse Automatic Braking

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Quote: City of Green Bay Tahoe LT

Safety-Mechanical	
	StabiliTrak, stability control system with brake assist, includes traction control
Safety-Interior	
	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Hill Start Assist
	Blind Zone Steering Assist (Replaced by (UKW) Blind Zone Steering Assist with Trailing when (NHT) Max Trailing Package is ordered.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	Enhanced Automatic Parking Assist
	HD Surround Vision
	Rear Camera Washer
	Rear Cross Traffic Braking
	Rear Pedestrian Alert
	Side Bicyclist Alert
	Lane Keep Assist with Lane Departure Warning, enhanced (Upgradeable to (UKL) Super Cruise.)
	Forward Collision Alert
	Safety Alert Seat
	Rear Seat Reminder
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24235. Data Updated: Dec 18, 2024 6:44:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LT (✔ Complete)

Quote: City of Green Bay Tahoe LT

Safety-Interior

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 24235. Data Updated: Dec 18, 2024 6:44:00 PM PST.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # M.5

To approve that all future spending requests funded by ARPA interest earnings are directed through the Finance Committee and to receive and place on file the report of American Rescue Plan Act (ARPA) dollars generated from interest revenue.

BACKGROUND

RECOMMENDATION

None.

FISCAL IMPACT

ATTACHMENTS

- I. ARPA interest recap as of 1-23-25

ARPA INTEREST RECAP - fund 218, project 83104

<u>APPROVED</u>	\$ Approved	\$ Paid (thru 1/15/25)	
Carlson Dettman market assessment	\$ 25,000	\$ 12,200	
Icon Lambeau field lease consulting	\$ 50,000	\$ 51,200	
2024 Budget - Red Smith project	\$ 5,000	\$ 5,000	
2024 Budget- 1% COLA move 1/1 = \$250K	\$ 248,925	\$ 248,925	
Software & consulting/Facilities Mngt Div	\$ 100,000		10/15/24 CC approved
Legal for abandoned railyard 2/27/24 FC	\$ 6,034	\$ 6,034	218140 53021 83104
2025 budget - one time funding	\$ 200,000		
Park shelter locks	\$ 78,000		
Fire Station analysis add-on to \$20K alloc	\$ 20,000	\$ 10,975	Discussed at development team
FGM Architects space needs 7/30/24 CC	\$ 110,000	\$ 44,640	
Leicht Park container bar - semi permanent	\$ 55,000		Council approval on 1-21-25
	\$ -		
Total paid	\$ 897,959	\$ 378,974	

RECOMMENDED:

Fortinac/Cybersecurity/DataCenter needs	\$ 140,000	Still needed at budget time
Police Mobile Response Team	\$ 120,000	Recommended at budget time
4th floor - North end renovation	\$ 100,000	Maybe an Architect fee
Tyler Cashiering equipment upgrade	\$ 30,000	Mayor ok to take to FC-1/21/25
Raze cost for property on 1218 Velp	\$ 182,000	Rolled to tax roll/foreclosure?
Ad Hoc Facilities - building repairs fund	\$ 150,000	Staff to ask if needed
	\$ -	
Total recommended	\$ 722,000	

REVENUE: 218100 48100

Interest income 2021	\$ (10,965)
Interest income 2022	\$ (269,998)
Interest income 2023	\$ (1,106,041)
Interest income 2024	\$ (1,241,658)
Interest income 2025	\$ -
Total interest income	\$ (2,628,662)

TOTALS

Revenue	\$ (2,628,662)
Paid	\$ 378,974
Approved but not paid	\$ 518,985
Recommended	\$ 722,000
Available balance	\$ (1,008,703)



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # M.6

To approve the 2024 Law Department Budget Carry-Over request of Legal Expenses in an amount of \$164,880.92 for anticipated litigation and other legal costs continuing through the 2025 Fiscal Year.

Common Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Law-2024 Budget Carry-Over Request
2. 2024 YTD budget - Law department as of 1-23-25

**RESOLUTION AUTHORIZING
2025 BUDGET AMENDMENT / 2024 CARRY-OVER REQUEST**

February 4, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, BE IT RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of January 28, 2025, the following 2025 budget amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101140-53021 Legal Expenses	\$164, 880.92

**This budget amendment is to carry-over 2025 unspent budget for legal expenses anticipated to be necessary for continuing litigation and other legal matters.

Adopted _____

Approved _____

Mayor

Clerk



City of Green Bay

CITY OF GREEN BAY YEAR-TO-DATE BUDGET REPORT

FOR 2024 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL							
14 LAW							
140 LAW							
101140 50001 REGULAR SA	657,269	0	657,269	534,502.57	.00	122,766.43	81.3%
101140 50005 COMP TIME	0	0	0	7,267.77	.00	-7,267.77	100.0%
101140 51101 VACATION P	0	0	0	38,595.28	.00	-38,595.28	100.0%
101140 51102 HOLIDAY PA	0	0	0	19,145.18	.00	-19,145.18	100.0%
101140 51103 PERSONAL D	0	0	0	6,841.28	.00	-6,841.28	100.0%
101140 51105 FUNRLLEAVE	0	0	0	1,164.24	.00	-1,164.24	100.0%
101140 51108 SICK PAY	0	0	0	14,351.56	.00	-14,351.56	100.0%
101140 51201 HEALTH INS	84,061	0	84,061	91,114.70	.00	-7,053.70	108.4%
101140 51202 DENTAL INS	5,951	0	5,951	5,797.81	.00	153.19	97.4%
101140 51203 LIFE INSUR	790	0	790	698.42	.00	91.58	88.4%
101140 51210 SOCIAL SEC	39,666	0	39,666	36,763.79	.00	2,902.21	92.7%
101140 51211 MEDICARE	9,279	0	9,279	8,614.75	.00	664.25	92.8%
101140 51301 WRS - EMPL	44,867	0	44,867	42,361.30	.00	2,505.70	94.4%
101140 51401 CAR ALLOWA	180	0	180	.00	.00	180.00	.0%
101140 52001 TRAINING &	6,585	0	6,585	4,816.93	.00	1,768.07	73.2%
101140 53002 COPY MACHI	1,600	0	1,600	1,218.69	.00	381.31	76.2%
101140 53021 LEGAL EXPE	60,800	186,000	246,800	74,223.98	.00	172,576.02	30.1%
101140 54002 OFFICE SUP	4,220	0	4,220	2,921.73	.00	1,298.27	69.2%
101140 54004 BOOKS,MAPS	9,237	0	9,237	9,036.39	.00	200.61	97.8%
101140 56302 CELL PHONE	1,200	0	1,200	775.60	.00	424.40	64.6%
101140 57098 DEPT INSUR	16,400	0	16,400	3,890.00	.00	12,510.00	23.7%
TOTAL LAW	942,105	186,000	1,128,105	904,101.97	.00	224,003.03	80.1%
TOTAL LAW	942,105	186,000	1,128,105	904,101.97	.00	224,003.03	80.1%
TOTAL GENERAL	942,105	186,000	1,128,105	904,101.97	.00	224,003.03	80.1%
TOTAL EXPENSES	942,105	186,000	1,128,105	904,101.97	.00	224,003.03	
GRAND TOTAL	942,105	186,000	1,128,105	904,101.97	.00	224,003.03	80.1%

** END OF REPORT - Generated by Diana Ellenbecker **



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # N.I**

To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

a. Deputy Clerk

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

1. Personnel Committee Request to Fill Memo
2. Deputy City Clerk - J. Fuge 01.28.25

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 28, 2025

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2025 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Deputy Clerk – Replacement position due to the resignation of Jaime Fuge effective January 28, 2025. This position is budgeted at \$67,954 to \$79,934 annually (Pay Grade I).

**Position Fill Request
Justification Report
January 21, 2025**

Position Title: Deputy City Clerk

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant following the resignation of Jaime Fuge effective at the end of the workday January 28, 2025.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, the position is included in the budget for 2025. The salary range is \$67,954 - \$79,934 annually (Pay Grade I).

- 3. Please list the functions and any special information regarding this position.**

The Deputy City Clerk supervises Administrative Clerks, oversees special assessment program and posts special assessments to tax roll, assists with elections, pre-election function, poll workers, poll location at election time, generates poll books, records absentees ballot, state reporting, maintains state voter registration system, acts as City Clerk in her absence by coordinating elections, managing the office, attending council meetings, and Board of Review.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

For the Clerks office, annual receipts for all programs is over \$350,000 annually.

- 5. Please explain why current staff is unable to absorb duties of this position.**

The Deputy City Clerk has important responsibilities related to elections, liquor licensing, and account reconciliation that cannot be absorbed by other staff members.

- 6. If duties of position are presently being done, how are they done?**

The department would appoint a current employee to fill in on an interim basis.

- 7. What service would be reduced or eliminated if this position is not filled?**

A large number of election functions would not be completed. Special assessment, balance of delinquent special assessments, and liquor licensing would be drastically impacted.

8. What are the alternative methods and costs of accomplishing the work?

Potentially hiring temporary Deputy City Clerk or Election Specialist, but would be a difficult position to fill.

9. Are there union issues?

No.

10. Other supporting comments.

None.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # N.2

To approve the request to increase the number of annual personal days for Fire Department Battalion Chiefs and Assistant Chiefs from 3 days to 4 days.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Batt Chief-Asst Chief Request for Additional Personal Day 01-2025
2. Chapter 9.20 Protective Service Employee Benefits



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Joseph Faulds, Chief of Operations

From: Melanie Falk, Human Resources Manager

Re: Request to increase the number of annual personal days for Fire Department Battalion Chiefs and Assistant Chiefs from 3 days to 4 days

Date: January 23, 2025

In October 2024, and as a result of negotiations with the Fire Fighter union, the employees represented by this union (Fire Fighters, Engineers, Lieutenants and Captains) received an additional personal day. This resulted in an increase from 3 days to 4 days annually, and provides continuity with the Police Officers' contract, which included a 4th personal day that was bargained in 2023.

Historically Fire Department Battalion Chiefs and the Assistant Chiefs have received the same fringe benefits as their union subordinates. In accordance with City policy, Chapter 9.20 (see attached), if the labor agreement provides a new benefit to the union employees, City Council authorization is needed to implement the new benefit for the department managerial employees.

As a result, in an effort to maintain consistency and to ensure alignment of leave benefits with the sworn employees that the Battalion Chiefs and Assistant Chiefs lead, it is recommended that the (6) Battalion Chiefs and (2) Assistant Chiefs receive (4) personal days each year.

Thank you for your consideration.

Cc: Fire Chief Matthew Knott
Assistant Fire Chief Ryan Gibbons

9.20 PROTECTIVE SERVICE EMPLOYEES

Police and Fire Department managerial employees not represented by a bargaining unit have historically received the same fringe benefits as their union subordinates. Where the benefits outlined above conflict with those afforded by the respective labor agreements (i.e., Police Supervisors Agreement for Police Managers and Firefighters Contract for Fire Managers) the labor agreements will apply. These managers will also receive clothing allowance consistent with the appropriate labor agreement. However, no new benefits will be allowed after March 3, 2015 (the date of adoption of these policies), without specific City Council action. Health and Dental insurance coverage and contributions will be consistent with this policy.

9.20.1 Police Captains will receive vacation, catastrophic leave, holidays and escrow benefits consistent with the terms of the Lieutenants under the Supervisory bargaining unit and will receive shift differential pay. Police Captains will be scheduled for 2080 annual hours.

9.21 COBRA

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA, also known as Public Law 99-272, Title X) was enacted. This Federal law requires that employers with 20 or more employees offer employees and/or their dependents a continuation of medical and dental coverage in certain instances where coverage under the plan would otherwise terminate.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY

AGENDA ITEM # N.3

To approve the 2025 labor agreement between the City of Green Bay and Green Bay Professional Police Association.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo for Committee(GBPPA Agreement)
2. 2025-2026 - CITY and GBPPA CONTRACT - strikethrough
3. 2025-2026 - CITY and GBPPA CONTRACT - Final



INTEROFFICE MEMORANDUM GREEN BAY POLICE DEPARTMENT

January 24, 2025

To: Common Council Personnel Committee

From: Chris Davis
Chief of Police

Subject: 2025-2026 Green Bay Professional Police Association Labor Agreement

I am pleased to present the final draft of the 2025-2026 Green Bay Professional Police Association (GBPPA) Labor Agreement. This agreement is the product of several months of productive and collaborative work between the City's bargaining team and the Association's representatives. The agreement reflects a fair deal for both the City and the Association, and the bargaining team recommends approval by the Committee and the Common Council.

There are a number of substantive changes to the agreement from the prior version:

Article 5.2.1: Members in uniformed assignments in divisions other than Operations may participate in shift trades.

Article 5.8.1: Reduce minimum staffing for sergeants from 2 to 1 between 0300 and 0600.

Article 6.2: Members may elect to take overtime hours worked as paid OT or comp time when requesting compensation at the conclusion of the overtime assignment. No impact to limit on comp time accrual or other terms.

Article 6.2: Compensatory time may be paid out a maximum of twice per year, at the member's choosing.

Article 6.3.1: An officer cancelling an event overtime assignment must find their own replacement. Current language allows officers to cancel with 10 days' notice, placing the burden on the City to find their replacement.

Article 6.3.2: Expand the eligibility to perform patrol overtime work to include School Resource Officers and full-time officers in the Training Unit.

Article 6.3.2: Sergeants to be limited to doing supervisory work on overtime, with an exception for special events and emergencies. This does away with the practice of sergeants working overtime as patrol officers.

Article 6.8: Lambeau Field requiring the activation of the Incident Command System (used for larger, more complex events) paid at double time. Previously, the double time provision only

applied to Packer games. This would add two double time compensated events per year. Double time does not apply to 2025 NFL Draft events, regardless of location.

Article 7.8.6: Add Field Training Supervisor pay language parallel to that in the Lieutenants' Agreement.

Article 7.14.9: Remove time limit for assignment of BHU officers.

Article 7.20: Remove time limit for assignment of PSD officers, as well as the requirement that PSD officers be Field Training Officers and the requirement that they return to their previous position upon leaving PSD.

Article 7.21: Clean up language clarifying length of term for DTF officers and no ability to reapply upon leaving the assignment. Remove requirement that an officer be at the pay grade of Advanced Patrol Officer or greater to apply, as this is redundant with the requirement in 7.21.1 that applicants have a minimum of 3 years' GBPD service.

Article 7.24: Incorporate Training Officer MOU adding Training Officer language applying the Rangemaster terms to any officer assigned full-time to the Training Unit. This is necessary after the conversion of a Lieutenant position in the unit to an Officer position

Article 7.25: Incorporate Traffic Sergeant MOU.

Article 7.26: Incorporate Canine Sergeant MOU.

Article 7.27: Allow for assignment of Detectives to PSD; duties will not include recommendations related to allegation findings, the imposition of discipline, or the amount of discipline.

Article 21: Allows the Association to determine dues to be deducted from each member's paycheck. Members' payroll deduction authorization now applies to whatever amount the Association determines for dues, rather than needing to be re-authorized whenever dues change. The Association will notify the City at least 30 days in advance of any change in dues to be deducted.

Article 22.1: Add 1 paid holiday for Martin Luther King Day.

Article 22.1.1: Eliminate the floating holiday.

Article 23: Add one personal day, for a total of 5 per year; no change in terms for use of personal days.

Article 24: Delete Counseling Register language, which included records purging requirements inconsistent with Wisconsin Law since the 2021 enactment of Act 82 (Wis. Stat. § 165.85). Incorporates the Service Improvement Opportunity process, which replaces the Counseling

Register. Establishes the concept of Command Counseling, which is informal corrective action taken to address a sustained policy violation finding at the end of an administrative investigation.

Article 26.2: Difference between GBPD pay and military pay made up by the City for up to 15 days per year for military training related to members' Reserve/National Guard obligations. This is similar to provisions in other Wisconsin agencies' bargaining agreements.

Article 28.1: Eliminate the waiver process for training courses not offered to the senior most qualified officer. The Association retains the right to grieve cases where they believe training was assigned due to favoritism or discrimination, or was denied in retaliation.

Article 30.5.1: Minimum time of service to apply for promotion to Sergeant reduced to 5 years, or combination of at least 3 years with GBPD and full-time, sworn service at a similar or larger department adding up to a total of 5 years. Cleanup language codifying the practice of applying the time requirement as of the date the posting closes.

Article 30.5.3: Acting Sergeants may be appointed for long-term absences or when there is a vacant Sergeant position with no current eligibility list. The City must make a legitimate effort to establish a list when the previous list expires or everyone on it is promoted. Acting Sergeants to be chosen in one of two ways:

- If an eligibility list exists, the acting position will be offered to the highest-ranked employee on the list. If that employee declines, the position will be offered to the next-highest-ranked, and so on until the position is filled or no one accepts.
- If no eligibility list exists, or no one on the list accepts the position, it will be offered to the senior officer on the shift where the vacancy occurs, unless that officer has recent disciplinary history detrimental to the position or is on a Development Assistance or Performance Improvement Plan.

Article 30.6.3: Sergeants filling non-supervisory roles on the SWAT Team must leave the team as of July 1, 2026.

Article 30.3.1 / Schedule A: Effective 1/1/2026, time to reach Specialist I classification (Step 6) reduced to 9 years.

Article 30.4.1 / Schedule A: Effective 1/1/2026, time to reach Specialist II classification (Step 7) reduced to 13 years.

Schedule A: Lateral officers started above Step 1 reach eligibility for higher steps on the same timeline as regular hires (for example, a lateral officer started at Step 3 would reach Step 4 in one year, rather than three years). No retroactive pay, but some employees with prior service in other comparable agencies will be upgraded in alignment with the new requirement.

Schedule A: Wages:

- 4% effective 1/1/2025
- 3% effective 1/1/2026

- 1% effective 7/1/2026
- .5% effective 12/31/2026

The agreement is retroactive to January 1, 2025. Bargaining team representatives will be present at the January 28 Committee Meeting to answer any questions you may have. Thank you for your attention to this important matter.

AGREEMENT
BETWEEN
CITY OF GREEN BAY
AND
GREEN BAY PROFESSIONAL POLICE
ASSOCIATION
(BARGAINING UNIT)

~~2023 – 2024~~ 2025 – 2026

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION/MANAGEMENT RIGHTS	4
ARTICLE 2.	PURPOSE OF AGREEMENT	4
ARTICLE 3.	GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS.....	5
ARTICLE 4.	HOURS	7
ARTICLE 5.	SHIFT ASSIGNMENTS.....	8
ARTICLE 6.	OVERTIME	12
ARTICLE 7.	SELECTION FOR SPECIALTY TEAMS AND ASSIGNMENTS	19
ARTICLE 8.	RETIREMENT	38
ARTICLE 9.	PAY PERIOD	38
ARTICLE 10.	PAY SCHEDULE	38
ARTICLE 11.	ADDITIONAL PAY.....	39
ARTICLE 12.	CLOTHING ALLOWANCE.....	40
ARTICLE 13.	DUTY INCURRED DISABILITY PAY	40
ARTICLE 14.	VACATIONS	40
ARTICLE 15.	VACATION PAY USED FOR SICKNESS.....	42
ARTICLE 16.	SICK LEAVE	42
ARTICLE 17.	HEALTH AND DENTAL INSURANCE.....	44
ARTICLE 18.	LIFE INSURANCE.....	44
ARTICLE 19.	JURY DUTY	44
ARTICLE 20.	FUNERAL LEAVE	44
ARTICLE 21.	DUES DEDUCTION.....	45
ARTICLE 22.	HOLIDAYS.....	45
ARTICLE 23.	PERSONAL LEAVE DAYS.....	45

ARTICLE 24.	DISCIPLINE	46
ARTICLE 25.	LEAVES OF ABSENCE	48
ARTICLE 26.	MILITARY LEAVE.....	48
ARTICLE 27.	EDUCATION CREDITS	48
ARTICLE 28.	TRAINING	49
ARTICLE 29.	BARGAINING UNIT ACTIVITY.....	52
ARTICLE 30.	ADVANCEMENTS & PROMOTIONS	52
ARTICLE 31.	WAGE-HOUR LEGISLATION.....	57
ARTICLE 32.	AMENDMENT PROVISION.....	57
ARTICLE 33.	SAVINGS CLAUSE.....	57
ARTICLE 34.	RESIDENCY	57
ARTICLE 35.	NO OTHER AGREEMENT	57
ARTICLE 36.	CHANGES IN THE TERMS OF THIS AGREEMENT.....	58
ARTICLE 37.	TERM OF AGREEMENT	58
ARTICLE 38.	DRUG TESTING	58
ARTICLE 39.	UNIT DUTIES	64
SCHEDULE A.		68
APPENDIX A.		69
APPENDIX B.		71

**CITY OF GREEN BAY - POLICE DEPARTMENT
LABOR AGREEMENT**

THIS AGREEMENT, made and entered into according to the provisions of section 111.70 Wis. Stats. by and between the City of Green Bay as municipal employer, (hereinafter called the "City") and the Bargaining Unit of the Green Bay Police Department (hereinafter called the "Bargaining Unit").

**ARTICLE 1
RECOGNITION/MANAGEMENT RIGHTS**

1.1 UNIT. The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time personnel of the Police Department having powers of arrest employed by the City, excluding the rank of Chief of Police, Commander, Captain and Lieutenant in the matter of wages, hours, and working conditions. Prior to any negotiations, the City shall be furnished with a list of the membership of the Bargaining Unit.

1.2 MANAGEMENT RIGHTS. The Union recognizes the prerogative of the City, subject to its duties to collectively bargain, to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not abridged, delegated or modified by this Agreement, are retained by the City, including the power of establishing policy to hire all employees, to determine qualifications and conditions of continued employment, to dismiss, demote, and discipline for just cause, to determine reasonable schedules of work, to establish the methods and processes by which such work is performed. The City further has the right to establish reasonable work rules, to delete positions from the Table of Organization due to lack of work, lack of funds, or any other legitimate reasons, to determine the kinds and amounts of services to be performed as pertains to City government and the number and kinds of classifications to perform such services, to change existing methods or facilities, and to determine the methods, means and personnel by which City operations are to be conducted. The City agrees that it may not exercise the above rights, prerogatives, powers or authority in any manner which alters, changes or modifies any aspect of the wages, hours or conditions of employment of the Bargaining Unit, or the terms of this agreement, as administered, without first collectively bargaining the same or the effects thereof.

**ARTICLE 2
PURPOSE OF AGREEMENT**

2.1 GENERAL. It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the Green Bay Police Department (GBPD) Bargaining Unit and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement, the City agrees that there shall be no discrimination by the City against any employee covered by this agreement because of membership or activities in the Bargaining Unit, nor shall the City interfere with the right of such employees to become members of the Bargaining Unit. The City retains all rights, powers, or authority that it had prior to this Agreement.

2.2 DISCRIMINATION. Neither the Employer nor the Union shall discriminate in any manner whatsoever against any employee as defined in Section 111.32 et seq. of Wisconsin Statutes.

42 **ARTICLE 3**

43 **GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS**

44 3.1 GRIEVANCE DEFINITION. A grievance is defined as any complaint involving wages, hours and
45 conditions of employment of members of the bargaining unit, other than proceedings
46 conducted pursuant to Section 62.13, Wis. Stats. A grievant may be a member or the
47 Association. In either case, the Association retains sole authority to determine whether or not
48 to file and/or pursue any grievance, and whether to resolve any grievance on behalf of the
49 Association or on behalf of a member. Upon the mutual agreement of the parties hereto,
50 grievances involving the same issues may be consolidated in one proceeding.

51 3.2 SUBJECT MATTER LIMIT. Only one subject matter shall be covered in any one grievance. A
52 written grievance shall contain the name and position of the grievant, a clear and concise
53 statement of the grievance, including whether the Association is to be considered the grievant,
54 the relief sought, the date the incident or violation occurred, the signature of the grievant and
55 the date, and a signature of an Association representative authorizing the grievance filing.

56 3.3 CHIEF INVESTIGATION. The Chief of Police may confer with the Union and such employees or
57 other persons deemed appropriate before making a determination.

58 3.4 COMPUTATION OF TIME. The days indicated at each step should be considered a maximum.
59 Working days as used in this article shall mean Monday through Friday, excluding holidays. The
60 failure of the party to file or appeal the grievance in a timely fashion as provided herein shall
61 be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion
62 shall have the right to automatically proceed to the next step of the grievance procedure. The
63 time limits may be extended by mutual consent.

64 3.5 REMOVAL FROM SPECIALTY TEAM OR ASSIGNMENT. Removal from a specialty team position
65 or assignment shall only be for cause. Examples of "cause" may include but are not limited to
66 poor performance, reluctance to perform assigned duties, failure to successfully complete
67 training, continued failure to be available for call-in, poor documentation and the like.

68 3.6 GRIEVABLE. An officer not selected for a specialty team position or assignment shall have the
69 right to grieve the decision through the grievance procedure. Only reasons capable of objective
70 proof shall be considered in the event that a determination of non-qualifications is made and
71 grieved.

72 3.7 WAIVER OF STEPS. Steps in the procedure may be waived by mutual agreement of the parties.

73 3.8 STEPS AND PROCEDURE.

74 3.8.1 STEP ONE. The grievant or Association on the grievant's behalf shall have the right to
75 present the grievance in writing to the Chief of Police within 25-working days after the
76 employee or the Association knew or should have known of the event giving rise to such
77 grievance. The Chief of Police shall furnish the grievant and the Association
78 representative an answer within 15-working days after receiving the grievance.

79 3.8.2 STEP TWO. If the grievance is not satisfactorily resolved at the first step, the Association
80 shall prepare a written grievance and present it to the Human Resources Director within
81 15-working days of the Chief of Police's response. The Human Resources Director shall
82 review the grievance and shall respond in writing within 15-working days after receipt

of the written grievance.

3.8.3 STEP THREE. If grievance is not resolved at the second step, the Association shall present the written grievance to the Personnel Committee within 15-working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 10-working days after their decision, which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The Association shall be given a 10-working day notice of said hearing.

3.8.4 STEP FOUR. If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 10-working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

3.9 GRIEVANCE ARBITRATION PROCEDURE.

3.9.1 ACCESS TO RECORDS. The employee or the bargaining unit shall have access to the City's investigative file and all other pertinent documents or information once a disciplinary action has been meted out, but no sooner than 8-days after such discipline has been meted out. Access to the employee's personnel file shall be subject to the restrictions of Section 103.13 (3) Wis. Stats. Nothing in this paragraph shall prohibit or restrict the City from taking a statement of the employee as part of an investigation to determine whether the employee should be disciplined.

3.9.2 DISCLOSURE OF WITNESSES. Any time after step 2 of the grievance procedure, either party may demand a list of witnesses that the other party intends to call by furnishing the other party with a list of witnesses of the demanding party. The other party, upon whom the request is made, shall respond to that request within 8-working days of the date of the request. The parties shall be under a continuing obligation to update and supplement the list of witnesses so provided. Any witness not identified in response to a demand before the date of the informal pre-hearing conference shall not be allowed as a witness in the case in chief in these proceedings.

3.9.3 DEPOSITIONS.

- a. Once a witness has been identified pursuant to the procedures set forth above, that witness may be deposed.
- b. Either party may identify witnesses they intend to call in these proceedings without receiving a demand from the other party. Upon identification of such witness, the party so identifying the witness shall, upon notice to the other party, be permitted to depose that witness for purposes of perpetuating testimony for the grievance hearing.
- c. Any depositions taken, whether during the investigation of the actions leading up to the discipline or at any point thereafter, may be used by either party at any step in the grievance procedure as may be otherwise provided by law.

3.10 COSTS. The party initiating the grievance shall pay for the administrative costs for initiating

arbitration. Any other expenses or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

3.11 DECISION OF ARBITRATOR. The decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

3.12 REPRESENTATIVES. The Bargaining Unit may appoint representatives of the bargaining unit and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 4 HOURS

4.1 NON-SHIFT EMPLOYEES. The work schedule for non-shift employees shall be equalized with that of the shift employees subject to approval of the Command Officer. Approval shall not be unreasonably withheld. The workday for non-shift employees shall be a maximum of eight and one-half hours.

4.2 SHIFT EMPLOYEES.

4.2.1 The work week for shift employees shall consist of 5-duty days with 3-days off in a repeating cycle. The work week for non-shift employees shall be 5-duty days during the normal work week with weekends off, as modified by the schedule set forth in the departmental reorganization of October, 1986 and shall be administered as to each employee as it now is.

4.2.2 The normal tour of duty shall be 8½-hours including roll call time. However, officers may return to the station after 8¼-hours in order to submit all usual and required written reports and information and to ascertain that they have been properly and correctly submitted before leaving the premises. In no event shall the completion of a required report become a matter involving overtime except with approval or at direction of the Command Officer.

4.3 TAKING OF OFF TIME. Officers may select, or pick, off time (vacation, personal days, compensatory time, accumulated overtime, and the like) outside of the normal vacation selection or pick procedure not more than 45-days before the day(s) in question in the following manner:

4.3.1 No such selection or pick shall be made more than 45-days before the day in question.

4.3.2 Within 45-days, but more than 30-days of the date in question, selection or picks may be made to the extent of the number of positions allowed off under the Labor Agreement regardless of staffing requirements and within applicable rules regarding seniority, off day groups, number of days per selection, and other pertinent rules.

4.3.3 Within 30-days but not less than 24-hours prior to the start of the time off requested, such selection shall be on a first come, first served basis regardless of seniority up to the number of officers allowed off under the Labor Agreement regardless of staffing requirements. The shift commander or other designated Command Officer may, in their

sole discretion, allow more officers off than the number of officers allowed off under the Labor Agreement regardless of staffing requirements in accordance with the above procedures for identifying the officers. In no event may an officer select time off without 24-hours notice prior to the start of the time off requested, to the shift commander or other designated Command Officer, but a shift commander or other designated Command Officer may, in their sole discretion, waive the 24-hour notice for reasons found sufficient. For purposes of this provision, officer means an 8½-hour shift.

4.4 FLEX TIME. Officers shall not be allowed to flex their hours in a workday except as explicitly provided for in the Agreement or specifically agreed to in writing between the City and the Association from time to time. Officers who work an administrative schedule (5-2, 4-3) may work on their flex day with Command Officer approval during their last five years of work before their declared retirement date.

4.5 MIDDAY SHIFT. The midday shift will comprise the hours of 10:30 am to 7:00 pm with officers assigned to a 5-3 group work schedule.

4.5.1 Officers will bid for the midday shift by department seniority by signing a general department posting.

4.5.2 Management retains the right to determine the number of officers to be assigned to the shift. The time frame to fill this shift will be determined based on where the officers bidding the shift come from.

ARTICLE 5 SHIFT ASSIGNMENTS

5.1 ASSIGNMENTS IN GENERAL. Assignments to shift positions shall be by seniority among those persons possessing the qualifications for the position to be filled. Assignments shall be made and persons with appropriate qualifications and seniority may bid for shift positions only when a vacancy exists in such position.

5.2 SHIFT TRADING. Officers shall be allowed, upon request, to have another officer substitute for the requesting officer on any given tour of duty under the following conditions:

5.2.1 The substitute member shall be of the same rank **as the requesting member and hold a uniformed assignment regardless of division.** ~~and be assigned to the same division as the requesting member.~~

5.2.2 The request shall be in writing and approved by the shift commander or Command Officer of both the requester and substitute, which said approval shall not be unreasonably withheld.

5.2.3 The consideration to the substituting officer, such as the requesting officer substituting for the substituting officer in the future, shall be strictly between said officers, without the City having any obligation whatsoever to be involved in enforcing any such agreement.

5.2.4 No trade may be made if the trade, when made, would result in an officer working more than 14¼-hours, in a combination of shift trade, training, duty hours and/or overtime, in any 24-hour period.

206 5.2.5 An officer who makes a partial trade with an officer on a contiguous shift with a
 207 30- minute overlap shall remain on duty an additional 15-minutes at the end of
 208 that shift without any additional compensation.

209 5.3 TRAINING OF NEW PERSONNEL. The training of new officers shall be conducted pursuant to
 210 the departmental field training program under the provisions of this Agreement, excepting
 211 that while in training, the department shall have the right to assign shifts, groups, jobs, and
 212 duties as is necessary or proper under the training program, and all selection rights in
 213 regard to the same contained in this Agreement shall not apply to such officers; provided
 214 that in all instances the provisions regarding the length of the work day, the work week,
 215 provisions regarding pay, including overtime (except such officers may not bid, or be
 216 inversed, for normal overtime) shall apply.

217 5.4 TEMPORARY ASSIGNMENTS. The Chief of Police may, upon written notice to the Bargaining
 218 Unit, temporarily assign officers to special duties or projects for a period of up to 30-days;
 219 provided however that no officer may be temporarily assigned to any duties or projects
 220 which have historically been or normally are performed by or assigned to Bargaining Unit
 221 members as part of their job duties. If the assignment is voluntary, no premium pay shall
 222 be earned by the officer. An officer's performance of any temporary assignment shall not
 223 impact on promotion (excepting that such might increase the officer's personal knowledge
 224 or experience) and shall not become part of the officer's personnel file or work record for
 225 promotional purposes.

226 5.5 TEMPORARY ASSIGNMENTS IN THE BEST INTEREST OF THE EMPLOYEE. The Chief of Police
 227 may, with Association approval, temporarily assign members to other duties or projects for
 228 a period of up to 15 consecutive working days so as to assist the member's overall wellness.
 229 Any member so assigned shall not be allowed to work overtime outside of his/her
 230 temporarily assigned duties. This provision may not be used as discipline, nor may such
 231 temporary assignment be considered in future discipline.

232 5.6 DAYLIGHT SAVINGS. When clocks are adjusted for "Daylight Savings Time" employees shall
 233 be compensated according to the clock rather than actual hours worked. Overtime shall
 234 commence after 8½ hours on a regular workday.

235 5.7 SPECIAL PROJECTS. The Chief of Police may authorize special projects not to exceed
 236 60-days. The special projects shall be assigned based on qualifications amongst those
 237 interested. The selection process will be in accordance with Section 7.4, with the exception
 238 of the Peer Review process which shall not be included. The length of the special project
 239 may be extended upon mutual agreement with the Association for a period of up to
 240 30-additional days. Approval for such extension shall not be unreasonably withheld.
 241 Members in the following positions shall not be eligible for special assignments:
 242

Canine	Animal Control Officer	Neighborhood Response Team
Detective	Traffic Enforcement Officer	School Resource Officer
Drug Unit	Range Master	Community Policing Officer
	Behavioral Health Officer	

Identical special projects shall not be posted more than two consecutive times except for good cause shown or by mutual agreement. Special projects may not be used to avoid filling vacancies in specialty units. Sergeants may only be assigned to special projects to perform supervisory duties.

5.8 SAFETY STAFFING.

5.8.1 Policy. Both the City and the Bargaining Unit keep officer safety as a foremost priority in all aspects of working conditions. It is recognized that the primary safeguard for officers is the police force itself, with each officer receiving protection through teamwork with, backup for or by, and general interdependency with other officers.

5.8.2 Staffing Requirements. In order to serve the above general policy, the following minimum officer safety staffing shall be maintained at all times, subject only to the provisions of ~~5.7.2.c~~ 5.8.2.c below. The City may count up to two (2) Patrol Sergeant positions as patrol officers for purposes of safety staffing:

- a. Safety staffing between the hours of 6:15a and 10:30a will be 11-patrol officers, between the hours of 10:30a and 7:00p will be 13-patrol officers, from 7:00p until 3:30a this minimum shall increase to 16-patrol officers, however may be reduced to 14-patrol officers because of absences due to officers going home during shift due to illness. From 3:30a until 6:30a minimum staffing may be reduced to 10-patrol officers on duty.
- b. The following provisions shall apply to the counting of patrol officers for minimum staffing requirements:
 - i. Command Officers will only supplement safety staffing and do not count toward the safety staffing requirement.
 - ii. There will be a minimum of two patrol sergeants working at all times during the hours of 6:00a to 3:00a. During the hours of 3:00a to 6:00a, patrol sergeant staffing may be reduced to one sergeant.
 - iii. Officers in plain clothes shall count toward the required number for staffing if officer is on patrol;
 - iv. Two officers assigned to a patrol squad car shall count as two officers for required number for staffing;
 - v. Probationary officers in training shall not count toward the required number for staffing;
 - vi. School Resources Officers (SROs) shall not count toward the required number for staffing;
 - vii. Community Police Officers (CPOs) shall not count toward the required number for staffing;
- c. Unexpected deviations below safety staffing on any given shift within 3-hours of the end of that shift shall be filled by a call-in of the oncoming shift. This may occur when an officer or sergeant goes home sick. Should the time slot extend outside of 3-hours a full call-in must be done even if the department

284 is running below staffing.

285 d. "Active patrol duty" shall mean a uniformed or plain clothed trained officer

286 being assigned to perform a shift tour of duty the usual and customary duties

287 of active police patrol within a district or other area of the city designated by

288 the Chief of Police or designee.

289 e. Shift Commander Discretion. Due to the exigency and emergency nature of

290 police work, deviation from staffing and assignment requirements within the

291 work day are inevitable, and shift commanders shall have the discretion to

292 direct the work force to meet unexpected situations, events or occurrences

293 arising from time to time; provided that deviations shall not be allowed for

294 expected situations or events, or those which reoccur on a regular basis so

295 that they may be planned for.

296 f. In the event of a violation of the provisions of this Section, whether by the City

297 failing to call in an officer or calling in the wrong officer, the officer who

298 should have been called in shall be compensated for the wages the officer

299 would have earned had the officer been called in.

300 5.9 GROUP SELECTION. Assignments to groups shall be selected by departmental seniority

301 as follows.

302 5.9.1 Current group assignments shall be continued, and no bumping shall be allowed.

303 5.9.2 When a vacancy in any group occurs on a shift, such shall be posted for selection

304 by all officers qualifying to fill such a position, including officers already assigned

305 to the shift.

306 5.9.3 Officers being newly assigned to a shift shall be assigned to a group having a

307 vacancy after the posting under 5.8.2.

308 5.9.4 When an officer leaves a shift because of a move that entitles the officer to

309 return to the shift at a later date, that officer shall be treated as a newly assigned

310 officer to the shift under 5.8.3, unless agreed otherwise by the City and the

311 Bargaining Unit before the officer leaves the shift.

312 5.9.5 New Shift/Group changes: An officer that moves shifts or work groups and is

313 owed off time due to the shift/group move shall take any time off owed within

314 the FLSA period. The officer shall be allowed to elect the off day(s) within the

315 FLSA period (under the procedure identified in Article 14.3(c) of the Agreement),

316 as long as the vacation book shows such day(s) as available. In the event the

317 officer does not elect to do so, or his/her chosen off day is not available in the

318 vacation book, the Department shall assign the day(s) off owed. No payback or

319 compensatory time will be given unless the City is unable to schedule the off time

320 owed within the FLSA period.

321 The formula for determining the off time owed to an officer for a shift/group

322 move is as follows:

323 1. Prior to the shift/group move, use the officer's last full rotation 5 days

324 on 3 days off. After the shift/group move again use one full rotation

5 days on 3 days off. Total the number of work days and the number of off days.

2. Total number of days worked in point #1 multiplied by .6 to determine the number of days off the officer should have had.
3. Compare the number of days off in point #1 to the number of days off in point #2. If point #2 is higher than point #1 this is the amount of time owed to the officer. If the officer is owed any time off, the office shall be scheduled the time off within the FLSA period.

The City will not seek compensation from the officer or add additional work days to the officer's schedule if, as a result of a shift/group move, the officer is off work more time than allotted during a normal rotation.

An officer that is scheduled off due to time owed from a shift/group move is unable to substitute any off time (i.e. personal or sick) for those scheduled off days.

- 5.10 ASSIGNMENT OF POSITIONS. Assignments to job or duty positions shall be made only when a vacancy exists, and there shall be no bumping.

ARTICLE 6 OVERTIME

- 6.1 OVERTIME PAYABLE. Employees shall be compensated at the rate of 1½-times based upon their normal rate of pay for all hours worked in excess of the scheduled work day or work week. Overtime shall commence after 8½-hours on a regular workday or for hours worked outside the normally scheduled workweek. For purposes of calculating overtime, compensation for the hourly rate shall be based on a bi-weekly schedule of 75.6-hours and an annual schedule of 1964.5-hours. No change in the amount of overtime claimed by an employee shall be made unless the employee is notified of such proposed change within 7-days of the employee submitting the overtime.

- 6.2 OVERTIME/COMPENSATORY TIME. A member may elect to receive compensation for overtime worked as either pay or compensatory time, accrued at a rate of 1½-times the hours worked. Such election shall be made when the overtime is reported in the payroll system. Compensatory time shall be limited to an accumulation of 100-hours. A member may request payment for part or all of their compensatory time balance up to twice per calendar year at a time of their choosing.

- 6.3 ALLOCATION OF OVERTIME.

- 6.3.1 Posting. All overtime of the department schedule, where practicable, shall be posted. If more persons qualified for such overtime work sign for such than are needed, overtime shall be assigned on a seniority basis among those qualified for the work. (It is contemplated that at times it shall be necessary to determine the qualification of an employee to work overtime based upon the employee's knowledge of the subject of the overtime work or the training and expertise of the employee. However, in the event of a dispute as to the same, the City shall have the burden of establishing the necessity.) In assigning overtime the department shall ask for volunteers on the basis of seniority regardless of whether the officer is on a work or off day. In the event sufficient volunteers are not found, the balance of the overtime shall be assigned on the basis of inverse seniority among those on their workdays

and then by inverse seniority among those on off days. Management may refuse overtime where there is a legitimate safety concern. Practicability of posting shall be determined in light of time available for posting and departmental or public security, or other relevant and sufficient factors. This paragraph shall not apply to overtime resulting from an extension of a person's normal workday duty, nor shall it apply to overtime not assigned by the City of Green Bay.

Special event overtime, ~~when practicable, will~~ **shall** be posted for a minimum of 30-days in advance of the event, ~~unless the Department is not provided 30-days advance notice of the special event.~~ The most senior qualified officer signing for and assigned the special event overtime will be expected to perform that overtime assignment ~~unless the officer cancels 10 days prior to the special event.~~ In the event the Department has less than 30-days advance notice to post the special event the posting will include a date to cancel. **Once the posting period ends, if the officer needs to cancel the overtime assignment, it is the officer's responsibility to find a replacement from the list of officers who signed for the overtime posting. If no replacement on this list is available, the officer shall find a replacement through a full department call in of eligible personnel.** For purposes of these posting procedures a special event will typically be considered crowd control, traffic control, and general security at events, such as an athletic event, concert, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show, or other similar display which interferes with normal flow or regulation of traffic on the streets, sidewalks, or right-of-way, or the normal use of parks or other public or private grounds.

6.3.2 Qualification for Overtime. When determining qualifications, department shall abide by the following:

- a. When the overtime in question calls for the officer not to be in uniform, such overtime shall be performed by a detective. However, this provision shall not prevent the department from using patrol officers for ordinary plain clothes surveillance duty during their normal shift or using a patrol officer when the department is unable to secure sufficient detectives whether they are on or off duty. Use of patrol officers shall not reduce any shift below the number required for safety reasons. If the detective maintains a uniform, the detective shall be allowed to select overtime with the patrol division and specialists for crowd control events such as the 4th of July, Artstreet, and the like.
- ~~b. When the overtime in question calls for the officer to be in uniform, such overtime shall be performed by an officer within the patrol division who, in the normal course, performs their duties in uniform and is limited to the patrol division. This involves duties including and similar to road patrol, such as Speedwave, OWI saturation patrols, downtown security, and any other assignment where it is anticipated that the patrol vehicle shall be used the same as a road patrol vehicle, requiring knowledge and proficient use of the patrol vehicle and all equipment contained therein. Such overtime shall be filled via the road overtime call in list and limited to officers in the patrol division.~~

When the overtime in question calls for the officer to be in uniform, such overtime shall be performed by an officer who, in the normal course, performs their duties in uniform, or are assigned to a Specialty Assignment as defined in 7.1 (excluding the Drug Task Force). Overtime under this provision involves duties including and similar to road patrol, such as Speedwave, OWI saturation patrols, downtown security, and any other assignment where it is anticipated that the patrol vehicle shall be used the same as a road patrol vehicle. Assignment under this provision requires knowledge and proficient use of the patrol vehicle and all equipment contained therein. The Road Overtime Call list shall include these assignments. Because the rank of Detective is a promoted position, Detectives shall not be eligible to work Patrol overtime.

- c. Specialists shall be allocated overtime within their respective specialties, and in addition, if the specialist is, in the normal course, required to maintain a uniform, such specialist shall be allowed to select overtime with patrol division officers for crowd control events, such as 4th of July, Artstreet, and the like. Where it is anticipated such use of the patrol vehicle would not be needed, shall be filled by seniority from the full specialty call in list (mix of detectives, specialist positions and patrol officers). Examples of such overtime would be crowd control, traffic control and general security where the presence of a patrol vehicle is operationally desired, but full functional operation is not required.
- d. Any ~~For any~~ overtime assignment where it is unclear what pool of officers should be utilized; such determination shall be made via mutual agreement between the City and an Association representative.
- e. All overtime above shall begin at the station and the officers assigned shall report to the Shift Commander or briefing supervisor verifying their presence, at the end of the assignment the officer(s) must stop at the Shift Commander's office and verify they have completed their assignment. There is no change to the Packer Game Day reporting for duty and overtime procedures.
- f. Absent a bona fide emergency, a sergeant in one Division shall not be eligible for non-special event overtime work in another Division.
- g. Sergeants in the Investigations Division shall not be eligible to work any Detective overtime involving nonsupervisory duties unless there are no Detectives available to perform the work.
- h. Command Officers shall not be qualified to work any overtime involving nonsupervisory duties.
- i. ~~With the exception of special events and grant-funded traffic safety work, absent a bona fide emergency, sergeants shall not be eligible to work any overtime assignment in which the duties performed are those of an officer. This includes patrol duties and duties performed on specialty team callouts such as the Dive Team. This provision shall be applied to the SWAT Team effective July 1, 2026.~~

6.3.3 Overtime as Duty Assignment. An overtime assignment may be cancelled by the City at any time, provided that if it is cancelled within 24-hours of the scheduled start of the

assignment, the officer shall be paid minimum call-in under sec. 6.4 below, or in the case of shift overtime, payment for the entire shift. The term “cancel” shall include cutting short overtime which was planned to run for more than 3-hours.

6.3.4 Special Event Overtime. For special events (such as the 4th of July, and the like), because the City is at the mercy of the weather and the needs of the event sponsor, overtime may be cancelled or altered at any time prior to the scheduled commencement without relief; however, once the officer starts the assignment, if it was scheduled for more than three hours, there shall be a minimum three hours paid.

6.3.5 Overall hour limitation. Except as provided above, overtime shall not be allocated or assigned where it would result in an officer working more than 14¼-hours, in a combination of overtime, training, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is a 7½-hour break in on duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. The 14¼-hour limitation provided for in this paragraph shall be extended to allow for the duty of officers to extend their shifts upon the order of a Command Officer or when addressing emergencies that may occur at the end of a shift.

6.3.6 Inversed Overtime Assignment. Whenever an officer is inversed to work an overtime assignment, the officer inversed shall have the right to have another officer work the overtime on the same basis as the assigned officer, provided the replacement officer is from the pool of officers that were originally considered for the overtime assignment (in essence giving it away, the one that actually works it gets paid). In the event the City determines the need for the inversed overtime assignment has ended, the officer that is working the inversed overtime assignment may voluntarily cancel or cut short the overtime assignment with notice to the Command Officer. At the officer’s choice inversed overtime assignments may be cancelled in accordance with provisions of this Article.

Improper Inverse. In the event an officer is improperly inversed under any of these procedures, the officer shall receive additional pay in the amount of straight time pay for each hour worked during the improper inverse assignment. In the event an officer is notified of a cancellation of the improper inverse assignment within one hour of the notice of inverse assignment and the employee chooses to work the inverse assignment under section 6.3.6 the additional straight time pay shall not be applicable to such inversed overtime assignment. Examples of road overtime are attached as Appendix A.

6.3.7 Shift Overtime Postings and Subsequent Openings. The City shall post only for actual shift openings when posting for available shift overtime. Such postings shall be displayed for a minimum of 4-days. Any subsequent shift openings of the same overtime period(s) discovered while the positing is still active may be filled via this posting. Once such posting is taken down, any subsequent openings not involving a holdover must be filled via a telephone posting of all officers by seniority, even if the overtime period is the same as that of the previous posting.

a. Anticipatory Overtime: One exception to only posting for actual shift openings are for anticipated but not actual safety staffing shortages. The City may use “anticipatory postings” for anticipated safety staffing shortages. Such postings

will be clearly marked anticipatory. This posting shall be filled or cancelled no later than 24 hours from the time of the assignment. Members who sign this posting may refuse to accept the assignment at the time the posting is taken down. If the anticipated posting does not have an adequate amount of members to fill the staffing shortage when taken down the shortage must be filled via a telephone posting of all officers by seniority.

- 6.4 MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school, specialty team training or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.
- 6.4.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours.
- 6.4.2 Continuous Duty: In the event an officer is called in for more than one call in any given day, including notice of court or any other notice of time outside the regular shift, that officer shall not receive two call ins, but shall be paid continuous pay at the overtime rate of time and one-half from the beginning of the first call in to the end of the second call in; excepting that if the call ins in question are for specialized units established and existing for the purpose of being called in for special problems or occurrences, such as SWAT, K-9, accident reconstruction, the continuous duty rule shall not apply to more than one call in of such nature, but rather each call in shall be a separate call in.
- 6.4.3 When a trade of shifts is made between officers as authorized in section 5.2 of this Agreement, and one of the officers is subject to a call as set forth in section 6.4 of this Agreement, the officer working the day shall be subject to the 3 hour call in compensation and the officer who is off because of the trade shall be subject to the 6-hour call in compensation. It is understood that the above shall not affect the application of 6.4.1 and 6.4.2 of this Agreement.
- 6.4.4 Officers inversed to work overtime to satisfy safety requirements shall be paid call-in time under this section. Officers who volunteer to work such overtime shall be paid at time and one-half for the overtime actually worked.
- 6.4.5 Officers shall be subject to the residency requirements as outlined in Article 35, Residency, of the Agreement, for immediate need safety staffing shortage call-ins and immediate need detective call-ins.
- 6.4.6 Response time compensation for call-ins shall apply as outlined in Article 35, Residency, of the Agreement.

6.5 IMMEDIATE NEED CALL-IN COMPENSATION. Immediate need call-in is defined as that need not previously known or posted, where the officer is needed immediately. (Example: Immediate road staffing shortage). This does not apply to court related hearings where the officer is being called in to testify such as municipal or circuit court appearances, probation/parole hearings or Chapter 51 hearings.

6.5.1 When an officer is called-in for immediate need overtime such overtime shall commence at the station upon duty-ready status of the officer. Such officers shall report to the on- duty Shift Commander duty ready, which shall be recorded as the official start time; additional 30-minutes of overtime shall be added to that start time regardless of when the officer arrives.

6.5.2 In the event the immediate need compensation requires the officer to respond directly to a scene, the start time shall be the time the officer arrives at the scene. Such officers shall report to the on-scene supervisor which shall be recorded as the official start time. An additional 30-minutes of overtime shall be added to that start time, regardless of when the officer arrives.

6.5.3 If the overtime assigned is to fill immediate safety staffing needs the supervisor shall begin the call-in process immediately. There shall be no deliberate or unnecessary delay of filling such overtime. The officer accepting the overtime receives pay from the time of reporting duty ready to the Shift Commander plus 30-minutes. There is no compensation for the time between discovery of the shortage and the paid start time of the officer. The period of time the shift was short staffed up to the time of discovery is to be reported to the Operations Commander.

EXAMPLE: (Immediate action.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander immediately starts the call-in process. Officer A is called at 7:15p and accepts. Officer A arrives at 7:55p and reports to the Shift Commander duty-ready (in uniform and ready to walk out door). Officer A receives pay beginning at 7:25p (time of reporting + 30-minutes). No compensation for the time from 7:00p to 7:25p.

EXAMPLE: (Unnecessary delay.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander decides to wait to begin the call-in as there is no officer available to make the calls or s/he wishes to eat lunch first. An officer is available at 8:00p and call-in begins thereafter. This delay would be deemed unnecessary as the Shift Commander could have started the call-in him/herself. The time from 7:00p to 8:00p would be compensated under 5.7.2.f

EXAMPLE: (Shortage not discovered right away) At 10:00p it is discovered that there was a safety staffing shortage since 7:00p. The supervisor immediately begins a call-in process. Officer is called at 10:15p and accepts. Officer reports to Shift Commander at 11:00p duty ready (in uniform ready to begin). Officer receives pay beginning at 10:30p (time of reporting + 30-minutes). The time from 10:00p–10:30p is not compensated. The time from 7:00p to 10:00p shall be compensated via Article 5.7.2.f. In this situation, the supervisor notifies the

- 587 Operations Commander of the details of the 7:00p–10:00p shortage. The
588 Operations Commander shall facilitate the remedy with the GBPPA.
- 589 6.6 ORDERED IN VS. VOLUNTARY ACCEPTANCE. “Ordered In” is defined as a non-voluntary
590 assignment. The officer is ordered to come in and has no choice. In this situation the officer is
591 compensated from the time the officer was ordered in to report for duty. Minimum call-in
592 time (3-hours/6-hours) applies to this situation.
- 593 6.7 COURT CANCELLATION PROCEDURE. The afternoon shift commander shall be notified of any
594 court cancellations. It then becomes the responsibility of the officer to call the shift
595 commander after 5:00p on the day prior to the scheduled court date as to whether or not the
596 court appearance has been canceled.
- 597 6.7.1 The shift commander shall record all such calls by date and time in a log book; that is,
598 if an officer appears at court and the case has been canceled, s/he shall receive
599 the minimum call-in pay only if s/he had called in after 5:00p the prior day and was not
600 notified of the cancellation. If the officer had not called in the prior day, s/he shall not
601 receive the pay.
- 602 6.7.2 On those occasions when court appearances are canceled after 5:00p, the shift
603 commander shall attempt to contact the officer with the cancellation, if the officer had
604 already called in. If the officer is contacted 12-hours before the scheduled court
605 appearance, the officer shall not receive call-in pay.
- 606 6.7.3 Court shall include any time an officer is instructed by the Chief of Police or designee
607 or subpoenaed to appear in any Court, legal proceedings (including depositions), or
608 before any governmental body or other person, tribunal or agency authorized by law
609 to issue subpoenas, which appearance is related to or arises out of the officer’s scope
610 of employment. (The City and Bargaining Unit have disagreed as to whether there was
611 a past practice for compensating officers who are subpoenaed or instructed to appear
612 at arbitrations or grievance proceedings dealing with the administration of this
613 Agreement and the City had previously informed the Union of the discontinuance of
614 this alleged past practice in a letter to the Union, dated August 27, 1986. The above
615 language shall not apply to these situations.)
- 616 6.8 OVERTIME FOR ~~GREEN BAY PACKER GAMES~~ LAMBEAU FIELD EVENTS.
- 617 6.8.1 Two postings shall be placed on the bulletin board once each year by July 1. All officers
618 interested in working Packer games or working any extra overtime beyond what would
619 be normal for traffic or field assignments are requested to sign the respective postings.
620 These postings shall contain the anticipated staffing needs for the games.
- 621 6.8.2 Officers who sign the above said posting shall be assigned to work each of the Packer
622 games in the year in question on the basis of departmental seniority.
- 623 6.8.3 In the event there is an insufficient number of officers signing the posting to fill the
624 remaining complement needed for the Packer games, officers shall be assigned in
625 accordance with the Inverse Non-Road Overtime procedure in Appendix A.
- 626 6.8.4 In the event that any officer who has signed the above said posting to work the Packer
627 games later decides not to work any given game, such officer shall have the right to
628 remove their name from the posting for any game by giving at least 10 days advance
629 notice of such removal before the game in question.

- 6.8.5 Officers working overtime for Packer games and other stadium events requiring the implementation of the Incident Command Structure shall be compensated at twice their regular rate of pay for all hours worked. The parties agree that all events associated with the 2025 NFL Draft are not considered stadium events, and overtime associated with the 2025 NFL Draft shall be compensated at time and one-half.
- 6.8.6 Use of Day Shift for Staffing Holdover on Day of Packer Games. On Packer game days, a holdover of officers to complement staffing until Packer personnel return for road duty shall be filled by seniority from a combined pool of day shift officers working that day. Such overtime shall commence at the end of the officer's normal shift. If enough officers do not volunteer, openings shall be filled by inverse seniority from this same pool. Payment shall be at double time for time worked.
- 6.9 STAND-BY PAY. Officers asked to be available for immediate call to duty shall receive an hourly rate of pay equal to 15% of the top patrol officers' hourly rate for every hour in which they are on stand-by. When actually called to duty, they shall be compensated according to Article 6 and/or Article 11 of this Agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority from among those signing a posting.
- 6.10 ASSIGNMENTS OUT OF CITY. When an officer is assigned to perform duties out of the City which requires the officer to be out of the city overnight, in connection with their responsibilities as an officer for the Green Bay Police Department, the following shall apply. Compensation for training and/or schools shall be in accordance with Article 29.
- 6.10.1 The work assignment starts when the officer reports to the police department for duty assignment and ends when the officer returns to the police department. In the event an officer must travel on an off day, the City does not guarantee any number of hours. In the event an officer is required to work on a scheduled off day, the City retains the right to schedule travel time with sufficient time to reach the destination.
- 6.10.2 Transportation shall be provided as determined by the department.
- 6.10.3 If the officer is on a work day, the officer shall flex their normal work hours to accommodate travel time and work hours to the extent deemed appropriate by the department. The City may assign normal police duties on the day of travel, and require officers to work normal police duties until travel begins.
- 6.10.4 While on the out of city job assignment, an officer shall flex their normal work hours so as to accommodate the times that job duties are to be performed out of city (for example, if the officer works the night shift and the job assignment is to testify in court, the department shall have the option of directing the officer to start the work day at 6:00 a.m. the following day when the officer is to be in court).
- 6.10.5 An officer shall not be compensated in any fashion during the hours of 10:00p and 6:00a provided that the officer is not required to perform job duties during these hours. If an officer is required to perform job duties during these hours the officer shall be compensated only for the time spent performing those duties. All other hours during the out of city assignment shall be compensable as work hours, either as actual hours of work, or hours spent engaged to wait or waiting to be engaged for work.
- 6.10.6 Once notified of the court date, officers may not take off time on that date. See 6.4.1.

6.11 PAY BACK COMPENSATION. Until December 31, 2017 all accrued payback compensation shall be used by Employee prior to the last date of employment, or paid out at the time employee separates from employment. Effective January 1, 2018 payback time will not accrue in excess of 100-hours. Any hours in excess of the 100-hour maximum on January 1, 2018 will be paid out at employee's then current rate of pay. Payment will be made as soon as administratively practicable after January 1, 2018. Thereafter, earned hours in excess of the 100-hour maximum will be paid out as they are earned.

ARTICLE 7

SELECTION FOR SPECIALTY TEAMS AND ASSIGNMENTS

7.1 Regular assignments are those specialty assignments that are the officer's regular shift duties, and include:

- 7.1.1 Community Police Unit
- 7.1.2 Canine Unit
- 7.1.3 School Resource Officer Unit
- 7.1.4 Neighborhood Response Team
- 7.1.5 Drug Task Force
- 7.1.6 Traffic Unit
- 7.1.7 Professional Standards Division
- 7.1.8 Full-time positions in the Training Division (i.e., Range Master)
- 7.1.9 Animal Control Officer
- 7.1.10 Behavioral Health Officer

7.2 Detached assignments are those assignments that are separate from and supplementary to a member's regular assignment and include:

- 7.2.1 Special Weapons and Tactics (SWAT) Team
- 7.2.2 Dive Team/Dive Team Support
- 7.2.3 Peer Officer Support Team (POST)
- 7.2.4 Crisis Negotiation Team
- 7.2.5 Detached instructor positions in the Training Unit
- 7.2.6 Field Training Officer (FTO) Program
- 7.2.7 Marine Unit
- 7.2.8 Honor Guard
- 7.2.9 Police Motorcycle Operator/Instructor
- 7.2.10 Traffic Crash Reconstruction Team

7.3 Selection Process for Specialty Units

7.3.1 POSTING. Openings for specialty team positions will be announced either through posting or electronic communication to all officers. The announcement will include a description of the assignment; the closing date if any to apply for the assignment; requirements to be eligible for assignment; expiration date of the list; and description of the selection process.

7.3.2 MEMBER APPLICATION. The posting will indicate if the officer needs to provide

written notice, prepare a letter of interest, provide a resume, or other means of applying for the assignment.

7.3.3 PROCESS FOR SELECTION. The selection process shall consist of the following:

- a. At the time of the closing date of the posting, the candidate must meet posted requirements to be considered further for the assignment or specialty position.
- b. Interview by a panel including at least one GBPPA member designated by the Association and one member from an outside police agency or community member with a relevant skill set. The interview shall be scored on a 100-point scale and the officer's score will equate to the number of points received by the interview panel. The candidate must receive a score of 70 percent or higher to continue in the process.
- c. A Peer Review consisting of:
 - Peer review forms will be sent to 10 members of the same rank with whom the candidate currently works. Peer reviewers will be randomly selected. In addition, peer review forms will be given to the member's direct supervisor and one other supervisor. A GBPPA representative shall observe the reviewer selection process.
 - Reviews will be in the form of a survey using a 5-point Likert scale to measure peers' opinions of specific skills and abilities related to the specialty position.
 - The Peer Review shall be scored on a 100-point scale. The reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine the final score.
- d. Each candidate's cumulative score shall be determined by weighting the interview score at 80 percent and the peer review score at 20 percent.
- e. Upon successful completion of the selection process, the candidate's seniority points will be added to their cumulative score for the interview and peer review to reach a final score. Using the candidate's seniority date, the candidate shall receive one point for every 3-complete years of service.
- f. Candidates will be ranked by their final overall score and the candidate with the most points will be offered the position. In the event of a tie the candidate with the highest seniority will be offered the position.
- g. The Chief may skip a candidate on the eligibility list with sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for a specialty assignment is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.
- h. If an insufficient number of eligible members apply for a specialty assignment, the Association and the City shall meet and confer as to how

759 to proceed. In the event that the parties cannot reach agreement as to
760 how to proceed, the City may withdraw the specialty assignment posting,
761 or:

- 762 • The position shall first be re-posted, opening eligibility to any non-
763 probationary member.
- 764 • After that, if there is still an insufficient number of applicants, the
765 position shall be filled by inverse seniority among non-probationary
766 members.

767 7.3.4 Should the City choose to establish an additional shift or fill a vacancy in any
768 specialty unit, that shift or vacancy shall first be offered to members of that unit by
769 overall seniority.

770 7.3.5 Should a member choose to leave a permanent specialty assignment, they may do
771 so by requesting the same. If the officer decides to return to regular duty during
772 the first 30-days in the specialty assignment, they shall return to their previous
773 assignment and shift. After 30-days, if the member leaving the assignment is an
774 Officer, they shall transfer to whatever opening exists in the Patrol Division until
775 such time that openings arise on other shifts and the officer's department seniority
776 allows movement to another shift. A sergeant in this situation shall transfer to
777 whatever patrol sergeant position is available. A detective in this situation shall
778 return to the Detective Division.

779 7.4 SCHOOL RESOURCE OFFICER. To be eligible for appointment to the School Resource
780 Officer position, a member must have at least 3-years' experience as a Green Bay Police
781 Officer. Selection shall be as described in Section 7.3.

782 7.4.1 School Resource Officers shall receive pay consistent with Schedule A of this Agreement.

783 7.4.2 The SRO shall work a 5/2 work schedule during the school year. Hours of work for
784 this position shall be 7:00a-3:30p. Summer schedule is a 5-2/4-3 schedule. Each SRO
785 shall accumulate 1-work day every other week while school is in session and bank
786 that day for off time during the summer months. Accumulated banked days cannot
787 be carried over to the next school year.

788 7.5 CANINE UNIT. To provide maximum availability for normal canine handling duties, newly
789 appointed Canine Unit officers shall not serve on more than one other specialty unit at the
790 same time.

791 7.5.1 Qualifications for this position are:

- 792 a. Minimum of 3-years as a Green Bay police officer.
- 793 b. The selection process for Canine Officers will be in accordance with Section 7.3.
- 794 c. Prior to the selection process as described in section 7.3, candidates will be required
795 to pass a physical agility test reasonably designed to measure their ability to perform
796 the Canine Officer role. This test shall be administered on a pass/fail basis; a member
797 must pass the test to continue in the selection process.
- 798 d. The commitment by the officer to remain in the program shall be 5-years. The
799 commitment requirement is met by the employee spending 3-years in the

800 program. Any officer who enters the program and becomes eligible for
801 promotion during the first 3-years of the program must waive their opportunity
802 for any promotion until the full 3-year commitment to the program is
803 completed unless the parties mutually agree otherwise.

804 e. For Canine Officers appointed after July 1, 2016 the length of assignment will be
805 10 years or the work life of 2 of the officer's dogs, whichever is greater. The
806 Canine Officer may be considered for additional Canine Officer assignments by
807 applying for the position.

808 7.5.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule.
809 The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.

810 7.5.3 The Canine Officer shall be responsible for 17-hours of maintenance training per
811 month on a yearly average. Canine officers shall be paid at straight time pay for up to
812 171-hours in the 28-day cycle, if the training pushes the officer over the 171-hours
813 they would receive 1½ pay for those hours (this provision is to address training only
814 and is not a waiver of other contractual overtime i.e., time in excess of 8½ hours in a
815 day). Additional training shall be available with supervisory approval.

816 a. When feasible all canine officers will train together as a unit.
817 b. Training will be twice per month.
818 c. Training will be allowed regardless of staffing or call volume, except in
819 emergency situations as determined by the Chief of Police or designee.

820 7.5.4 The Canine Unit shall submit to recertification training as scheduled by the
821 Department. A Canine Patrol Officer shall adjust their workweek for training
822 purposes and be compensated at the straight time rate for all time spent in
823 recertification training. When the Department adjusts the workweek, an officer's
824 adjusted off day(s) will be placed either immediately before or immediately after the
825 officer's regular off days in the week following recertification training.

826 7.5.5 Canine demonstrations shall be authorized by the Operations Commander and shall
827 be compensated by compensatory time at straight time on an hour-for-hour basis.
828 Canine demonstrations shall be mutually agreed upon by both the Canine Patrol
829 Officer and the Operations Commander. Mandatory demonstrations shall be paid at
830 1½-times.

831 7.5.6 Vacation and other off time shall be administered on an hour for hour basis in the
832 same manner as shift personnel.

833 7.5.7 Canine Patrol Officers shall be paid for the same number of hours for holidays as if
834 they were a regular shift employee.

835 7.5.8 The Canine Patrol Officer shall be allowed to use the Canine vehicle for personal use
836 within the city limits if the Canine partner is along in the car with the officer.

837 7.5.9 When there is not a GBPD Canine working in accordance with Section 7.3, a GBPD
838 Canine shall be called in by seniority; except that an on-duty Canine Unit from
839 another police agency shall be called in if it is available for immediate response and
840 the time of response is in good faith considered to be as fast as that of an off-duty

841 GBPD Canine Unit.

842 7.5.10 The Canine Patrol Officer shall be subject to the residency requirements as outlined

843 in Article 34, Residency, of the Agreement.

844 7.5.11 The Canine Patrol Officer shall be paid \$195 per pay period for all care and

845 maintenance of the canine. If the Canine Patrol Officer must take the canine to the

846 vet for care, the officer shall receive payback time at the straight time rate for time

847 spent at the veterinary office.

848 7.5.12 Existing Canine Officers will not be subject to fitness/agility testing identified

849 in 7.5.1(c).

850 7.6 SWAT TEAM

851 7.6.1 Team requirements include:

852 a. Minimum of 3-years as a police officer.

853 b. Attend SWAT training as required.

854 c. Be willing to respond to SWAT call-ups and serve in whatever capacity as

855 required by the OIC on the scene.

856 d. The selection process will be in accordance with Section 7.3.

857 e. Prior to the selection process as described in Section 7.3, candidates will be required

858 to pass a physical agility test reasonably designed to measure their ability to perform

859 the SWAT role, and a firearms qualification test. These tests shall be administered on

860 a pass/fail basis; a member must pass each test to continue in the selection process.

861 f. The SWAT Team may train up to 17-hours per calendar month. Upon

862 management approval, the SWAT Team may conduct one (1) 40-hour in-service

863 training per year in addition to the monthly training, for which SWAT Team

864 members shall adjust their work week.

865 g. Training hours may not be carried over outside the calendar month except the

866 SWAT Commander may grant exceptions on a case-by-case basis to facilitate

867 special training needs. The compensation for this training shall be actual hours

868 at time for time via payback for those on their off time. All training plans and

869 schedules must be approved by SWAT supervisory personnel. SWAT Team

870 officers may flex their workday to attend training in accordance with Appendix

871 B.

872 h. Nothing in this section prevents SWAT members, with supervisory authorization,

873 from attending additional training related to specialties within SWAT.

874 i. All SWAT Team members may earn up to 3-hours of time for time payback per

875 month for physical conditioning time. The tracking of these hours shall be

876 monitored between the SWAT Team members and SWAT Command staff.

877 j. The City shall provide SWAT members with certain basic clothing and safety

878 equipment as needed. (Examples include but are not limited to: kneepads,

879 safety glasses/goggles, basic duty uniform, holster, protective gloves.) The initial

880 costs as well as replacement costs of such equipment shall be based on average

881 costs determined by the SWAT Command staff.

882 **EXAMPLES:**

883 i. Night shift officer is scheduled to attend training January 4, 8:00a–
884 4:30p. This takes the place of the officer’s shift of January 3. At 9:00p
885 on January 2, (outside 24-hours prior to the affected shift) it is
886 determined the officer’s absence would cause the shift of the 3rd to
887 drop below the 2-person buffer. The officer is to be notified they cannot
888 attend the training, and be placed back on the officer’s regular shift.

889 ii. Day shift officer is scheduled to attend training January 4, 8:00a-4:30p.
890 The officer flexes to these hours. It is determined at 6:00a that day that
891 the 2- person buffer is not met. Upon arrival for training the officer
892 could be required to resume normal patrol duties for the remainder of
893 the shift.

894 iii. Afternoon shift officer is scheduled to attend training January 4,
895 5:00a-1:30p. This takes the place of the officer’s shift of January 4,
896 2:15p-10:45p. On January 3 at 9:00p, it is determined the 2-person
897 buffer shall not be met due to a sick call-in and injury. This occurred
898 inside the 24-hours, and thus the officer would still be allowed to attend
899 the training and any shift OT would be filled.

900 iv. The Shift Commander may grant exceptions on a case-by-case basis
901 dependent on the needs of the road. It is the officer’s responsibility to
902 adhere to the 14¼ hour maximum hours.

903 7.6.2 SWAT team members will follow all procedures and guidelines set forth in the SWAT
904 Policy of the Green Bay Police Department. Applicants should review the policy prior
905 to applying.

906 7.6.3 Members shall be subject to the residency requirements as outlined in Article 34,
907 Residency, of the Agreement.

908 7.7 CRISIS NEGOTIATION TEAM. The department shall maintain up to 6-officers trained as Crisis
909 Negotiators.

910 7.7.1 Crisis Negotiator requirements include:

911 a. Minimum of 3-years as a Green Bay police officer.

912 b. The selection process will be in accordance with Section 7.3.

913 c. Officers currently holding the position of negotiator shall retain their status
914 as long as desired, subject to removal for cause.

915 d. Crisis Negotiators shall train up to 4-hours per month. The CNT Supervisor
916 may grant exceptions on a case-by-case basis to facilitate special training
917 needs. The compensation for this training shall be actual hours at time for
918 time via payback for those on their off time. All training plans and schedules
919 must be approved in advance by CNT supervisory personnel.

920 e. Crisis Negotiators may flex their workday to attend training in accordance with
921 Appendix B.

- 922 f. Negotiators shall be trained in Command Post Bus and CAD operation.
- 923 g. Crisis Negotiators shall be provided with clothing identifying them as a
- 924 Negotiator for use during official call-outs.
- 925 h. Management reserves the right to determine how many Crisis Negotiators are
- 926 required in the event of a call-in. Call-ins shall be compensated per Article 6 of
- 927 this Agreement.
- 928 i. Crisis Negotiators shall be subject to the residency requirement as outlined in
- 929 Article 34 of this Agreement.

930 7.8 FTO PROGRAM. Officers performing the duties of a field training officer shall be

931 compensated at a rate of \$1.25 per hour for time actually spent training officers under the

932 program. Management maintains its right to make FTO assignments from the existing pool

933 of qualified FTOs. The officers so chosen shall serve as FTOs upon assignment until the Chief

934 of Police or designee and the officer mutually agree to the officer's removal.

935 7.8.1 FTO requirements include:

- 936 a. Minimum of 3-years as a Green Bay police officer.
- 937 b. The selection process will be in accordance with 7.3.

938 7.8.2 FTOs may flex the hours in their workday to attend meetings, training, or conduct

939 training.

940 7.8.3 FTOs attending meetings, training, or conducting training on their off day, or outside

941 their regular hours, shall be compensated at time for time payback.

942 7.8.4 The expectation of the FTO is to complete all Daily Observation Reports (DOR) by

943 the end of the work shift that is being evaluated, or prior to the start of the next work

944 shift. With prior approval from a Field Training Supervisor (FTS) an FTO may finish the

945 DOR at the end of the work shift being evaluated, or prior to the next work shift. Such

946 time will be compensated at time for time payback.

947 7.8.5 Supervisory approval will be required prior to any FTO flexing their hours or

948 performing work outside their regular duty hours.

949 7.8.6 **Field Training Supervisor Pay: Field Training Supervisor Pay shall be paid at a flat rate**

950 **of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week**

951 **training cycle payable the first pay period following completion of the training cycle.**

952 **To receive Field Training Supervisor pay, a supervisor must conduct weekly meetings**

953 **with the Field Training Officer and the trainee, as well as weekly Field Training**

954 **Supervisor Reports.**

955 7.9 COMMUNITY POLICING UNIT (CPU).

956 7.9.1 CPU requirements include:

- 957 a. Minimum of 3-years as a Green Bay police officer.
- 958 b. The selection process will be in accordance with Section 7.3

959 7.9.2 Job Duties. CPU Officers shall be assigned geographical boundaries with the basic

960 mission to interact with the neighborhood and community with the officers using

their own initiative in solving problems and meeting neighborhood and community needs. Specific job duties shall be determined and set by the department from time to time.

7.9.3 Shift Assignments. CPU Officers appointed after June 22, 2016, shall be assigned to the midday shift in the patrol division. Core hours for all newly appointed CPs will change from afternoon (2:15p-10:45p) to midday (10:30a-7p), but all current CPs shall retain their current core hours and corresponding shift differential.

7.9.4 Shift Schedule Deviations. With supervisory approval CPU Officers may voluntarily deviate from the afternoon shift schedule to accommodate the neighborhood/community needs as long as hours consistent with the 5/3 schedule are maintained.

7.9.5 Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the officer to meet the needs of the officer's neighborhood community. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.

7.9.6 Vacation. CPU Officers shall select vacation separate from the afternoon shift of the Operations Division, however may not schedule the same time period as their geographical partner without approval of the supervisor.

7.9.7 Other Assignments. Except in cases of emergency, CPU Officers shall not be reassigned, or voluntarily work to fill minimum staffing, CPU Officers will not be assigned to or voluntarily work posted special events outside of their community policing zone.

7.10 NEIGHBORHOOD RESPONSE TEAM (NRT): The Neighborhood response team shall be comprised of officers from the operations division (number determined by the chief of police) who shall perform similar duties as a Community Police Officer but shall not be assigned to a particular neighborhood. The NRT shall be used, in whole or part, in conjunction with investigations, patrol and community police to focus directed patrol strategies to include but not limited to gun violence, violent crime, and social disorder.

Requirements of NRT Officer include:

- a. Minimum of 3-years as a Green Bay Police Officer
- b. The Selection process will be in accordance with Section 7.3.
- c. NRT Officers will not count towards safety staffing levels.
- d. Core hours will be 4:00 PM to 12:30 AM on a 5/3 work schedule
- e. NRT officers may flex their workday up to and including afternoon shift or evening shift only.
- f. Vacation. Up to 50% NRT Officers shall be allowed off for vacation or other time off unless approval is obtained from the supervisor. In the event there are an odd number of NRT officers, the eligibility for vacation will be rounded up.
- g. Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the

- 1004 officer to meet the needs of the officer's duties. These hours are compensated at
1005 straight time off in compliance with FLSA limitations. No officer may alter a work
1006 schedule for the sole purpose of qualifying for posted overtime with the exception
1007 of Packer Games.
- 1008 h. Shift differential: NRT will receive shift differential of four hours a month per Article
1009 11.1
- 1010 i. Other Assignments. Except in cases of emergency, NRT Officers shall not be
1011 reassigned, or voluntarily work to fill minimum staffing or special events.
- 1012 7.11 DIVE TEAM:
- 1013 7.11.1 Dive Team requirements include:
- 1014 a. Minimum of 3-years as a Green Bay police officer.
- 1015 b. The selection process will be in accordance with Section 7.3.
- 1016 c. Prior to the selection process as described in section 7.3, candidates will be required
1017 to pass a physical agility test reasonably designed to measure their ability to perform
1018 the Dive Team role. This test shall be administered on a pass/fail basis; a member
1019 must pass the test to continue in the selection process.
- 1020 d. The training of the dive team shall be up to 12-training sessions per year. Training
1021 shall be preapproved by the dive team supervisor. The number of training
1022 sessions may be increased with the approval of the Chief of Police. It's
1023 contemplated that training sessions shall include all members of the dive team
1024 for training. Training that can be conducted by dive team members may be done
1025 in smaller groups. Dive team members may not attend training as a part of their
1026 work day if the attendance creates overtime on their shift.
- 1027 e. Members may flex their work day or receive payback compensation for attending
1028 or conducting dive related meetings and/or training on their work day. Members
1029 attending or conducting dive related meetings, equipment maintenance and/or
1030 training on their off time shall be compensated at time for time payback.
1031 Supervisor approval shall be required prior to any member flexing their hours or
1032 performing duties on their off time. Flexing shall be consistent with Appendix B.
- 1033 f. Members must be willing to respond to Dive Team call-ups pursuant to the
1034 procedures for allocation of overtime assignments under Article 6, and perform
1035 the duties as required by the OIC in charge (i.e. drivers, line tenders or other
1036 duties) excluding assignment as boat driver.
- 1037 g. Members must attend SCUBA certification training and any other training
1038 deemed necessary by the Dive Team Commander.
- 1039 h. Members must follow all procedures and guidelines set forth in the Dive Team
1040 Policy of the Green Bay Police Department. Applicants should review the policy
1041 prior to signing up.
- 1042 i. Dive Team Members shall be subject to the residency requirements as outlined
1043 in Article 35, Residency, of the Agreement.
- 1044 j. All Dive Team members may earn up to 3-hours of time for time payback per

month for physical conditioning time. The tracking of these hours shall be monitored between the Dive Team members and the supervisor.

7.11.2 Dive Support officers will be responsible for providing support for the Dive Team in the area of equipment maintenance and operation, diver line tending, general assistance to the divers, and other duties as needed. Dive Team Support Officer requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with 7.3.
- c. The department will maintain up to 6-Dive Support officers.
- d. Management reserves the right to determine how many Dive Support officers are required in the event of a call-in. Call-ins will be compensated per Article 6.
- e. Dive Support officers will train in conjunction with the Dive Team personnel under the Dive Team Training guidelines. The Dive Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Dive Support officers may flex their workday to attend training in accordance with Appendix B.
- f. Officers engaging in other Dive Support duties on their off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.
- g. When an opening for a position of Diver becomes available, the position will first be offered to Dive Support officers by seniority, prior to a general department posting.

7.11.3 Members of the Dive Team may be removed by written request of the team leader and a majority of the Dive Team members.

7.12 MARINE UNIT: When trained, officers assigned to the unit shall be deemed qualified to receive assignment to patrol the Fox River within the City of Green Bay and operate the Dive Team Boat under the procedures for allocation of overtime assignments contained in Article 6. The Marine Unit or Dive Team is at the mercy of the weather; therefore, the assignment may be cancelled at any time prior to the scheduled starting time without relief. Once the assignment starts and, in the case of the Marine Unit if it was scheduled for 3-hours or more, there shall be a minimum of 3-hours paid. The decision to cancel a Marine Unit assignment shall be made by a Marine Unit supervisor or the Shift Commander.

7.12.1 The department will create a Marine Unit, whose duty will be operation of the department watercrafts for purposes of harbor patrol and boat operation, including all related equipment, both for general harbor patrol duties, and watercraft operation in support for the department Dive Team. Marine Unit requirements include:

- a. Minimum of 3-years as a Green Bay police officer.

- b. The selection process will be in accordance with Section 7.3.
- c. Prior to the selection process as described in section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the Marine Unit role. This test shall be administered on a pass/fail basis; a member must pass the test to continue in the selection process.
- d. The department will maintain a minimum of 10-officers in the Marine Unit.
- e. Management reserves the right to determine how many Marine Unit officers are required in the event of a call-in. Call-ins, as well as posted harbor patrol details will be compensated per Article 6.
- f. Marine Unit officers will receive training in general watercraft operation, care, operation and maintenance of related equipment, navigation training, related waterway laws, and skills required for operation around divers.
- g. Marine Unit officers will train up to 8-hours per month. The Marine Unit Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Officers will train on a rotating basis with the Dive Team as scheduled by the Dive Team supervisory personnel. When not assigned to Dive Team training that month, the remaining Marine Unit officers will train separate from the Dive Team. Compensation for training will be actual hours at time for time via payback for those on their off time.
- h. Marine Unit officers may not attend training or perform equipment maintenance as part of their workday if the attendance creates overtime on their shift. Marine Unit officers may flex their workday to attend training in accordance with Appendix B.
- i. Officers engaging in other non-call-in Marine Unit duties on their regular off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

7.13 COMMUNITY CRISIS INTERVENTION TEAM (CCIT):

7.13.1 CCIT requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

7.13.2 The purpose of the CCIT is to:

- a. Establish a task force of officers to become the CCIT experts for the department.
- b. Track CCIT related calls for service to assist with analyzing mental health issues and calls for services to allow for the adoption of a problem-solving approach to mental health issues.
- c. Enhance community awareness and safety through information sharing.
- d. Increase officer safety through training and effective information sharing.
- e. Enhance community safety and reduce department workload by connecting consumers with services to help solve underlying problems thus trying to

1126 reduce chronic repeated calls with the same individual.

1127 7.13.3 Composition/Method of Selection: The Department will attempt to assign officers
1128 from the following shifts:

3-Day Shift	2-Midday Shift	3-Afternoon Shift
2-Evening Shift	3-Night Shift	3-Community Police
3-School Resource	2-Detective	

1129 The number of members assigned per shift shall be maintained. If a vacancy occurs
1130 because of a member leaving the shift or the team, then the position shall be posted
1131 for that shift. Those officers currently possessing the initial 40-hour introductory
1132 training through National Association on Mental Illness at the time the initial team
1133 posting comes down, shall become voluntary members of the team if they choose
1134 (aka: grandfathered) and be eligible for all provisions of 7.13. Should an officer choose
1135 to move to another shift or position, the officer shall be allowed to participate, but
1136 shall not be eligible for training and compensation provisions of 7.13. Any such
1137 officer may post back into full team status via future postings.

1138 7.13.4 Training Opportunities: Members selected to the CCIT shall receive CCIT and mental
1139 health related training. Members shall then select a CCIT specialty (two to three
1140 members per specialty), such as Post Traumatic Stress Disorder (PTSD),
1141 Schizophrenia, Alzheimer's and Elder care issues, etc. for focused training. The
1142 number of members in a specialty area and the selection of a specialty shall be made
1143 between the members of the CCIT and their supervisor with the supervisor having
1144 the final decision. The member shall then voluntarily attend any professional
1145 meetings and/or training within the employee's specialty. Specialized and
1146 non-specialized training opportunities and meetings shall be rotated among the
1147 members of the CCIT.
1148

1149 7.13.5 Compensation: Members attending CCIT related meetings and/or training shall be
1150 allowed to flex their hours in their work day. Members attending CCIT related
1151 meetings and/or training on their off day shall be compensated at time for time rate
1152 via payback. Members shall be allowed to voluntarily perform CCIT duties on their
1153 off time and shall be compensated at time for time rate via payback. Members who
1154 present or conduct training outside of their normal work hours shall be
1155 compensated at time for time via payback. Members shall be compensated for
1156 travel time and such travel time shall be included in the total sum of time beginning
1157 when members leave the GBPD and end when they return to the department.
1158 Supervisory approval shall be required prior to any member flexing their hours or
1159 performing duties on their off time. Under no circumstances shall an officer
1160 receive contractual overtime based on their membership in the CCIT. All
1161 compensation must be in compliance with the Fair Labor Standards Act.

1162 7.13.6 Duties: The following duties shall be in addition to the duties of the officer in their
1163 current capacity:

- 1164 a. Conduct follow-up investigations and analysis of CCIT related activity.
1165 b. Present to community groups about CCIT, mental health issues and the

1166 department response.

1167 c. Participate in and represent the GBPD at professional law enforcement
1168 organization meetings regarding CCIT and mental health issues.

1169 d. Participate in and represent the GBPD at mental health organization meetings
1170 regarding CCIT and mental health issues.

1171 7.13.7 In the event the Department implements mandatory CCIT training for all sworn
1172 members, Section 7.13 shall become moot. In this event, the Department shall
1173 establish a CCIT Coordinator position in the Behavioral Health Unit to coordinate
1174 CCIT training for all members.
1175

1176 7.14 BEHAVIORAL HEALTH UNIT (BHU): BHU requirements are:

1177 7.14.1 Minimum of 3-years as a Green Bay police officer.

1178 7.14.2 The selection process will be in accordance with Section 7.3.

1179 7.14.3 Officers selected for the BHU position will attend and complete the 40-hour CIT
1180 Certification Course.

1181 7.14.4 Officers will be assigned to an administrative schedule, (5-2, 4-3); the primary hours
1182 will be 10:30 am-7:00 pm.

1183 7.14.5 Except in cases of emergency, BHU Officers shall not be reassigned, or voluntarily
1184 work to fill minimum staffing.

1185 7.14.6 With supervisory approval BHU Officers may voluntarily deviate from their shift
1186 schedule to attend meetings, appointments, etc. as long as hours consistent with
1187 the Administrative schedule are maintained.

1188 7.14.7 BHU Officers shall select vacation separate from the Mid-Day shift of the Operations
1189 Division.

1190 7.14.8 Hours approved by a supervisor that are worked in excess of the scheduled workday
1191 shall be compensated in accordance with Article 6. An exception is when the
1192 approved work is performed at the initiative of and voluntarily by the officer to meet
1193 the needs of the officer's assignment in the BHU. These hours are compensated at
1194 straight time off in compliance with FLSA limitations. No officer may alter a work
1195 schedule for the sole purpose of qualifying for posted overtime with the exception
1196 of Packer Games. (CPTE)

1197 ~~7.14.9 This will be a 3 year assignment, with a possible extension of an additional 1 year.~~
1198 ~~Upon completion of this assignment, the officer will return to the division where the~~
1199 ~~officer left and slot in where the officer's seniority will take them. The officer may~~
1200 ~~apply for an alternative position available by department wide posting during or at~~
1201 ~~the completion of this assignment. An Officer may reapply but the list of candidates~~
1202 ~~must be exhausted prior to receiving an additional assignment.~~

1203 7.15 PEER OFFICER SUPPORT TEAM (POST):

1204 7.15.1 The purpose and requirements of POST are:

1205 a. Establish a team of officers to become skilled in facilitating critical incident

- 1206 stress related debriefings, defusing, managing, supporting and educating
1207 officers involved in critical incidents.
- 1208 b. Provide individual, voluntary and confidential coaching for officers in trauma
1209 recognition and resolution, job stress management strategies, and professional
1210 growth and development.
- 1211 c. Minimum of 3-years as a Green Bay police officer.
- 1212 d. The selection process will be in accordance with Section 7.3.
- 1213 7.15.2 Composition/Method of Selection: The Department will make reasonable efforts to
1214 evenly distribute POST assignments to each shift and assignment.
- 1215 7.15.3 Training Opportunities: Members selected to the POST will receive training related
1216 to the team's functions. Members will then select a POST specialty such as
1217 Debriefing, Defusing, Grief and Loss, Crisis Management Briefing, Critical Incident
1218 Adjustment Support or Pre-Crisis Education. The number of members in a specialty
1219 area and the selection of a specialty will be made between the members of the POST
1220 and their supervisor with the supervisor having the final decision. The member will
1221 then voluntarily attend any professional meetings and/or training within their
1222 specialty. Specialized and non- specialized training opportunities and meetings shall
1223 be rotated among the members of the POST.
- 1224 7.15.4 Compensation: Members attending POST related meetings and/or training shall be
1225 allowed to flex their hours in their workday. Members attending POST related
1226 meetings and/or training on their off day shall be compensated at time for time rate
1227 via payback. Members will be allowed to voluntarily perform POST duties on their
1228 off time and will be compensated at time for time rate via payback. Members who
1229 present or conduct training outside of their normal work hours will be compensated
1230 at time for time via payback. Members will be compensated for travel time and such
1231 travel time will be included in the total sum of time beginning when members leave
1232 the GBPD and end when they return to the department. Supervisory approval will be
1233 required prior to any member flexing their hours or performing duties on their off
1234 time. Under no circumstances will an officer receive overtime based on their
1235 membership in the POST.
- 1236 7.15.5 Duties: The following duties will be in addition to the duties of the officer in their
1237 current capacity:
- 1238 a. Facilitate critical incident debriefing at shift level and department level.
- 1239 b. Provide private crisis intervention services as needed, while working within level
1240 of competence and make appropriate referrals.
- 1241 c. Communicate ongoing information to the POST coordinator after deployment.
- 1242 d. Attend and facilitate POST training to maintain skills and abilities.
- 1243 e. Update peer support nomination/information forms to reflect current
1244 experience, education, and training in crisis management.
- 1245 7.16 HONOR GUARD UNIT:
- 1246 7.16.1 Honor Guard requirements include:

1247 a. There are no minimum years of experience required. There will be a Department
1248 wide posting and selection based on seniority.

1249 7.16.2 Honor Guard members selected to participate in Honor Guard Unit events shall be
1250 allowed to flex the hours in their workday for the purpose of travel to and/or
1251 attendance at events as requested by the Honor Guard Commander or designee.

1252 7.16.3 This is intended to primarily apply to events where attendance at the event would
1253 serve as part or all of their workday depending on the length of the event.

1254 7.16.4 Events short in nature, generally under 5-hours in length, shall continue to be
1255 compensated via payback for those on their normal off time.

1256 7.16.5 Voluntary training attended by a member on their normal off time shall be
1257 compensated at a time for time rate via payback.

1258 7.17 POLICE MOTORCYCLE OPERATOR/INSTRUCTOR:

1259 7.17.1 Motorcycle Operator Qualifications:

1260 a. Minimum of 3-years of service as a full-time, sworn police officer.

1261 b. Current Class M (motorcycle) endorsement.

1262 c. Successful completion of the Motorcycle Operator certification course.

1263 d. Position openings will be based on needs and/or openings on a shift. The Chief
1264 will post department wide the number of positions available to attend the
1265 Motorcycle Operator certification course. If more officers sign to attend the
1266 Motorcycle Operator certification course than positions available or anticipate
1267 being available, then seniority will determine who attends the training.

1268 7.17.2 Motorcycle Instructor: In addition to all requirements in 7.17.1:

1269 e. Successfully complete a nationally recognized Police Motorcycle Instructor Course.

1270 f. Successfully complete Instructor recertification.

1271 g. The selection process will be in accordance with Section 7.3.

1272 7.17.3 Police motorcycle instructors shall perform instruction under the same guidelines as
1273 members of the Training Unit with regards to compensation and flexing of work
1274 days/hours.

1275 7.17.4 All other standards set forth in the GBPD Motorcycle Unit Policy shall apply.

1276 7.18 TRAFFIC CRASH RECONSTRUCTION TEAM:

1277 7.18.1 Requirements include:

1278 a. Minimum of 3-years as a Green Bay police officer.

1279 b. The selection process will be in accordance with 7.3

1280 7.18.2 New members shall not be limited to those in the uniformed Patrol Division.
1281 Members assigned to the team must successfully complete extensive initial training
1282 sessions for the position. Team members shall flex their workday/workweek to
1283 attend Traffic Reconstruction Team training.

1284 7.18.3 The desirable qualification of the Traffic Crash Reconstruction Team is a commitment

by the officer to remain on the team for 5-years. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive the officer's opportunity for any promotion until the full 3-year commitment to the program is completed.

7.18.4 Should an officer accept a position outside of the patrol division, excluding promotion to Command Officer rank, such officer shall retain the officer's status as a Traffic Crash Reconstruction Team member.

7.18.5 A Traffic Crash Reconstruction Team member may elect to discontinue the officer's status as a member after satisfying the 5-year commitment.

7.18.6 It is contemplated that this team shall be comprised of 4-members.

7.19 TRAINING UNIT: To establish a formal Training Unit made up of officers and supervisors responsible for providing continuing training in the Green Bay Police Department. The Department shall determine the number of officers in the Training Unit and the subjects of training for members of the Department. The Training Unit shall relate to training in the certifications of firearms, DAAT, EVOC, professional communications and vehicle contacts.

7.19.1 Training Unit requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3.

7.19.2 Composition of Unit. The Training Unit shall be comprised of members of the GBPD. One-half of the members of the Training Unit may come from the supervisors of the Department. One-half of the Training Unit shall come from members of the Police Association. Note: Management reserves the right to determine the supervisors who shall be part of the unit on an annual basis. The Training Unit supervisory staff may assign the Range Master to other shifts or work hours on their normal workday for training purposes.

7.19.3 Selection of Trainers. The complement of trainers would be selected from officers from Days/Special (excluding SROs and DTFs), Afternoons/CPOs, Evenings/Nights and the Detective Division.

7.19.4 Participation in Training Unit. Any Training Unit members who receive department sponsored training shall be committed to the Unit for 4-years. The Training Unit members may be directed to use their skills in any department position as directed by the Training Unit supervisory staff.

7.19.5 Assignment of Training. A minimum of 50% of the training assignments in any calendar year (on an hour-by-hour basis) shall be assigned to members of the Association. All training that Training Unit members attend shall be compensated under Article 29 of the Collective Bargaining Agreement with payback. All Training Unit meetings and training provided by Training Unit members who are instructing shall be compensated at time for time payback. Any time spent by a trainer in addition to 8½-hours conducting training shall be compensated at time and a half.

Unit members agree they are volunteering to change shifts as directed by the Training Unit. The Training Unit may assign instructors to other shifts or work hours

for training purposes. The Department shall provide a 14-day notice for involuntary flexing of hours. The Training Unit may assign instructors to other shifts or work hours for in-service. Training Unit officers/supervisors conducting any training shall be required to document the training as directed by the Training Unit and submit the documentation to the Training Unit.

7.19.6 Selection for Education Opportunities. Training Unit members shall receive first opportunity for any training in any discipline in the Training Unit by seniority by shift.

Training opportunities for each shift shall be determined on the basis of the needs of the shift and after the consultation with the Training Unit members and Association representatives. If only one officer is to be trained in a certification, the training will be determined by the Police Department from the Training unit membership. In addition to the Rangemaster, the two nonsupervisory Training Unit members on each shift shall be trained and be eligible for recertification training in Firearms and DAAT certifications. These officers shall be eligible for training and recertification training in other certifications.

7.19.7 This Training Unit defines and deems “training” as neither a supervisory nor non-supervisory duty assignment, nor a duty assignment which may be performed by either supervisors or non-supervisors.

7.20 PROFESSIONAL STANDARDS DIVISION OFFICER POSITION:

~~7.20.1 A minimum of 3-years as a Green Bay Police Officer is required for this position. Officers shall be selected from the pool of Field Training Unit Officers (FTOs) To qualify, an FTO must have previously been assigned at least one probationary officer for a minimum of one “step” as prescribed in the FTO program process. The active FTO lists to be used for selection shall be those maintained by the FTO Commander/Professional Standards Division (PSD).~~

~~7.20.2 Officers shall be assigned to this position for a 2-year, non-renewable period, regardless of the unit they were assigned from (FTO or Training). There is no time commitment to this position, however, once an officer accepts the position and leaves, whether by choice, completion of the assignment, or removed for cause, the officer shall not be eligible to re-apply.~~

~~7.20.3 Upon completion of this assignment, officers shall return to the opening available in the division they vacated, (Operations or Investigations) unless they post into an alternate position available at the completion of this assignment.~~

7.20.4 Officers shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours require **requires** supervisory approval.

7.20.5 Officers retain the ability to sign for all overtime they would have been eligible for had they not accepted the PSD position.

7.21 DRUG TASK FORCE (DTF).

7.21.1 DTF requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
 - b. The selection process will be in accordance with Brown County's process.
- 7.21.2 Shift:
- a. DTF shift will be a 5/2 – 4/3 schedule.
 - b. Shifts will commence at 11:30a–8p.
 - c. If court is scheduled for 10a or 10:30a, the officers will flex their shift (10a–6:30p).
 - d. If court starts before 10a, then the officer gets the court overtime.

~~7.21.3 Length of Term. This will be a 4-year assignment with no ability to reapply. Upon completion of this assignment, the officer will return to the division from which they came where the officer's seniority will take them. Officers shall have a 4-year commitment with no ability to re-up. Officers assigned to DTF shall have their current assignment credited toward that 4-year period (e.g., officer XX has been there 1½ years, so Officer X will have an additional 2½ years). The increased commitment will benefit the police officer, police department and the DTF. It will allow for training, schools, etc. that can only be justified with a longer commitment.~~

~~7.21.4 Assignment to DTF & Interview Panel. An interview process is acceptable – utilizing the BCSD's current system, as long as the GBPD union has a seat on that panel (the GBPD sitting on the panel for a GBPD interview). In addition, officer candidates shall no longer be limited based upon seniority – it shall be opened up to all officer's holding the rank of Advanced Police Officer (APO) and above.~~

7.21.5 Flex Time & Vacation Days. Officers must provide a minimum 24-hour advance notice when requesting vacation. Flex time shall be determined consistent with Appendix B.

7.22 TRAFFIC OFFICERS:

7.22.1 Traffic Officer requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

7.22.2 Officers will be assigned to an admin schedule 5-2 Monday thru Friday, 4-3 Monday thru Thursday work week. Officers on the same shift will work opposite work weeks to allow Monday thru Friday coverage. Traffic officers may be posted for pre-determined shifts and schedules based on the specific needs of the community and the department (i.e. a traffic officer on the evening shift or night shift would be assigned to a group to help address OWI concerns). Traffic Officers would be allowed to flex their hours to allow for special projects or problem areas. Flexing of shifts will need prior approval from the supervisor.

7.22.3 The traffic officer will count towards safety staffing.

7.22.4 The department may provide training for salvage inspection to the traffic officer who will be placed on a schedule that will allow for salvage inspection. While on inspection assignment, and with prior supervisory approval, the officer's hours can be flexed for the purposes of facilitating inspections that could not be done due to the requestor being

1407 unavailable during the officer's normal working hours. In the event the salvage
1408 inspection duties on any given day have been completed, the officer will resume other
1409 traffic unit duties as assigned or needed. Officers trained in salvage inspection will be
1410 allowed to continue working as a salvage inspector after completing traffic assignment.
1411 While performing scheduled salvage inspection duties, traffic officers will not count
1412 toward staffing numbers.

1413 7.22.5 Police motorcycle operations certification is not required to be a traffic officer. If a traffic
1414 officer wishes to be motorcycle operation certified, the traffic officer(s) will be given
1415 preference to attend the certification training. All other requirements of the motorcycle
1416 unit must be met.

1417 7.22.6 This will not preclude other officers from being assigned to traffic duties. Traffic duties
1418 can be assigned to patrol officers as staffing allows.

1419 7.22.7 This will be a 4-year assignment, with a possible extension of an additional 2-years. Upon
1420 completion of this assignment, the officer will return to the patrol division where the
1421 officer's seniority will take them. The officer may apply for an alternative position
1422 available by department wide posting during or at the completion of this assignment. If
1423 a current traffic officer signs for a traffic officer position via department wide posting
1424 for a different shift and accepts the position, this officer's time in the traffic officer
1425 position does not start over and will be a continuation of the time already served as a
1426 traffic officer. Once an officer accepts and is assigned to the position as a traffic officer,
1427 that officer will not be eligible for another traffic assignment until all other eligible
1428 officers have had an opportunity to accept and be assigned to the traffic officer position.

1429 7.22.8 Excess Hours. Hours approved by a supervisor that are worked in excess of the
1430 scheduled workday shall be compensated in accordance with Article 6. An exception is
1431 when the approved work is performed at the initiative of and voluntarily by the officer
1432 to meet the needs of the officer's assignment. These hours are compensated at straight
1433 time off in compliance with FLSA limitations. No officer may alter a work schedule for
1434 the sole purpose of qualifying for posted overtime with the exception of Packer Games.

1435 7.23 ANIMAL CONTROL OFFICER

1436 7.23.1 Qualifications for this position are:

- 1437 a. Minimum of 3-years as a Green Bay police officer.
1438 b. The selection process for Animal Control Officers will be in accordance with Section
1439 7.3.

1440 7.23.2 Core hours will be 7:30 AM to 4:00 PM on an administrative work schedule.

1441 7.23.3 Animal Control Officers may flex their work hours with supervisory approval.

1442 7.23.4 Animal Control Officers shall not be counted toward minimum safety staffing.

1443 7.24 ~~RANGEMASTER~~ FULL-TIME TRAINING OFFICER / RANGEMASTER

1444 7.24.1 Qualifications for this position are:

- 1445 a. Minimum of 3-years as a Green Bay police officer.
1446 b. The selection process for Range Master or other full-time assignment of an officer

1447 to the Training Unit will be in accordance with Section 7.3.

1448 7.24.2 Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule.

1449 7.24.3 The Rangemaster / training officer may flex his/her work hours with supervisory

1450 approval.

1451 7.24.4 The Rangemaster / training officer may, with supervisory approval, be compensated

1452 time-for-time via payback for voluntarily performing Rangemaster duties outside of

1453 his/her regular work hours, not including annual Department in-service training.

1454 7.24.5 Rangemaster / Full-time training officers must receive DAAT and Firearm certification

1455 within 6-months of appointment. If the selected candidate does not have the necessary

1456 training at the time of appointment, DAAT and Firearm training will be paid by the Police

1457 Department.

1458 7.25 TRAFFIC SERGEANT

1459 7.25.1 Qualifications for this position are:

1460 a. Minimum of one year as a GBPD Sergeant.

1461 b. The selection process for Traffic Sergeant shall be in accordance with Section 7.3.

1462 7.25.2 Hours: Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule. The

1463 Traffic Sergeant may flex their schedule with supervisor approval for a valid operational

1464 purpose.

1465 7.25.3 Vacation: The Traffic Sergeant shall pick annual vacation leave individually.

1466 7.25.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the

1467 scheduled workday shall be compensated in accordance with Article 6. An exception

1468 is when the approved work is performed at the initiative of and voluntarily by the

1469 sergeant to meet the needs of the sergeant's traffic duties. These hours are

1470 compensated at straight time off in compliance with FLSA limitations. No sergeant may

1471 alter a work schedule for the sole purpose of qualifying for posted overtime with the

1472 exception of Packer Games.

1473 7.25.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.

1474 7.25.6 Other Assignments: The Traffic Sergeant shall only be allowed one other detached

1475 assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill

1476 minimum staffing or special events.

1477 7.26 CANINE SERGEANT

1478 7.26.1 Qualifications for this position are:

1479 a. Minimum of one year as a GBPD Sergeant.

1480 b. The selection process for Canine Sergeant shall be in accordance with Section 7.3.

1481 7.26.2 Hours: Core hours will be Mid-Day shift hours, 10:30 AM to 7:00 PM on an

1482 administrative work schedule. The Canine Sergeant may flex their schedule with

1483 supervisory approval and for a valid operational purpose.

1484 7.26.3 Vacation: The Canine Sergeant shall pick annual vacation leave individually.

1485 7.26.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the

scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the sergeant to meet the needs of the sergeant's canine duties. These hours are compensated at straight time off in compliance with FLSA limitations. No sergeant may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.

7.26.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.

7.26.6 Other Assignments: The Canine Sergeant shall only be allowed one other detached assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill minimum staffing or special events.

7.27 PROFESSIONAL STANDARDS DIVISION DETECTIVE POSITION

7.27.1 Qualifications for this position are:

- a. Minimum of one year as a GBPD Detective.
- b. The selection process for PSD Detective shall be in accordance with Section 7.3.

7.27.2 Hours: PSD Detectives shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours require supervisory approval.

7.27.3 Duties: Detectives assigned to PSD shall not make recommendations related to whether a GBPD policy has been violated, or the imposition, type, or amount of discipline or corrective action.

7.28 MOBILE RESPONSE TEAM

7.28.1 Qualifications for this position are:

- a. Minimum of two years as a sworn GBPD member.
- b. The selection process for MRT positions shall be in accordance with Section 7.3.

7.28.2 Requirements for this position are:

- a. Attend MRT training as required.
- b. Successfully compete a basic police cyclist certification and police bicycle response team training course.
- c. Willingness to respond to MRT call-ins and serve in whatever capacity as required by the OIC on the scene.
- d. The MRT may train up to 8 hours per calendar month. Upon management approval, the MRT may conduct one in-service training per year that is up to 40 hours in length in addition to the monthly training, for which MRT members shall adjust their work week.
- e. Training hours may not be carried over outside the calendar month. Exceptions may be granted by the MRT Commander on a case by case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved by MRT supervisory personnel. MRT officers may flex their workday to attend training in accordance with Appendix B.
- f. Nothing in this section prevents MRT members, with supervisory authorization, from attending additional training related to specialties within MRT.
- g. MRT members shall follow all procedures and guidelines set forth in the MRT

policy of the Green Bay Police Department. Applicants should review the policy prior to applying.

- h. MRT members shall be subject to the residency requirements outlined in Article 34 of this Agreement.
- i. The City shall provide MRT members with certain basic clothing and safety equipment as needed. Examples include, but are not limited to, safety glasses/goggles, basic duty uniform, protective gear.
- j. Members may not simultaneously be assigned to both the SWAT and MRT teams.

7.29 MAINTENANCE OF 2-PERSON BUFFER:

7.29.1 For those teams where it is specifically referenced in Article 7, officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers. Compensation for training will be actual hours at time for time via payback for those on their off time.

- a. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
- b. If the training occurs during all or part of the officers' regular working hours, the officer may be pulled from training at any time to resume regular duties.
- c. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of their regular affected shift.
- d. The Shift Commander has the discretion to allow attendance below the 2-person buffer on a case-by-case basis, dependent upon the work environment present at the time the training is to begin.

**ARTICLE 8
RETIREMENT**

- 8.1 Officers make the same Wisconsin Retirement System (WRS) contributions as general municipal employees.

**ARTICLE 9
PAY PERIOD**

- 9.1 PAY PERIOD. All personnel shall be paid bi-weekly through direct deposit.

**ARTICLE 10
PAY SCHEDULE**

- 10.1 SCHEDULE A. The pay of employees of the GBPD occupying classified positions shall be on the basis of Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and an hourly basis and are based on a full-time employment at normal working hours.
- 10.2 FUTURE PAY ADJUSTMENTS. The pay schedule for Specialist I is set at the 1995 rate plus 3% for the rank of Patrol Sergeant and Detective Sergeant in the Green Bay Police Department, which ranks are being eliminated from the table of organization effective with the ratification of the

1996 contract, and it is stipulated by the City that for both internal and external wage comparison purposes for future contracts the Specialist I position shall be conclusively presumed to compare with a position comparable to that of patrol and detective sergeant in the GBPD before their elimination, and that there continue in future contracts a similar proportional spread between the rate paid to Specialist I and that paid to top patrol officer. It is also stipulated that there continue in future contracts a similar proportional spread between the rates paid to Specialist I and Specialist II as the spread which exists in the pay schedule in this contract.

ARTICLE 11
ADDITIONAL PAY

- 11.1 SHIFT DIFFERENTIAL. All employees not assigned to the day shift shall receive, in addition to their base pay, an amount equal to the number of hours designated below based upon the hourly rate of top patrol officer. The shift differential pay shall be on a monthly basis, but paid with the employee's bi-weekly pay. Shift differential pay shall be administered in the same manner as it was when expressed in dollar amounts.

Patrol Division	10:30a to 7:00p shift 2:15p. to 10:45p shift 10:30p to 7:00a shift 7:00p to 3:30a shift	1½ hours per month 3 hours per month 4 hours per month 4 hours per month
Detective Division	2:30p to 11:00p shift	3 hours per month
Drug Task Force	11:30a to 8:00p shift	3 hours per month

- 11.2. DETECTIVE PREMIUM PAY. Members promoted to the rank of Detective pursuant to Article 30 shall receive an \$80.00 per month premium, which shall become part of their base salary upon promotion.
- 11.3. LANGUAGE PREMIUM PAY. Members with sufficient skill in communicating in one or more languages other than English shall receive an annual premium payment of \$500.00, to be paid with their uniform allowance. The Department shall determine the means of measuring language skill and the languages that will be eligible for compensation.
- 11.4 PHYSICAL FITNESS PREMIUM PAY. Members shall be eligible for an annual physical fitness incentive of up to \$540.00 upon successful completion of a City designed physical fitness test (PFT). Scheduling of the PFT, make-up, and/or PFT re-test shall be determined by the Chief of Police or designee.
- 11.4.1 A member who successfully completes the PFT with a passing time shall receive the incentive payment.
- 11.4.2 If a member does not pass the PFT on their first attempt, they shall have the following options:
- a. A member completing the course but not passing may receive \$100.00 for completion of the course, or;
 - b. The member may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The member shall be allowed to re-take the PFT at the next available make-up date. If the member passes the PFT on their second

1608 attempt they shall receive an incentive payment of \$250.00 in that calendar
1609 year.

1610 11.4.3 All payments are subject to appropriate tax withholding rules.

1611 11.4.4 A member who is incapacitated during the PFT may test at an alternate time established
1612 by the City. In the event a member has a medical restriction preventing participation in
1613 a particular portion of the PFT, the City shall establish an alternate testing procedure.

1614 11.4.5 A PFT design committee consisting of 1-representative selected by the Association, 1-
1615 Command Officer, and 1-representative from City Human Resources shall assist the
1616 Chief of Police or designee in developing changes to the physical fitness test. Outside
1617 experts such as trainers, physical therapists, or other appropriate personnel may be
1618 engaged by the PFT design committee to provide advice and guidance in developing the
1619 test.

1620 **ARTICLE 12**

1621 **CLOTHING ALLOWANCE**

1622 12.1 The Department will supply newly hired officers with their initial issue of all uniforms and
1623 equipment necessary to perform the duties of a police officer. Those items will remain
1624 department property. After this initial equipment issuance, maintenance and replacement of
1625 uniforms and equipment is the member's responsibility, with the exception of firearms or any
1626 other equipment covered elsewhere in this Agreement.

1627 12.2 An additional "clothing allowance" will be provided annually at the beginning of the employee's
1628 next calendar year for the maintenance and replacement of uniform items. Officers may
1629 purchase additional items on their own and maintain possession of all items purchased after
1630 initial department issue.

1631 12.2.1 In the case of personnel assigned to plain clothes assignments (Investigations,
1632 Administration) the annual clothing allowance shall be \$613.00.

1633
1634 12.2.2 In the case of personnel assigned to the Operations Division (uniform personnel) the
1635 annual clothing allowance shall be \$572.00.

1636 **ARTICLE 13**

1637 **DUTY INCURRED DISABILITY PAY**

1638 13.1 DISABILITY PAY. An employee injured in the line of duty shall receive full pay for a period of
1639 180-days while disabled from performing normal duties. In the event the disability extends
1640 beyond 180-days, application for extension of time may be made to the City's Personnel
1641 Committee, which shall determine whether to extend, which determination shall be consistent
1642 with past extension determinations.

1643 **ARTICLE 14**

1644 **VACATIONS**

1645 14.1 VACATION BENEFITS.

In This Year of Employment	# of Working Days Employee Shall Receive
1	8
2	13

6	16
7	17
8	18
9	19
11	21
13	24
16	25
18	27
19	28
20	30

1646 14.2 ACCUMULATION. Accumulation of vacation leave with pay shall, on December 31 of each year,
1647 not exceed 30-days.

1648 14.3 PATROL VACATION SELECTION.

1649 a. The number of officers allowed on the day shift (6:15 am to 2:45 pm) will remain at 4-
1650 officers until staffing on the day shift reaches a staffing level of 23-officers. At that time
1651 the number allowed off will be 3-officers.

1652 b. Initially 1-officer on the midday shift will be allowed off until the shift reaches a staffing
1653 level of 7-or more officers, 2-officers will be allowed off.

1654 c. The number of officers allowed off on each shift will be as follows:
Day Shift 4-officers Midday Shift 2-officers
Afternoon Shift 4-officers Evening Shift 2-officers
Night Shift 4-officers

1655 d. A seniority roster for each shift shall be posted at the beginning of each year along with
1656 a calendar identifying off-day groups. This calendar is signed in order to make other
1657 officers aware of time available, but the selection is not official until the officer signs the
1658 shift commander's vacation calendar and submits a vacation request via telestaff to the
1659 shift commander. The shift commander shall initial and date all requests when the
1660 commander receives them. If an officer wishes to cancel a vacation, it shall be the
1661 officer's responsibility to contact the shift commander, who shall have the responsibility
1662 of pulling the request. The shift commander shall then cross the officer's name off of
1663 the calendar. This shall give other officers an opportunity to take this time off if they
1664 wish.

1665 14.4 DETECTIVE VACATION SELECTION. All vacations must be approved by the Detective Supervisor
1666 who shall be responsible for staffing needs. Detectives on an administrative schedule shall pick
1667 together. A minimum of 3-administrative schedule Detectives shall be allowed off at any one
1668 time, and a minimum of 2-afternoon shift detectives shall be allowed off any one time. In the
1669 event there is a change in the Detective staffing levels, the parties agree to collectively bargain
1670 regarding possible changes to this provision.

1671 14.5 OTHER OFF-TIME REQUESTS FOR DETECTIVE DIVISION. The officer shall request via telestaff to
1672 the Lieutenant no less than 5-days prior to the day they wish to have off. The Lieutenant shall
1673 initial and date the request upon receipt. If more requests are submitted than officers allowed

1674 off at a time for a particular day, the date the request was submitted shall dictate who gets the
1675 day off. In other words, first-come, first-served. If more than one card is submitted on the same
1676 day, then seniority shall prevail. It shall not make any difference what type of request - vacation,
1677 off time coming, personal day or payback is submitted. When the Lieutenant refuses a request
1678 for time off, it shall be marked "refused" and dated. Under exceptional circumstances the
1679 Lieutenant may accept a request for time off with less than 5-days notice.

1680 14.6 TRAFFIC OFFICER VACATION. Traffic officers will select the first 3-vacation picks against all other
1681 traffic officers regardless of shift or schedule with only half of the total traffic unit officers off
1682 at any one time. Traffic officers will then pick all other off time with the shift that the traffic
1683 officer is assigned to.

1684 **ARTICLE 15**
1685 **VACATION PAY USED FOR SICKNESS**

1686 15.1 RULE. Absence on account of sickness, injury, or disability in excess of that hereinafter
1687 authorized for such purposes may, at the request of the employee and within the discretion of
1688 the department head, be charged against vacation leave allowance.

1689 **ARTICLE 16**
1690 **SICK LEAVE**

1691 16.1 ACCUMULATION. All employees shall be granted sick or emergency leave with pay of 1-full
1692 working day for each month of service with no limit on accumulation. An employee may use
1693 sick leave or emergency leave for absences necessitated by injury or illness of the officer or
1694 officer's family. An employee using sick leave shall not be allowed to work previously posted
1695 and signed for overtime within 8-hours of sick leave use.

1696 In order to be granted sick leave or emergency leave an employee must:

1697 16.1.1 Report prior to the start of the workday to the department head or supervisor the
1698 reason of the absence.

1699 16.1.2 Keep the department head informed of the employee's condition and the anticipated
1700 date of return to work.

1701 16.1.3 Be legitimately ill or attending a member of the immediate family who is ill and unable
1702 to care for themselves or make other arrangements for care.

1703 a. For purposes of this article, "immediate family" shall mean spouse, parent,
1704 stepparent, child, stepchild, foster child, guardian or sibling.

1705 16.2 VERIFICATION. All sick leave requested is subject to verification. The department head may
1706 request reasonable evidence from the employee to achieve verification.

1707 16.3 MISUSE. Misuse of sick leave may subject the employee to disciplinary action per the
1708 Agreement. To avoid misuse, management may periodically review amounts of use as well as
1709 patterns of use and counsel employees on problem areas. A pattern in and of itself, does not
1710 constitute abuse.

1711 16.4 HEALTH INSURANCE PAYMENT PROGRAM. All employees reaching normal retirement or
1712 disability prior to attaining such age shall be eligible to continue in the City's health insurance
1713 group plan until the age of 65. The City shall pay all of the monthly premium payable, provided

that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of up to a maximum of 135 accumulated days of unused sick pay standing to the credit of that employee as of that employee's date of retirement:

- 100% for employees retiring under disability retirement.
- 100% for employees retiring into the State Retirement System.

Catastrophic Illness: During the period 3-years prior to the employee's normal retirement date, if the employee is injured or ill for more than 50-consecutive calendar days but less than 6-calendar months, there shall be no reduction from the employee's sick leave accumulation. In order to receive this benefit the employee must have reached the maximum accumulation of sick leave at some point in their career. The employee shall perform alternative duty if it is available and the employee is capable of performing same.

16.5 CONVERSION. During the 5-years before an officer's normal retirement date, the officer may convert accumulated and unused vacation or other compensable off-time to sick leave days on the same basis as presently allowed in the firefighter Agreement.

16.6 EMPLOYEE PAYMENT. After the amount expended for any employee reaches the limit for such employee, the monthly premium shall thereafter be paid by the employee.

16.6.1 Surviving spouses, until remarriage, shall be eligible to apply the escrowed amount for health insurance premium payment purposes.

16.6.2 Dependent children, in accordance with regular City policy, shall be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse shall terminate the eligibility of dependent children for this benefit.

16.6.3 Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the City.

16.6.4 This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by the City of Green Bay.

16.6.5 If death of a covered protective service employee occurs before retirement, up to a maximum of 135-sick leave days shall apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.

16.6.6 An employee who has retired or in case of the employee's death, the spouse has the right to leave the amount credited to the escrow account for "Health Insurance Purposes" until the end of the calendar year he/she attains the age of 65. At that time they shall have to begin using the escrow account for "Health Insurance Purposes."

ARTICLE 17

1754 **HEALTH AND DENTAL INSURANCE**

1755 17.1 Employees will pay 15% and the City will pay 85% of the single or family premium for health
1756 care insurance benefits.

1757 17.1.1 Employees may reduce their health insurance premium contribution up to a maximum
1758 of 2.5% per year by successfully participating in the Wellness Incentive Program as
1759 follows:

1760 a. Employee's health care insurance premium will be reduced by 2.5% if the employee
1761 is carrying single coverage and participates in the Health Risk Assessment.

1762 b. Employee's health care insurance premium will be reduced by 2.5% if the employee
1763 is carrying family coverage and both employee and spouse participate in the Health
1764 Risk Assessment.

1765 c. Employee's health care insurance premium will be reduced by 1.25% if the
1766 employee is carrying family coverage and only the employee or the employee's
1767 spouse
1768 participates in the Health Risk Assessment.

1769 17.1.2 Employees may participate in and pay health insurance premiums in accordance with
1770 the City's Health 1265 Program.

1771 17.1.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium
1772 for dental insurance benefits.

1773 **ARTICLE 18**
1774 **LIFE INSURANCE**

1775 18.1 BENEFIT. All police officers shall receive the present life insurance program at no cost to the
1776 individual officer. Employees shall have the option to purchase additional life insurance for
1777 themselves. Additionally, life insurance for spouse and dependent children shall be made
1778 available as an option. Employees shall pay all premium costs for the additional optional
1779 insurance through payroll deductions.

1780 **ARTICLE 19**
1781 **JURY DUTY**

1782 19.1 RULE. An employee may be granted a leave of absence with pay if called for jury duty during
1783 working hours.

1784 **ARTICLE 20**
1785 **FUNERAL LEAVE**

1786 20.1 LEAVE GRANTED. Each employee shall be entitled to the following funeral leave:

1787 20.1.1 When there is a death in the immediate family of an employee, ("immediate family"
1788 being defined as that of employee's spouse, parent, guardian, child of employee,
1789 grandchildren, grandparents, stepparents, brother, sister, mother-in-law, father-in-
1790 law), a maximum of 3-working days shall be granted with pay to such employee. Travel
1791 time to and from the funeral may be taken in addition to the 3-days referred to above
1792 with the approval of the department head and may, at the employee's option, be
1793 counted as sick leave or vacation.

1794 20.1.2 When there is a death in the family of an employee, ("family" being defined as spouse's
1795 grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle
1796 of employee or spouse), a maximum of 2-working days with pay shall be granted to such

1797 employee.
1798 20.1.3 All employees who act as pallbearers for any deceased person whose funeral takes place
1799 during regular working hours may also be granted time off, with pay, with the
1800 permission of the employee's commanding officer.

1801 **ARTICLE 21**
1802 **DUES DEDUCTION**

1803 21.1 CITY DUTY. The City agrees to deduct from the paycheck of each member of the Association, by
1804 written authorization from the member, a sum as ~~Bargaining Unit~~ **determined by the**
1805 **Association for** dues and remit the same to a designated Bargaining Unit Officer as soon as
1806 possible after the close of each month. **A member's payroll deduction authorization allows the**
1807 **City to deduct whatever amount is determined by the Association for dues. The Association**
1808 **shall notify the City, in writing, at least 30 days in advance of any change in dues to be deducted.**
1809

1810 **ARTICLE 22**
1811 **HOLIDAYS**

1812 22.1 BENEFIT. Holidays included in this Agreement are:

New Year's Day	Memorial Day	Columbus Day
President's Day	Independence Day	Thanksgiving Day
Easter Sunday	Labor Day	Christmas Day
Martin Luther King Day		

1813 ~~22.1.1 One holiday to be designated jointly between the Bargaining Unit and the Chief~~
1814 ~~Administrative Officer of the Police Department.~~

1815 22.2 HOLIDAY PAY. All personnel shall receive 1-day's pay at straight time for each of the above-
1816 stated holidays, whether or not the employee works the holiday in question, and all shift
1817 personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours
1818 pay or compensatory time subject to the maximum accumulation provision for each such
1819 holiday provided that officers who are regularly scheduled to work who call in sick for non-work
1820 related reasons shall not receive such eight-hours time. Employees who are called in to work a
1821 holiday that falls on their regular scheduled day off shall be paid double time (2x). Officers who
1822 volunteer to work their days off shall receive time and a half. Officers who are ordered to work
1823 a designated holiday shall receive double time (2x).

1824 22.3 The following shall apply to mandatory overtime on a designated holiday:

1825 22.3.1 Any mandatory overtime worked through a call-in or ordered to work on a holiday as
1826 identified in section 23.1 shall be paid at the rate of double time.

1827 22.3.2 Holiday hours for payment for mandatory overtime is identified as the hours of 00:00
1828 to 23:59 on the actual date of the holiday.

1829 22.3.3 Such mandatory overtime includes inverse assignments for staffing and late call and/or
1830 holdover time with prior supervisory approval.

1831 **Article 23**

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PERSONAL LEAVE DAYS

- 23.1 BENEFIT. Regular full-time employees shall be eligible for ~~4-days~~ 5-days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The employee shall provide at least 7-days notice for a day off except that such notice can be waived by mutual agreement of the employer and the employee. The number of personal leave days earned shall be prorated for new full-time employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City unless the employee terminates employment by eligibility and acceptance to the State Retirement system, disability, or death.

ARTICLE 24 DISCIPLINE

- 24.1 RULES AND REGULATIONS. For disciplinary purposes, administrative or otherwise, the substantive rules and regulations for the conduct of members of the Police Department shall be as set forth in the policy and procedure manual for the Green Bay Police Department, as amended from time to time, excepting that no provisions in said manual which are subject to collective bargaining shall be valid until collectively bargained. In the event such rules and regulations conflict with the ordinances of the City of Green Bay, laws of the State of Wisconsin or United States, or this Agreement, said ordinances, laws or Agreement shall prevail.
- 24.2 OFF-DUTY CONDUCT. Off-duty action or inaction shall not be considered as grounds for discipline unless the conduct in question:
- 24.2.1 Has been the basis for a conviction in a court of law of any local ordinance, quasi criminal or criminal law; or
 - 24.2.2 Is done under or pursuant to the officer's use of authority or powers of a sworn Green Bay Police Officer, or under the color of the officers articulated use of the same; or
 - 24.2.3 Is in violation of any rules and regulations governing off-duty conduct existing in the GBPD Policy and Procedure Manual, excepting that Section I, Chapter 2, Paragraph D, of the existing Policies and Procedures Manual shall be deleted.
- 24.3 INTERNAL INVESTIGATION. Internal investigations conducted by the GBPD shall be subject to the following rules:
- 24.3.1 The subject matter of any investigation shall be confined solely to those areas that are being investigated because the Department has grounds for reasonable suspicion that an officer may be subject to disciplinary action. All other areas of inquiry shall be avoided so as to insure that investigators do not intrude upon the privacy of any officer. In this regard, the parties acknowledge the danger of questions not relevant to any specific investigation resulting in rumor and innuendo.
 - 24.3.2 When an officer under suspicion is questioned, that officer shall be first advised of the factual basis of the suspicion and advised as to what law, rule or regulation the officer is being suspected of breaking. When an officer under reasonable suspicion is questioned, that officer shall first be advised of the factual basis of said reasonable suspicion and advised as to what law, rule or regulation the officer is suspected of having broken. The factual basis of the reasonable suspicion shall be communicated to the officer by a written summary of the evidence giving rise to the reasonable suspicion.

The summary of the evidence should include “who, what, where, when and how” whenever possible and a description of the physical evidence, if any. The summary of the evidence shall not include notes, thought processes, investigative techniques or the like, or any other work product of the investigator(s). At the officer’s request, the officer may be represented by a representative of their choice who, at the discretion of the officer, may be present at all times during the interrogation. Also, the officer shall be given the name of the complainant except when the complainant is an employee of the Police Department or has requested anonymity.

24.3.3 Any time an investigation exonerates the officer, management shall maintain the investigation file but there shall be no record of the investigation in the officer’s personnel file. Such investigation shall not form the basis for future discipline; however, it may be used by management in following-up on future complaints.

24.3.4 Evidence obtained during the course of any interrogation not conducted in accordance with 25.3.1 and 25.3.2 may not be utilized in any subsequent disciplinary proceeding against the officer, including but not limited to, insubordination for failing to follow a direct order to answer a question.

24.4 DISCIPLINARY PROCEDURES

24.4.1 Section 62.13, Wisconsin Statutes. Suspension(s), reduction in rank, suspension and reduction in rank, and dismissal of bargaining unit members shall be governed by the procedures set forth in Section 62.13, Wis. Stats.

24.4.2 All other disciplinary proceedings shall be governed by the Grievance Procedure.

24.5 ~~ADMINISTRATIVE REGISTER/DOCUMENTATION OF ORAL REPRIMANDS~~ **COMMAND COUNSELING**. Documentation of oral reprimands may be made only by way of an entry into an administrative register maintained by the department pursuant to the following, and such entries shall not be subject to grievance:

~~24.5.1 Oral reprimands may be documented in writing by any supervisor after review and approval, (a) by the Shift Captain as to shift personnel, excepting those matters relegated to the Captain of patrol, (b) by the Captain of patrol regarding personnel involved in motor vehicle accidents or incidents, or working special events such as the Packer games, 4th of July and the like, and (c) by the appropriate Captain of detectives as to personnel in the detective division; (d) internal affairs Captain. During the review and before approval, the captain making the review shall discuss the proposed written documentation and the underlying factual situation with the officer in question; however, the officer may decline. The discretion of any Captain authorized to make entries into the counseling register may be controlled by the Chief of Police and the administrative staff under policies or procedures that the Chief of Police may deem appropriate.~~

~~24.5.2 The department shall maintain a register for the purpose of maintaining written documentation of oral reprimands (favorable entries or commendations may also be entered at the discretion of the department).~~

~~24.5.3 Following the entry of an oral reprimand into the Administrative Register, the officer being so reprimanded shall be counseled by a supervisor designated by the Captain~~

1916 making the entry as to the reason for the entry, and, if appropriate, given instruction as
1917 to ways to avoid the conduct or action which led to the entry. After such counseling,
1918 both the officer being reprimanded and the counseling supervisor shall initial the entry.

1919 ~~24.5.4 Entries made under the above procedure and properly initialed may be the basis of~~
1920 ~~progressive discipline and factors in performance evaluations. If entries are made~~
1921 ~~without the above procedure being followed, or are not initialed, they shall be void.~~

1922 ~~24.5.5 Entries in the Administrative Register shall remain valid for purposes of progressive~~
1923 ~~discipline or performance evaluation for a period of one year of their entry and at the~~
1924 ~~end of each year shall be void and considered expunged. Only one entry shall be made~~
1925 ~~per page in the entry, and such page shall be removed and destroyed at the end of the~~
1926 ~~above said one year period.~~

1927 24.5.1 The parties agree that informal counseling and coaching by a supervisor is an essential
1928 performance management tool, and that not every rule violation requires a full
1929 administrative investigation and formal discipline.

1930 24.5.2 Informal counseling and coaching, including as part of the Service Improvement
1931 Opportunity process, shall not be used as a basis for progressive discipline, and shall
1932 not be subject to grievance.

1933 24.5.3 Command Counseling occurring as a result of a sustained allegation in a full
1934 administrative investigation shall not be used as a basis for progressive discipline after
1935 1-year from the date of the Command Counseling.

1936 24.5.4 Records for Command Counseling shall be kept by the City in accordance with
1937 Wisconsin Law.
1938

1939 **ARTICLE 25**
1940 **LEAVES OF ABSENCE**

1941 25.1 SPECIAL LEAVES. The Chief of Police in consultation with the City Personnel Committee, may
1942 authorize special leaves of absence with or without pay for any period or periods not to exceed
1943 3-calendar months in any one calendar year for the purpose of attending a college, university
1944 or recognized law enforcement seminar to train in subjects related to the work of department
1945 personnel or benefit to both the employees and the City.

1946 25.2 PERSONAL LEAVES. The Chief of Police may authorize an employee to be absent without pay
1947 for personal reasons for a period or periods not to exceed 10-working days in any calendar year.

1948 25.3 EDUCATIONAL LEAVE. The City Personnel Committee, upon recommendation of the Chief of
1949 Police, may grant leaves of absence with or without pay in excess of the limitations above for
1950 the purpose of attending courses of training at a recognized college or university and for other
1951 purposes that are deemed beneficial to the City.

1952 **ARTICLE 26**
1953 **MILITARY LEAVE**

1954 26.1 **Active Military Duty** – Personnel of the Police Department who leave or have left the City service
1955 by request of the Federal Government to enter active service in the Armed Forces of the United
1956 States and return, shall be entitled to their departmental seniority and the rate of pay and
1957 position they would have been entitled to had their service with the Police Department not

1958 been interrupted by service in the Armed Forces. Employees who are members of the National
1959 Guard or military reserve shall be granted military leave for any extended tour of duty
1960 requested by the federal government, and shall receive during such absence the wage
1961 differential between the employee's regular City wages and military wage so that no loss of
1962 wages shall be suffered for the first 90-calendar days as a result of such military service. This
1963 paragraph does not apply to employee drafted into the military consequent to the institution
1964 of a federal draft system or to voluntary periods of active duty service. Seniority shall continue
1965 accumulation throughout the leave. There shall be no accumulation of paid time off benefits
1966 during the leave. Employees on leave shall have the option to keep city health and dental
1967 benefits during the leave, the same as for active employees.

1968 26.2 Officers having permanent status and who are duly enrolled members of the National Guard,
1969 the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the
1970 Naval Reserve Corps, the Marine Corps Reserve, and any other reserve component of the
1971 military or naval forces of the United States or the State of Wisconsin, now or hereafter
1972 organized or constituted under federal law, are entitled to leaves of absence without loss of
1973 time to enable them to attend military or naval schools, field comps of instruction and naval
1974 exercises which have been duly ordered held, but not to exceed fifteen (15) days, in the
1975 calendar year in which so ordered and held. All military leave, including active duty, shall be
1976 governed by USERRA. The difference in pay between military pay during time of attendance
1977 and the officer's regular pay during the same period shall be paid by the City. The leave granted
1978 is in addition to all other leaves.

1979 **ARTICLE 27**
1980 **EDUCATION CREDITS**

1981 27.1 BENEFIT. The City shall reimburse an officer tuition costs and book costs, as defined below,
1982 upon successful completion of approved Police Science courses. The student must attain a
1983 grade of C or higher to qualify for reimbursement. Approved Police Science courses are defined
1984 as any course required for the attaining of a degree in police career enhancement and
1985 previously approved by the Chief of Police.

1986 27.2 REIMBURSEMENT. The reimbursement for tuition shall be 100% at the UWGB rate for
1987 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement
1988 shall be the actual cost of the book in question or \$50 whichever is less, provided that upon
1989 reimbursement the book shall be turned over to the departmental library. Reimbursement for
1990 tuition shall be limited to \$1,200 per year, per student. The City shall have the right to claim
1991 reimbursement for any tuition reimbursed under this provision within 30-months of any
1992 voluntary termination of employment, or within 12-months of any retirement.

1993 **ARTICLE 28**
1994 **TRAINING**

1995 28.1 TRAINING ASSIGNMENTS. ~~When training/school opportunities are offered to members of the~~
1996 ~~department, such training events and openings shall be posted with qualifications and all~~
1997 ~~officers given an opportunity to attend with the most qualified senior employee given the~~
1998 ~~opportunity as staffing allows. Should the department determine the training/school shall~~
1999 ~~benefit only officers of a specific division, specialty unit/position, shift or classification, a waiver~~
2000 ~~shall be presented in writing to the GBPPA board prior to the date of the training/school. The~~

~~waiver shall include all information to show the justification of the benefit to only officers of the specific division, specialty unit/position, shift or classification.~~

Any officer accepting a position requiring specialized training/school for the position shall flex their workday and workweek to attend such training. Any time spent in addition to the 8½-hours per day, such as travel, shall be compensated at time for time rate via payback. Time spent training including travel, on the officer's regular day off shall be compensated at time for time via payback.

The parties agree that training is essential for members' career development. Training shall be assigned based upon the needs of the Department. Training shall not be assigned or denied due to favoritism, discrimination, or retaliation. Absent a specific reason to assign a particular member to a training opportunity, such as job assignment or an identified individual training need, the Department may use seniority to determine who is assigned the training.

The Association reserves the right to grieve cases in which training is alleged to have been assigned or denied due to favoritism, discrimination, or retaliation.

28.2 COMPENSATION FOR TRAINING AND/OR SCHOOLS. Officers attending any training and/or schools on the officer's normal off time, shall be compensated by time off at straight time in the form of payback, subject to the following guidelines.

28.2.1 Such compensation shall include travel associated with schools held outside of Brown County, not including Sanger Powers Multijurisdictional range facility. Times of departure and return shall be determined by travel time indicated by computer mapping programs with consideration given to length of travel for unforeseen conditions, such as weather or construction delays, on a case-by-case basis. Such travel time shall include travel to and from the Department or actual time to and from the officer's residence; whichever is less. The location of departure is the officer's choice.

EXAMPLE: School is scheduled in Appleton and lasts 8:00a-4:00p. Departure from the station is determined to be 7:15a. Officer A travels from the station, and returns from the school at 3:30p (class adjourned early). Officer A receives payback from 7:15a to 3:30p.

EXAMPLE: Officer B elects to travel from the officer's home in Kaukauna to the school in Appleton and leaves the officer's home at 7:45am and returns at 3:00pm. Officer B receives payback from 7:45a to 3:00p. The travel time cannot exceed that from the station.

EXAMPLE: Officer C leaves home in Oconto at 6:30a and drives directly to Appleton for the school and returns home at 4:15p. Officer C would receive payback from 7:15a to 3:30p. The travel time cannot exceed that from the station.

28.2.2 Time compensated shall be actual time in attendance, plus actual travel time subject to travel time restrictions identified above.

EXAMPLE: School at NWTC is scheduled to run 8:00a-4:00p. The instructor concludes the class at 2:30p. Officers received payback from 8:00a-2:30p. No travel as venue is within Brown County.

28.2.3 In the case of overnight stays, any travel by vehicle to/from the venue/hotel in excess

of 10-minutes shall be compensated at time for time. No compensation shall be given for the first 10-minutes.

EXAMPLE: Overnight school in Milwaukee. Travel by vehicle from the hotel to the school is 5-minutes. No compensation for the travel as it is under 10-minutes.

EXAMPLE: Overnight school in Anchorage. Travel by vehicle from the hotel to the school is 30-minutes. Officer would receive payback for travel over the first 10-minutes, or in this example, 20-minutes travel time.

28.2.4 For school/training scheduled on a normal workday, Officers shall be required to work their normal shift in addition to attending the school if the time of school and compensable travel is 5¼-hours or less during off duty time. If the school and travel exceeds 5¼-hours of normal off duty time, it shall serve as the officer's work day. Any time in excess of 8½-hours on an officer's normal workday shall be compensated at time for time via payback. For school/training on an officer's normal day off, the officer shall be compensated actual time in attendance including travel time.

EXAMPLE: Day shift officer scheduled to attend school from 12:00p-4:00p. Officer reports for normal shift at 6:15a. Attends school which is done at 4:00p. Officer receives 1.3 hours payback.

EXAMPLE: Day shift officer scheduled to attend school from 8:00a-12:00p. Officer reports for normal shift at 6:15a. Attends school from 8:00a-12:00p, returns and completes shift.

EXAMPLE: Afternoon shift officer scheduled to attend school from 12:00p-4:00p. Officer attends school beginning at 12:00p and completes at 4:00p. Officer returns to road duty and completes shift. Officer receives 2.3 hours payback.

EXAMPLE: Afternoon shift officer scheduled to attend school from 8:00a-4:00p. Officer attends school and it serves as the officer's workday.

EXAMPLE: Evening shift officer working that night is scheduled to attend a school from 12:00p-4:00p. The officer would work their shift in addition to attending the school. Officer receives 4-hour payback.

EXAMPLE: Evening shift officer working that night is scheduled to attend a school from 8:00a-2:00p (6-hours). The attendance at the school would serve as the officer's work day as attendance outside of normal work hours exceeded 5¾-hours.

28.2.5 Any adjustments needed to provide for the required 7½-hour break, with regard to the 14¼-hour limitation on work hours, shall be determined by the officer's supervisor.

EXAMPLE: Night shift officer scheduled to attend full day school 8:00a-4:00p. Attendance at the school serves as work day. 7½-hour rule must be maintained, meaning 11:30p start time for next shift.

28.2.6 The officer's Command Officer shall determine whether a hotel stay shall be necessary and reimbursed. Such determination shall be made on a case-by-case basis depending on the length of travel, actual start time of the school, length of the school, potential weather condition or the like, with attention to the 14¼-hour limitation. If length of the school is one week or less, and accommodations have been made, there shall be one

2083 travel time compensated for the trip to the school, and one for the trip back, and daily
2084 on-site travel from accommodations as stated in 29.2.3. Schools lasting in excess of one
2085 week shall be reviewed on a case-by-case basis as to necessity for weekend stays. In the
2086 event the officer elects to stay at a hotel although the supervisor has not approved the
2087 stay, the officer is responsible for all costs associated with the overnight
2088 accommodations. In the event the Command Officer determines a hotel stay is
2089 appropriate but the officer elects not to stay, the officer is only entitled to compensation
2090 for one round trip to and from the school, including mileage.

2091 28.3 The following shall apply to the cancellation of an officer from a school or training assignment
2092 as assigned under Article 29 once notification of the school or training has been given:

2093 28.3.1 An officer may be cancelled from an assigned schooling/training if it is determined
2094 outside of 24-hours prior to the start of the school/training that the officer is needed to
2095 complement staffing on the officer's regular shift.

2096 28.3.2 No officer may be cancelled within 24-hours of the start of the schooling/training except
2097 as provided in #3 and #4 below.

2098 28.3.3 Because the City is at the mercy of outside influences, schooling/training may be
2099 cancelled at any time if such a cancellation is outside of the control of the Department.
2100 The officer will then return to their normal work assignment. (example: instructor
2101 cancellation, venue availability, severe weather prohibiting travel, events requiring
2102 extensive numbers of personnel, etc.)

2103 28.3.4 Officers working their regular shift hours, and allowed to attend schooling/ training
2104 (duty ready) taking place within Brown County, including the Sanger Powers
2105 Multijurisdictional Training Facility as part of their shift, may be cancelled or recalled
2106 from the training at any time based on staffing or immediate need.

2107 28.4 STATE CERTIFICATION TRAINING. As part of the 1964.5-hour work year each officer is required
2108 to report for annual training totaling 25½-hours. This training shall occur on the officer's regular
2109 days off and shall involve no additional compensation.

2110 28.5 TRAINING FOR STATE CERTIFICATION OR DISCIPLINE. The following shall apply for additional
2111 training for state certification beyond that described in 29.3 which is required to maintain
2112 employment with the City of Green Bay as a police officer, or training required as a result of
2113 disciplinary action by the Chief of Police:

- 2114 • Officers shall flex their workday to attend such training.
- 2115 • Attendance at such training in excess of 8½ hours on a regular scheduled work day shall be
- 2116 compensated at 1½-time including travel. Attendance on a regular scheduled day off shall
- 2117 be compensated at the overtime rate of 1½ time for actual hours in attendance including
- 2118 travel.

2119 **ARTICLE 29**
2120 **BARGAINING UNIT ACTIVITY**

2121 29.1 ACTIVITY. The Bargaining Unit agrees to conduct its business off the job as much as possible.
2122 This article shall not operate as to prevent a Bargaining Unit representative from the proper
2123 conduct of any grievance in accordance with the procedures outlined in this Agreement, and

2124 shall not work to prevent certain routine business, such as the posting of Bargaining Unit notices
2125 and bulletins and like duties. The City agrees to make the necessary space available for the
2126 posting of Bargaining Unit notices and bulletins. Business agents or representatives of the
2127 Bargaining Unit, having business with the officers or individual members of the Bargaining Unit
2128 during the course of the working day for a reasonable time, provided that permission is first
2129 obtained from the commanding officer, or superior officer of that Bargaining Unit.

2130 The President may conduct such activities at reasonable times in a manner which shall not
2131 interfere with the performance of assigned duties; no inquiry may be made as to the nature of
2132 the business being conducted, provided that the President advises the shift commander, who
2133 shall not unreasonably deny such permission and if such permission is denied, shall give reason
2134 therefore at the time of denial. The President shall further advise the shift commander that
2135 Union business as described in Article 30 is being conducted, the approximate time it shall take,
2136 and how he/she may be contacted in an emergency. If President goes off road via this
2137 procedure, it shall not be considered a violation of minimum staffing.

2138 29.2 NO DEDUCTION OF PAY. The employer hereby agrees not to deduct such reasonable time from
2139 the pay of such officer or member, and agrees also that time spent in the conduct of grievance
2140 and in bargaining shall not be deducted from the pay of delegated employee representatives
2141 of the Bargaining Unit. The negotiating committee shall be limited to no more than 9-members
2142 however, no more than 4-members shall be off the job at one time. Officers may accumulate
2143 payback hours for contract negotiation sessions initiated by the City of Green Bay. If the Officer
2144 attends a contract negotiation session of 4¼-hours or less, the officer shall receive credit for ½-
2145 day's compensation. If the contract negotiation session duration is more than 4¼-hours, the
2146 officer shall receive one full day's compensation.

2147 **ARTICLE 30**
2148 **ADVANCEMENTS & PROMOTIONS**

2149 30.1 DEFINITIONS

2150 30.1.1 Command Officer: A sworn department member holding the rank of Lieutenant,
2151 Captain, Commander, or Chief of Police

2152 30.1.2 Supervisor: A sworn department member holding the rank of Sergeant or above.

2153 30.2 ADVANCEMENT TO ADVANCED POLICE OFFICER POSITION.

2154 30.2.1 Police officers shall be advanced to the position of advanced police officer upon
2155 completion of 6-years of service with the GBPD as a police officer.

2156 30.2.2 Upon being appointed as an Advanced Police Officer, an officer shall thereafter, and
2157 until advancement to Specialist I, be considered as an Advanced Police Officer and
2158 receive compensation as outlined in the Wage Schedule.

2159 30.2.3 In order to diversify Advanced Officers amongst the various shifts, it is agreed that each
2160 shift shall maintain a minimum of 6-Advanced Officers. In case of a shift falling short of
2161 this minimum, the department shall assign Advanced Officers on the basis of inverse
2162 seniority.

2163 30.2.4 For purposes of this section power shift shall be considered part of the afternoon shift.

2164 30.3 ADVANCEMENT TO SPECIALIST I POSITION.

- 2165 30.3.1 **Effective January 1, 2026**, Officers shall be advanced to the position of Specialist I upon
2166 completion of ~~10-years~~ **9-years** effective as an officer with the Green Bay Police
2167 Department.
- 2168 30.3.2 Upon being appointed as a Specialist I, an officer shall thereafter, and until advancement
2169 to Specialist II, be considered as a Specialist I and receive compensation as outlined in
2170 the Wage Schedule.
- 2171 30.4 ADVANCEMENT TO SPECIALIST II POSITION.
- 2172 30.4.1 **Effective January 1, 2026**, Officers holding the position of Specialist I shall be advanced
2173 to the position of Specialist II upon the completion of ~~15-years~~ **13-years** with the Green
2174 Bay Police Department.
- 2175 30.4.2 On appointment as a Specialist II, an officer shall thereafter be considered as a Specialist
2176 II and receive compensation as outlined in the Wage Schedule.
- 2177 30.5 PROMOTION TO SERGEANT.
- 2178 30.5.1 In order to be eligible for promotion to Sergeant, a member must have at least ~~6-years'~~
2179 ~~experience as a Green Bay Police Officer, or at least 4-years' experience as a Green Bay~~
2180 ~~Police Officer and at least 2-years' experience as a full-time, sworn police officer in a~~
2181 ~~comparably-sized or larger agency.~~ **5-years' experience as a Green Bay Police Officer,**
2182 **or a combination of at least 3-years with GBPD and full-time, sworn service at a similar**
2183 **or larger law enforcement agency adding up to a total of 5-years. The time requirement**
2184 **must be met as of the time the posting for the promotional process closes.**
- 2185 30.5.2 The selection process for promotions to Sergeant shall be as follows:
- 2186 a. A written examination, scored on a 100-point scale. A score of 70% is required
2187 to pass this examination and continue in the promotional process.
- 2188 b. An assessment center evaluation, developed with an external consultancy
2189 specializing in promotional processes. The Association shall be meaningfully
2190 involved in the selection of individuals serving on evaluation panels and the
2191 specific performance dimensions to be measured. The assessment center shall
2192 be scored on a 100-point scale. The candidate must receive a score of 70 percent
2193 or higher to continue in the process.
- 2194 c. A Peer review consisting of:
- 2195 • Peer review forms will be sent to 12 individuals with whom the
2196 candidate currently works. Reviewers will be randomly selected. A
2197 GBPPA representative shall observe the reviewer selection process.
- 2198 • Reviews will be in the form of a survey using a 5-point Likert scale to
2199 measure peers' opinions of specific skills and abilities related to the
2200 Sergeant position.
- 2201 • The Peer Review shall be scored on a 100-point scale. The reviews with
2202 the highest and lowest scores for each candidate will be discarded,
2203 then the remaining scores shall be averaged to determine the final
2204 score.
- 2205 d. Each candidate's cumulative score shall be determined by weighting the
2206 assessment center score at 80 percent and the peer review score at 20 percent.
- 2207 e. Upon successful completion of the selection process, the candidate's seniority
2208 points shall be added to their cumulative score for the assessment center and

- 2209 peer review to reach a final score. Using the member's seniority date, the
2210 member shall receive one point for every 3-complete years of service.
- 2211 f. Candidates shall be ranked by their final overall score and placed on a ranked
2212 eligibility list. The eligibility list shall be good for two (2) years or until all eligible
2213 candidates have been promoted, whichever comes first. The City shall allow the
2214 Association to review the list prior to its posting.
- 2215 g. Candidates shall be selected for promotion into vacant Sergeant positions in
2216 order of their ranked position on the eligibility list. In the event of a tie the
2217 candidate with the highest seniority shall be offered the position.
- 2218 h. Notwithstanding subsection (g) above, a vacant Sergeant position responsible
2219 for supervising Detectives shall be offered first to the highest-scoring Detective
2220 on the Sergeant promotional list.
- 2221 • A sergeant so promoted to a Detective Sergeant position may not bid
2222 to fill a vacant Sergeant position outside Detectives until the eligibility
2223 list they were promoted from has expired or has been exhausted.
 - 2224 • If there are no Detectives on the Sergeant promotional list, the position
2225 shall be filled using the selection process in Article 7.4 to choose from
2226 among incumbent sergeants with at least one (1) year experience in
2227 the Sergeant rank.
- 2228 i. The Chief may skip a candidate on the eligibility list for sustained allegations of
2229 serious policy violations. The decision to skip a member on an eligibility list for
2230 promotion is subject to the grievance procedure outlined in Article 3, but such
2231 grievance does not include the right to grieve prior discipline.
- 2232 30.6 SERGEANTS' DUTIES AND ASSIGNMENTS
- 2233 30.6.1 In addition to all duties of a patrol officer, Sergeants shall perform certain supervisory
2234 duties including, but not limited to:
- 2235 a. Conducting performance appraisals
 - 2236 b. Participating in selection processes for specialty assignments and promotions to
2237 Sergeant or Detective
 - 2238 c. Receiving complaints from community members and making recommendations
2239 regarding case handling
 - 2240 d. After-action review of significant incidents such as pursuits, uses of force, and
2241 damage to city property
- 2242 30.6.2 Effective January 1, 2023, sergeants selected to serve in specialty units shall perform
2243 supervisory functions, and the number of sergeants selected to serve in specialty units
2244 shall be limited to that necessary to provide adequate supervision to the unit. The
2245 ~~parties recognize that it will take some amount of time to transition to Sergeants~~
2246 ~~performing the role of team leader on the SWAT team.~~ **Effective July 1, 2026, this**
2247 **provision shall apply to the SWAT team.**
- 2248 30.6.3 ~~Sergeants already serving on the SWAT and Dive Teams as of January 1, 2023 shall be~~
2249 ~~allowed to continue in their current team role until such time as they leave the~~
2250 ~~team. Any sergeant serving on both the SWAT and Dive Teams shall be required to~~
2251 ~~choose one (1) team to continue serving on; no~~ **No** ~~sergeant shall be authorized to serve~~
2252 ~~on both the SWAT and Dive Teams from January 1, 2023 forward. The parties agree~~

that it may be necessary to phase this change in to avoid negative impacts on staffing in specialty units.

30.6.4 In order to qualify as a specialty unit sergeant, with supervisory authority in that unit, the applicant must have at least one (1) year of experience as a sergeant prior to application. The selection process identified in Article 7.3 shall apply to such assignment.

30.6.5 Sergeants may serve in non-supervisory roles in the Honor Guard, Police Motorcycle Unit, and the Training Unit.

30.6.6 Sergeants shall only be assigned special projects and/or temporary assignments, pursuant to Article 5, when their assignment is to do supervisory work.

30.6.7 Sergeants shall be members of the Bargaining Unit.

30.6.8 A seniority roster for Sergeants shall be maintained. Shift assignment shall be based upon time in grade (i.e., seniority within the rank of Sergeant), as opposed to Bargaining Unit seniority.

a. If a Sergeant accepts a position in a specialty team or assignment where the Sergeant loses his/her rank or accepts any other position at a higher rank (i.e., Lieutenant, Captain, Commander), the time in that position shall not be included in Sergeant seniority if the member returns to the Sergeant position at a later date.

30.6.9 Bargaining Unit seniority (the total time the member has served in the Bargaining Unit at all ranks) shall be used for all other purposes, including seniority points for promotions, overtime assignments, vacation selection, and specialty assignments.

30.6.10 Sergeants shall be eligible for overtime in accordance with Article 6.

30.6.11 A Sergeant assigned to perform substantially the duties of a higher rank shall be compensated at the rate of a Step 1 Police Lieutenant. A Sergeant performing higher-classification work for a minimum of 45 minutes shall receive one (1) hour of Step 1 Lieutenant pay, and time for time after one (1) hour of higher classification work.

30.7 PROMOTION TO DETECTIVE

30.7.1 Effective January 1, 2023, the position of Detective shall be a promoted position, subject to the provisions of Wisconsin Statute 62.13 (5). Members currently holding the position of Detective on January 1, 2023 shall be automatically promoted to the rank of Detective.

30.7.2 In order to be eligible for promotion to Detective after January 1, 2023, a member must have at least 6-years' experience as a Green Bay Police Officer, or at least 4-years' experience as a Green Bay Police Officer and at least 2-years' experience as a full-time, sworn police officer in a comparably sized or larger agency.

30.7.3 The selection process for promotions to Detective shall be as follows:

a. A written examination, scored on a 100-point scale. A score of 70% is required to pass this examination and continue in the promotional process.

b. A panel interview. The Association shall be meaningfully involved in the selection of individuals serving on interview panel and may review the questions to be asked, provided any Association representative reviewing the questions is not competing for the position. The interview shall be scored on a 100-point scale. The candidate must receive a score of 70 percent or higher to continue in the process.

c. A Peer review consisting of:

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- Peer review forms will be sent to 12 individuals with whom the candidate currently works. Reviewers will be randomly selected. A GBPPA representative shall observe the reviewer selection process.
 - Reviews will be in the form of a survey using a 5-point Likert scale to measure peers' opinions of specific skills and abilities related to the Detective position.
 - The Peer Review shall be scored on a 100-point scale. The reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine the final score.
- d. Each candidate's cumulative score shall be determined by weighting the interview score at 80 percent and the peer review score at 20 percent.
- e. Upon successful completion of the selection process, the candidate's seniority points shall be added to their cumulative score for the interview and peer review to reach a final score. Using the member's seniority date, the member shall receive one point for every 3-complete years of service.
- f. Candidates shall be ranked by their final overall score and placed on a ranked eligibility list. The eligibility list shall be good for two (2) years or until all eligible candidates have been promoted, whichever comes first. The City shall allow the Association to review the list prior to its posting.
- g. Candidates shall be selected for promotion into vacant Detective positions in order of their ranked position on the eligibility list. In the event of a tie the candidate with the highest seniority shall be offered the position.
- 30.7.4 The Chief may skip a candidate on the eligibility list for sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for promotion is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.
- 30.8 DETECTIVES' DUTIES AND ASSIGNMENTS
- 30.8.1 A Detective assigned to an investigation shall have supervisory authority over sworn members at the rank of Officer and professional staff at the rank of Evidence Technician, Crime Analyst, and Criminalistic Specialist working on the investigation.
- 30.8.2 When a Detective position becomes vacant, the position on that shift shall be offered first to current Detectives by overall seniority. The resulting vacancy shall be filled according to the promotional process in Section 30.7.
- 30.9 PROMOTION TO LIEUTENANT.
- 30.9.1 Upon being promoted to the rank of Lieutenant the officer in question forfeits all Bargaining Unit seniority, except if the officer returns to the unit within 90-calendar days from the effective date of the promotion to Lieutenant the officer will maintain their original date of seniority in the police officer unit minus the number of days they were in the Lieutenant position. In the event that any Command Officer returns to the Bargaining Unit on either a voluntary or involuntarily basis to a rank or position within the Bargaining Unit, that officer returns as the least senior officer within the Bargaining Unit unless it is otherwise agreed in writing by the City and the Bargaining Unit.
- 30.10 ACTING SERGEANTS

30.10.1 Acting Sergeants may be appointed for long-term absences or when there is a vacant Sergeant position with no current eligibility list. The City shall make a legitimate effort to establish a promotional list when the previous list expires or everyone on it is promoted. Acting Sergeants may be chosen in one of the following two ways:

- If a promotional eligibility list exists, the acting position shall be offered to the highest-ranked employee on the list. If that employee declines, the position shall be offered to the next-highest-ranked, and so on until the position is filled or no one accepts.
- If no eligibility list exists, or no one accepts the position, it shall be offered to the senior officer on the shift where the vacancy occurs, unless that officer has recent disciplinary history detrimental to the position or is on a Development Assistance or Performance Improvement Plan.

30.9.2 Upon appointment to Lieutenant, the appointed officer shall thereafter perform only Command Officer duties in the manner and fashion described for Command Officer personnel in Section 1.2.

ARTICLE 31 WAGE-HOUR LEGISLATION

31.1 CHANGES IN LAW. In the event federal or state legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set in this agreement, the work week and day as set shall be renegotiable.

ARTICLE 32 AMENDMENT PROVISION

32.1 AMENDMENT PROCEDURE. This agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City of Green Bay and the Bargaining Unit where mutually agreeable. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 33 SAVINGS CLAUSE

33.1 PROVISIONS SAVED. If any article or section of this agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected hereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34 RESIDENCY

34.1 Bona fide and continued residency within 35-miles of the jurisdictional border of the City of Green Bay shall be required for eligibility for the following positions or calls:

- K-9
- SWAT
- Eligibility for immediate need safety staffing shortage call-ins

“Immediate need” shall be defined as a demonstrable need at the time of the call. The burden shall be on the City to show such reasonable need.

Response time compensation for all officers living outside of the 35-mile jurisdictional border shall not exceed ½-hour.

ARTICLE 35

NO OTHER AGREEMENT

35.1 EXCLUSIVE AGREEMENT. The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.

35.2 INCORPORATION OF AGREEMENTS. All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties in writing will be incorporated into this agreement upon their execution and will be formally inserted into the body the of the next successor agreement unless otherwise agreed to by the parties.

ARTICLE 36

CHANGES IN THE TERMS OF THIS AGREEMENT

36.1 OPENING NEGOTIATIONS. If either party desires to negotiate any changes in this agreement to become effective after the end of the term of this agreement or any extension thereof, they shall notify the other party in writing of their desire to enter into such negotiating prior to July 15, and shall normally be completed by the last Tuesday of October.

ARTICLE 37

TERM OF AGREEMENT

37.1 TERM. This Agreement shall be binding on both parties and effective from the 1st day of January, 2023 to and including the 31st day of December 31, 2024.

ARTICLE 38

DRUG TESTING

38.1 PURPOSE. The purpose of this policy is to provide all sworn employees with notice of the provisions of the department drug-testing program.

38.2 DISCUSSION. It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse shall seriously impair an employee’s physical and mental health, and thus job performance. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

- 2425 38.3 DEFINITIONS.
- 2426 38.3.1 Sworn Employee - Those employees who have been formally vested with full law
2427 enforcement powers and authority.
- 2428 38.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day
2429 responsibility for supervising subordinates, or are responsible for commanding a work
2430 element, including Patrol Sergeants.
- 2431 38.3.3 Drug Test - The compulsory production and submission of urine by an employee, in
2432 accordance with departmental procedures, for chemical analysis to detect prohibited
2433 drug usage.
- 2434 38.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge sufficient to
2435 induce an ordinary prudent and cautious person to believe that an individual is using or
2436 under the influence of drugs or other controlled substances.
- 2437 38.3.5 Probationary Employee - For the purposes of this policy only, a probationary employee
2438 shall be considered to be any person who is conditionally employed with the
2439 department as a law enforcement officer.
- 2440 38.4 PROCEDURES.
- 2441 38.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary and
2442 sworn employees, while on and off duty:
- 2443 a. No employee shall illegally possess any controlled substance.
- 2444 b. No employee shall ingest any controlled or other dangerous substance, unless
2445 as prescribed by a licensed medical practitioner.
- 2446 c. Any employee who unintentionally ingests, or is made to ingest, a controlled
2447 substance shall immediately report the incident to their supervisor so that
2448 appropriate medical steps may be taken to ensure the officer's health and
2449 safety.
- 2450 d. Any employee having a reasonable basis to believe that another employee is
2451 illegally using, or is in possession of any controlled substance, shall immediately
2452 report the facts and circumstances to their supervisor.
- 2453 e. Discipline of sworn employees for violation of this policy shall be in accordance
2454 with the due process rights provided in the department's discipline and
2455 grievance procedures.
- 2456 38.4.2 Applicant Drug Testing.
- 2457 a. Applicants for the position of sworn law enforcement officer shall be required to
2458 take a drug test as a condition of employment during a pre-placement medical
2459 examination.
- 2460 b. Applicants shall be disqualified from further consideration for employment
2461 under the following circumstances:
- 2462 i. Refusal to submit to a required drug test; or
- 2463 ii. A confirmed positive drug test indicating drug use prohibited by this
2464 policy.

2465 38.4.3 Probationary Employee Drug Testing. All probationary employees shall be required, as
2466 a condition of employment, to participate in unannounced drug tests prior to the
2467 completion of the probationary period. The frequency and timing of such testing shall
2468 be determined by the Chief of Police or designee, and shall not exceed two tests during
2469 the probationary period.

2470 38.4.4 Employee Drug Testing.

2471 a. Sworn officers shall be required to take drug tests as a condition of continued
2472 employment in order to ascertain prohibited drug use as provided below:

2473 i. When treatment is sought voluntarily the following provisions shall apply:
2474 No memorandum, notation, or any record whatsoever shall be kept by the
2475 City, excepting only as necessary for the administration of its health
2476 insurance program as to any employee receiving any treatment or medical
2477 attention regarding that employee's use of any addictive substances.
2478 Additionally, the subject of any employee's use of any addictive substances
2479 shall not be referred to or considered as being in any way relevant in any
2480 consideration or procedure for discipline or promotion in the police
2481 department.

2482 ii. As long as the employee seeks treatment prior to notification of a test, an
2483 employee's use of any substances covered by this drug policy shall not be
2484 the grounds or the subject matter for any discipline of any employee
2485 whatsoever if knowledge of such use was substantially gained by the City
2486 because of the employee's seeking or receiving treatment for such use.

2487 b. A supervisor may order an employee to take a drug test upon documented
2488 reasonable suspicion that the employee is or has been using drugs. A summary
2489 of the facts supporting the order shall be made available to the employee prior
2490 to the actual test.

2491 c. A drug test shall be administered as part of all promotional procedures.

2492 d. Members of the following units, as a condition of their assignment to the unit,
2493 shall be subject to random drug testing no more than two times in a calendar
2494 year:

2495 i. Emergency Response Unit.

2496 ii. Metropolitan Drug Enforcement Unit.

2497 iii. Officers assigned drug investigations on a regular basis.

2498 Any member, who refuses to submit to this form of testing for judgment, fitness,
2499 and readiness for duty, shall be immediately removed from their special
2500 assignments.

2501 e. Any sworn officer of this department who is directly involved in a serious police
2502 incident shall be required by their supervisor to participate in a drug screening
2503 test immediately following the event, or as soon as the tactical situation allows.
2504 A serious incident is defined as:

2505 i. Discharge of a firearm at a human being or a vehicle in which human beings

- are contained.
- ii. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test shall be required. A directly involved officer is one who actually discharges the weapon in case (e)1 or is the driver of the police vehicle in case (e)2.
 - f. Any officer, who, in the carrying on of their police duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests shall be administered and no disciplinary action shall be taken if the tests are positive under the following conditions.
 - i. The officer was in physical danger if he did not ingest the drug or narcotic substance.
 - ii. Nothing in this policy shall be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in (f)(i).
 - g. Beginning after ratification of a 1992 Agreement, the department shall randomly test up to 10% of the bargaining unit. Such test shall occur once per year per shift with no announcement of time or date. The method for random selection shall be such that each member of the bargaining unit has an equal chance of being selected.

38.4.5 Drug Testing Procedures.

- a. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
- b. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID or driver's license.
- c. A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- d. The bathroom facility of the testing area shall be private and secure.
 - i. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- e. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted not more than eight hours to give

- 2548 a sample; during which he shall remain in the testing area. Reasonable amounts
2549 of water may be given to the employee to encourage urination. Failure to submit
2550 a sample shall be considered a refusal to submit to a drug test.
- 2551 f. Employee shall have the right to request that their sample be split and stored in
2552 case of legal disputes. The urine samples must be provided at the same time,
2553 and marked and placed in identical specimen containers by authorized testing
2554 personnel. One sample shall be submitted for immediate drug testing. The other
2555 sample shall remain at the facility in frozen storage for one year. This sample
2556 shall be made available to the employee or their attorney should the original
2557 sample result in a legal dispute or the chain of custody is broken.
- 2558 g. Specimen samples shall be sealed in the presence of the participants, labeled,
2559 and checked against the identity of the employee to ensure the results match
2560 the tested specimen. All collections are handled forensically, which means they
2561 are labeled, double-sealed, double-checked for accuracy and completeness,
2562 stored in a secure, locked refrigerator until testing, and accompanied by a
2563 forensic chain-of-custody.
- 2564 h. Whenever there is a reason to believe that the employee may have altered or
2565 substituted the specimen to be provided, a second specimen shall be obtained
2566 immediately under direct observation of the testing personnel.
- 2567 38.4.6 Drug Testing Methodology. This drug policy shall in no way be applied to an employee's
2568 use of prescription drugs; nor shall it apply to alcohol.
- 2569 a. The testing or processing phase shall consist of a two-step procedure:
- 2570 i. Initial screening test
- 2571 ii. Confirmation test
- 2572 b. The urine sample is first tested using the initial drug screening procedure. An
2573 initial positive test result shall not be considered conclusive; rather, it shall be
2574 classified as "confirmation pending." Notification of test results to the
2575 Professional Standards Division or other departmental designee shall be held
2576 until the confirmation test results are obtained.
- 2577 c. A specimen testing positive shall undergo an additional confirmatory test. The
2578 confirmation procedure shall be technologically different and more sensitive
2579 than the initial screening test.
- 2580 d. The drug screening tests selected shall be capable of identifying marijuana,
2581 cocaine and every major drug of abuse including heroin, amphetamines and
2582 barbiturates. Personnel utilized for testing shall be certified as qualified to
2583 collect urine samples or adequately trained in collection procedures.
- 2584 e. Concentrations of a drug at or above the following levels shall be considered a
2585 positive test result when using a FPIA immunoassay drug-screening test.
- 2586 o Amphetamines 500 ng/1
- 2587 o Barbiturates 500 ng/1
- 2588 o Cocaine 300 ng/1
- 2589 o Opiates 300 ng/1

- 2590 ○ THC 100 ng/1
- 2591 ○ PCP 25 ng/1
- 2592 ○ Benzodiazepines 200 ng/1
- 2593 ○ Methadone 25 ng/1
- 2594 Concentrations of a drug at or above the following levels shall be considered a
- 2595 positive test result when performing a confirmatory GC/MS test on a urine
- 2596 specimen that tested positive using a technologically different initial screening
- 2597 method.
- 2598 ○ Marijuana metabolite 15*
- 2599 ○ Cocaine metabolite 150**
- 2600 ○ Opiates:
- 2601 Morphine 300**
- 2602 Codeine 300***
- 2603 ○ Phencyclidine 25
- 2604 ○ Amphetamines:
- 2605 Amphetamine 500
- 2606 Methamphetamine 500
- 2607 * Delta-9 tetrahydrocannabinol-9-carboxylic acid
- 2608 ** Benzoylcegonine
- 2609 *** 25mg/ml if immunoassay-specific for free morphine
- 2610 f. The laboratory selected to conduct the analysis shall be experienced and capable
- 2611 of quality control, documentation, chain-of-custody, technical expertise, and
- 2612 demonstrated proficiency in urinalysis.
- 2613 g. Employees having a negative drug test results shall receive memorandum stating
- 2614 that no illegal drugs were found. If the employee requests such, a copy of the
- 2615 letter shall be placed in the employee's personnel file.
- 2616 h. Any employee who breaches the confidentiality of testing information shall be
- 2617 subject to discipline.
- 2618 38.4.7 Chain of Evidence - Storage.
- 2619 a. Each step in the collecting and processing of the urine specimens shall be
- 2620 documented to establish procedural integrity and the chain-of-custody.
- 2621 b. Where a positive result is confirmed, urine specimens shall be maintained in
- 2622 secured, refrigerated storage for one year.
- 2623 38.4.8 Drug Test Results.
- 2624 a. All records pertaining to department-required drug tests shall remain
- 2625 confidential, and shall not be provided to other employers or agencies without
- 2626 the written permission of the person whose records are sought.
- 2627 b. Drug test results and records shall be retained in the employee's personnel file
- 2628 for an indefinite period.
- 2629 38.5 ACTIONS TAKEN/POSITIVE RESULTS.
- 2630 38.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,

barbiturates, or any other major drug of abuse or illegal drug, the officer's employment shall be terminated. If the test is determined to be inconclusive, then the City shall not have just cause for termination.

a. The exception shall be forced use as defined in Section 39.04 (4) (f) 1.

38.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

a. The officer shall be subject to mandatory random testing for a period of two years.

b. The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.

c. A second positive test for marijuana shall be grounds for termination.

38.5.3 A positive test shall be defined as a confirmation test which establishes conclusively that the officer has ingested one of the drugs in question.

38.6 REFUSAL TO SUBMIT. Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 39

UNIT DUTIES

39.1 UNIT JOB DUTIES. Non-supervisory job duties shall be assigned only to members of the Bargaining Unit. Ranks excluded from the Bargaining Unit are so excluded because the primary nature of their positions is to supervise personnel of the department, and accordingly they shall not be assigned to perform non-supervisory duties as part of their normal and usual job duties; provided that this restriction shall in no way restrict such personnel in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by such officers in the course of the performance of their supervisory duties (for example, a supervisor would not work radar or patrol for traffic violators, but would be expected to apprehend or arrest traffic violators who are observed by the supervisor while performing the duties of supervision of personnel). Sworn members of the Department who are not members of the bargaining unit may occasionally perform uniformed patrol duties, but in no event shall non-bargaining unit members be assigned to do Association work to avoid payment of overtime or to meet minimum staffing levels.

The City and GBPPA recognize that situations may occur where it is necessary that a supervisor become involved in an incident in a manner which may be considered outside of supervisory duties. The City, however, recognizes and agrees that the primary responsibility of a supervisor is to supervise officers in their work. The labor agreement provides for the situation where an obvious emergency need exists.

The parties also recognize the value to both the City and the Association of supervisory employees occasionally performing patrol duties in order to maintain familiarity with such duties and thus being able to more effectively supervise the work. Supervisors may be assigned to perform uniformed patrol duties for up to 24 hours per year, during which time they are permitted to perform the full range of patrol officer duties. A supervisor so assigned shall not be counted toward safety minimum staffing levels as described in Article 5. Supervisors shall not be used to replace or

supplant sworn officers at any special event overtime or other overtime opportunities that are normally and customarily worked by sworn officers of the Department.

In addition to the emergency exception, the GBPPA agrees that it shall not grieve incidents of supervisors taking de minimus (minor, inconsequential, minimal) police action such as being approached by a citizen with a complaint (i.e. parking complaint, dispersal of loitering parties, etc.) which shall involve little time and keeps the supervisor in their primary duties of supervising the employee. However, if the incident becomes more involved than initially determined, then a unit shall be dispatched to the incident to take over the call. Situations must be weighed with efficiency and public service in mind, with constant re-evaluation of the situation in order to regain the functioning capacity of a supervisor.

This restriction shall in no way restrict such personnel (supervisor) in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by a supervisor in the course of the performance of their supervisory duties.

A supervisor would not work an OWI from beginning to end, but would be expected to apprehend or arrest a traffic violator who is observed by the supervisor while performing the duty of supervising personnel.

A supervisor would be expected to take de minimus police action related to a situation that arises in front of them and requires immediate police action and then turn this incident over to patrol units when/if further action is necessary (i.e. report is needed).

The issues of unforeseen, emergent/emergency and or immediate need for police action allow for the supervisor to take action and once that initial action is taken to address these issues, patrol units, if not already on scene, shall be dispatched to take over the call and the supervisor shall return to their supervising capacity.

The concepts of public service, efficiency, and unit duties are satisfied by: 1) the supervisor unit taking action in the unforeseen, emergent or need for immediate police action situations, 2) the patrol unit taking over the situation and performing the job functions of a patrol unit, and 3) the supervisor returning to their primary supervisory function.

Should a concern arise as to whether any action by a supervisor is not of a de minimus nature or did not arise out of an emergent situation requiring immediate police action, the GBPPA agrees to first bring the concern to the attention of a ranking supervisor, Commander or above, as soon as possible after the concern arises. The City and the GBPPA agree to waive the contractual timelines regarding the filing of any grievance until the City and GBPPA have the opportunity to investigate and discuss the matter.

The Supervisory Unit shall perform Voice Stress Analyzer tests for internal affairs purposes, background checks, and other issues requiring a supervisory employee to perform such tests; Unit members shall perform all criminal investigation tests unless a supervisory employee is required or a qualified unit member is not available and a qualified supervisory employee is, and there is an immediate need to take the test for use in an interrogation then taking place.

39.2 COMMUNITY SERVICE OFFICERS (CSO). The duties of the CSO shall be assigned at the direction of the City. CSOs shall also perform the following duties which by this agreement may encroach on the

duties regularly and customarily performed by members of the GBPPA. CSOs shall provide neighborhood based public service such as directing residents to proper resources, educating individuals and groups on various neighborhood problems and issues, quality of neighborhood and life issues, and provide other community-based service support to the residents as directed by the City.

In addition, CSOs shall provide support to the Department, assisting in some duties historically performed by GBPPA members. CSOs shall work with sworn personnel in various divisions within the department under the general supervision of the division supervisor. CSOs shall complete minor complaint reports similar to those taken over the phone by front desk personnel and perform follow-up work on reports generated from citizen on-line incident reports. CSOs shall assist with tasks such as answering telephone calls, assisting people who come to the station for assistance, filing paperwork, and other similar de minimis activities.

CSOs shall provide support to the patrol function in areas such as assisting with traffic control, (i.e., providing traffic direction, assisting disabled motorists, traffic hazards), crossing guard duty, animal complaints, lost and found, and other similar de minimis activities.

As this CSO support concept progresses, any changes that may infringe on work duties of the GBPPA shall be discussed. If the GBPPA believes any duties assigned to CSOs which encroach on officers' duties do not fall within this agreement, the GBPPA and the City shall open discussions to resolve the matter. If the matter is unable to be resolved, the GBPPA retains the right to grieve the matter as defined in Article 3 of this Agreement. CSOs shall not be used to replace or supplant sworn officers at any special event overtime or other overtime opportunities that are normally and customarily worked by sworn officers of the Department. CSOs shall not be counted toward safety minimum staffing levels as described in Article 5.

2745 **IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as ratified by the Police
2746 Association on March 16, 2023 and approved by the Common Council on March 21, 2023.

2747 **FOR THE GREEN BAY PROFESSIONAL POLICE ASSOCIATION:**

2748 _____
2749 Phil Scanlan, President _____ Date

2750 _____
2751 Jonathan Cermele, Legal Counsel _____ Date

2752 **FOR THE CITY OF GREEN BAY:**

2753 _____
2754 Eric Genrich, Mayor _____ Date

2755 _____
2756 Joseph W. Faulds, Chief of Operations _____ Date

2757 _____
2758 Christopher Davis, Police Chief _____ Date

2759 **ATTEST:**

2760 _____
2761 Celestine Jeffreys, City Clerk _____ Date

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SCHEDULE A
WAGE SCHEDULE

Increases effective the first day of the payroll period in which the effective date occurs

Step	Classification		January 1, 2025 4%	January 1, 2026 3%	July 1, 2026 1%	December 31, 2026 .5%
1	New Hire	Hourly	\$33.28	\$34.28	\$34.62	\$34.79
		Bi-Weekly	\$2,514.46	\$2,589.89	\$2,615.79	\$2,628.87
2	After 1 Year	Hourly	\$34.24	\$35.26	\$35.62	\$35.80
		Bi-Weekly	\$2,587.00	\$2,664.61	\$2,691.26	\$2,704.72
3	After 2 Years	Hourly	\$37.25	\$38.37	\$38.75	\$38.95
		Bi-Weekly	\$2,814.84	\$2,899.29	\$2,928.28	\$2,942.92
4	After 3 Years Top Patrol	Hourly	\$40.94	\$42.16	\$42.59	\$42.80
		Bi-Weekly	\$3,093.07	\$3,185.86	\$3,217.72	\$3,233.81
5	After 6 Years Advanced Patrol Officer	Hourly	\$41.89	\$43.15	\$43.58	\$43.80
		Bi-Weekly	\$3,165.17	\$3,260.13	\$3,292.73	\$3,309.19
6	After 9 Years Specialist	Hourly	\$43.85	\$45.16	\$45.61	\$45.84
		Bi-Weekly	\$3,313.07	\$3,412.46	\$3,446.58	\$3,463.81
7	After 13 Years Specialist II	Hourly	\$46.94	\$48.34	\$48.83	\$49.07
		Bi-Weekly	\$3,546.42	\$3,652.81	\$3,689.34	\$3,707.79
N/A	Patrol Sergeant	Hourly	\$48.44	\$49.89	\$50.39	\$50.64
		Bi-Weekly	\$3,660.14	\$3,769.94	\$3,807.64	\$3,826.68

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- A) The City has the discretion to hire new employees above Step 1, as long as the employee has the equivalent amount of experience from another jurisdiction. However, if the potential employee has experience with a similarly sized police/public safety/law enforcement agency, the City shall hire the new employee at a level consistent with the number of completed years of service at that agency. As a result, if the employee is hired above step 1 by means of the City's discretion, or as required herein, the new employee shall be provided with a "credit" for the number of completed years of service at his/her prior law enforcement agency. Any such employee shall then advance within the pay schedule as if he/she had achieved the required years of service for the step where hired. For example, a newly hired officer hired at step 3 would advance to step 4 in one year. Likewise, a newly hired officer hired at step

2775 4 would advance to step 5 (APO) in three years, and so on. Effective January 1, 2025, the City shall apply
2776 this provision to all existing employees hired since 2015 above step 1, as well as all existing employees
2777 hired from similarly sized departments since 2015 but were not hired above step one, and adjust such
2778 employee(s) steps accordingly; said adjustments shall be prospective only, with no “back pay” prior to
2779 January 1, 2025 being due.

2780 B) Temporary Assignment Pay. Whenever an officer is assigned to perform the duties of a higher-ranking
2781 officer for a period of one complete shift or more, s/he shall be compensated at the rate of pay of the
2782 higher ranked officer.

2783 C) Detective Pay. Detectives shall receive an \$80 per month premium, which shall become a part of their
2784 base salary while assigned to detectives.

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APPENDIX A
INVERSED ROAD OVERTIME EXAMPLES

- INVERSE SITUATIONS:
- Road overtime known outside of 2-hours of need and unable to fill.
 - Road overtime first known inside of 2 hours for next shift (aka: holdover for safety staffing).
 - Road overtime – odd times not abutting a shift.
 - Special event / non-road overtime.
 - NOTE: 14¼ hour limitation applies to all inverse situations.
- INVERSED ROAD OVERTIME KNOWN OUTSIDE OF 2 HOURS OF NEED:
- Posting that was unable to be voluntarily filled.
 - Call-in that no officer voluntarily accepted.

Approx. Time Key That Abuts A Shift	Filled By
6:15a - 7:30a	No safety staffing during these hours
7:30a - 11:00a	JR night shift outgoing not on their Friday, given OT from 6:45a – all must understand increase of hours
11:00a - 2:15p	JR afternoon shift oncoming
2:15p - 7:00p	JR of day shift outgoing and evening shift oncoming
4:00p - 7:00p	JR of day shift outgoing and evening shift oncoming
7:00p - 10:15p	JR night shift oncoming
10:45p - 3:30a	JR afternoon shift outgoing
3:30a - 6:15a	JR of evening shift not on their Friday outgoing and EARLY day shift oncoming

- INVERSED ROAD OVERTIME FIRST KNOWN INSIDE OF 2 HOURS OF NEED FOR NEXT SHIFT (AKA: Holdover for safety staffing). Late sick call in most common.

Time Needed	Filled By
6:45a	JR night shift outgoing not on their Friday, given OT from 6:45a
2:15p	JR day shift outgoing
4:00p	JR day shift outgoing
10:45p	JR afternoon shift outgoing
3:30a	JR evening shift outgoing not on their Friday

- INVERSED ROAD OVERTIME ODD SLOT THAT DOES NOT ABUT A SHIFT
- INVERSED NON-ROAD OVERTIME (Special Event, special duties overtime). If necessary to fill this type of overtime, shall need to resort to contractual language of determining “junior officer on their workday” within their workweek.
- Determining what is a workday within a workweek.
 - Day: 12:00a first day back through 11:59p last work day
 - Midday: 12:00a first day back through 11:59p last work day
 - Afternoon: 12:00a first day back through 11:59p last work day
 - Evening: 12:00a first day back through 11:59p during their last shift even though they work beyond to 3:30a (last 3½ hours of work is on their off day)
 - Night: 12:00a the morning of first day back through 11:59p during their last shift even though

- 2809 they work beyond to 6:45a (last 6¾ hours of work is on their off day)
- 2810 2. What is the actual calendar date of the individual overtime slot (not the roster date you are filling)?
- 2811 That is the date used to determine the pool of officers to choose from.
- 2812 3. The junior officer on their workday is inversed.
- 2813 4. Should no officer on a workday be eligible, then it falls to junior officer on their day off in order of
- 2814 the following pools;
- 2815 a. Officers on regularly scheduled days off with no time off taken on either end.
- 2816 b. Officers on regularly scheduled days off or on off time not associated with one of the three
- 2817 yearly vacation picks.
- 2818 c. Officers on time off associated with one of the three yearly vacation picks including regularly
- 2819 scheduled days off adjacent to that time off.

2820 **DEVIATIONS OF OFFICERS NORMAL WORK SCHEDULE AND APPLICABILITY**

- 2821 • PARTIAL DAY OFF TAKEN (including partial trade off): are still eligible to be inversed so long as the
- 2822 time to be filled is connected to the officer still being on duty. Officer working partial trade cannot
- 2823 be inversed.
- 2824 • WORKING PARTIAL TRADE ON A DAY OFF: are still on their day off and not eligible to be inversed.
- 2825 • FULL TRADE ON A DAY OFF: are considered on a workday.
- 2826 • FULL SHIFT OF OVERTIME ON A DAY OFF: are considered on a workday.
- 2827 • PARTIAL SHIFT OF OVERTIME ON A DAY OFF: are still on their day off and not eligible to be inversed.
- 2828 • WORKING NON-ROAD OT: not eligible to be inversed and not in the “holdover” voluntary pool.

2829 **INVERSING PROTOCOL SCENARIOS 4-7-10**

2830 Time needed: 7:30a – 11:00a: Day shifter calls in at 5:00a shorting the shift. Need an officer at 7:30a.

2831 Full call in must be done as time needed is outside the 2-hour mark. No takers. Inverse junior night

2832 shift officer outgoing not on their regular Friday and works from 6:45pm.

2833 Same time slot needed but was a posting that no one took. Go directly to junior night shift outgoing

2834 and works from 6:45a.

2835 Time needed: 11:00a – 2:15p: Call in was done for the time slot and there were no takers. Junior

2836 afternoon shift officer oncoming gets inversed.

2837 Time needed: 3:30a – 6:15a: Posting came down/call in done and no takers. Junior officer from

2838 evening shift outgoing not on their regular Friday, and day shift oncoming is inversed.

2839 Same time needed, but shortage was due to a night shifter going home sick at 2:00a. This is within the

2840 2-hour mark and junior evening shifter not on their regular Friday is inversed.

2841 Time needed: 6:00p – 7:00p: This abuts the evening shift. Call in/posting was done and no takers.

2842 Junior evening shifter oncoming is inversed.

2843 Time needed: 11:00a – 1:00p: Officer takes the time off sick for a Dr. appointment and it creates a

2844 shortage. A call in/posting is done and no takers. An officer is on OT on their day off until 11:00a but

2845 declines the OT but happens to be junior. Cannot inverse the officer on OT as it is still considered a day

2846 off. Neither time needed abuts a shift. You would need to determine the junior officer on their

2847 workday and inverse.

2848 Time needed: 5:00a: Officer on night shift goes home sick and creates an immediate shortage. 5.7.2.c

2849 kicks in as it is within 3-hours of the end of the shift. Filled by a call in of the day shift. If no takers,

2850 junior officer is inversed.

2851

2852

APPENDIX B
Specialty Team Training Flex Agreement

AGREEMENT
BETWEEN
CITY OF GREEN BAY
AND
GREEN BAY PROFESSIONAL POLICE
ASSOCIATION
(BARGAINING UNIT)
2025 – 2026

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION/MANAGEMENT RIGHTS.....	4
ARTICLE 2.	PURPOSE OF AGREEMENT	4
ARTICLE 3.	GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS	5
ARTICLE 4.	HOURS.....	7
ARTICLE 5.	SHIFT ASSIGNMENTS.....	8
ARTICLE 6.	OVERTIME	12
ARTICLE 7.	SELECTION FOR SPECIALTY TEAMS AND ASSIGNMENTS	19
ARTICLE 8.	RETIREMENT	40
ARTICLE 9.	PAY PERIOD	40
ARTICLE 10.	PAY SCHEDULE	41
ARTICLE 11.	ADDITIONAL PAY.....	41
ARTICLE 12.	CLOTHING ALLOWANCE.....	42
ARTICLE 13.	DUTY INCURRED DISABILITY PAY	42
ARTICLE 14.	VACATIONS	43
ARTICLE 15.	VACATION PAY USED FOR SICKNESS.....	44
ARTICLE 16.	SICK LEAVE	44
ARTICLE 17.	HEALTH AND DENTAL INSURANCE	46
ARTICLE 18.	LIFE INSURANCE	46
ARTICLE 19.	JURY DUTY.....	46
ARTICLE 20.	FUNERAL LEAVE	46
ARTICLE 21.	DUES DEDUCTION	47
ARTICLE 22.	HOLIDAYS	47
ARTICLE 23.	PERSONAL LEAVE DAYS.....	48

ARTICLE 24.	DISCIPLINE.....	48
ARTICLE 25.	LEAVES OF ABSENCE	49
ARTICLE 26.	MILITARY LEAVE	50
ARTICLE 27.	EDUCATION CREDITS	50
ARTICLE 28.	TRAINING	51
ARTICLE 29.	BARGAINING UNIT ACTIVITY.....	54
ARTICLE 30.	ADVANCEMENTS & PROMOTIONS	54
ARTICLE 31.	WAGE-HOUR LEGISLATION	59
ARTICLE 32.	AMENDMENT PROVISION	59
ARTICLE 33.	SAVINGS CLAUSE.....	59
ARTICLE 34.	RESIDENCY	59
ARTICLE 35.	NO OTHER AGREEMENT	60
ARTICLE 36.	CHANGES IN THE TERMS OF THIS AGREEMENT	60
ARTICLE 37.	TERM OF AGREEMENT	60
ARTICLE 38.	DRUG TESTING	60
ARTICLE 39.	UNIT DUTIES.....	66
SCHEDULE A.		70
APPENDIX A.		72
APPENDIX B.		Error! Bookmark not defined.

**CITY OF GREEN BAY - POLICE DEPARTMENT
LABOR AGREEMENT**

THIS AGREEMENT, made and entered into according to the provisions of section 111.70 Wis. Stats. by and between the City of Green Bay as municipal employer, (hereinafter called the "City") and the Bargaining Unit of the Green Bay Police Department (hereinafter called the "Bargaining Unit").

**ARTICLE 1
RECOGNITION/MANAGEMENT RIGHTS**

1.1 UNIT. The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time personnel of the Police Department having powers of arrest employed by the City, excluding the rank of Chief of Police, Commander, Captain and Lieutenant in the matter of wages, hours, and working conditions. Prior to any negotiations, the City shall be furnished with a list of the membership of the Bargaining Unit.

1.2 MANAGEMENT RIGHTS. The Union recognizes the prerogative of the City, subject to its duties to collectively bargain, to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not abridged, delegated or modified by this Agreement, are retained by the City, including the power of establishing policy to hire all employees, to determine qualifications and conditions of continued employment, to dismiss, demote, and discipline for just cause, to determine reasonable schedules of work, to establish the methods and processes by which such work is performed. The City further has the right to establish reasonable work rules, to delete positions from the Table of Organization due to lack of work, lack of funds, or any other legitimate reasons, to determine the kinds and amounts of services to be performed as pertains to City government and the number and kinds of classifications to perform such services, to change existing methods or facilities, and to determine the methods, means and personnel by which City operations are to be conducted. The City agrees that it may not exercise the above rights, prerogatives, powers or authority in any manner which alters, changes or modifies any aspect of the wages, hours or conditions of employment of the Bargaining Unit, or the terms of this agreement, as administered, without first collectively bargaining the same or the effects thereof.

**ARTICLE 2
PURPOSE OF AGREEMENT**

2.1 GENERAL. It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the Green Bay Police Department (GBPD) Bargaining Unit and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement, the City agrees that there shall be no discrimination by the City against any employee covered by this agreement because of membership or activities in the Bargaining Unit, nor shall the City interfere with the right of such employees to become members of the Bargaining Unit. The City retains all rights, powers, or authority that it had prior to this Agreement.

2.2 DISCRIMINATION. Neither the Employer nor the Union shall discriminate in any manner whatsoever against any employee as defined in Section 111.32 et seq. of Wisconsin Statutes.

42 **ARTICLE 3**

43 **GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS**

44 3.1 GRIEVANCE DEFINITION. A grievance is defined as any complaint involving wages, hours and
45 conditions of employment of members of the bargaining unit, other than proceedings
46 conducted pursuant to Section 62.13, Wis. Stats. A grievant may be a member or the
47 Association. In either case, the Association retains sole authority to determine whether or not
48 to file and/or pursue any grievance, and whether to resolve any grievance on behalf of the
49 Association or on behalf of a member. Upon the mutual agreement of the parties hereto,
50 grievances involving the same issues may be consolidated in one proceeding.

51 3.2 SUBJECT MATTER LIMIT. Only one subject matter shall be covered in any one grievance. A
52 written grievance shall contain the name and position of the grievant, a clear and concise
53 statement of the grievance, including whether the Association is to be considered the grievant,
54 the relief sought, the date the incident or violation occurred, the signature of the grievant and
55 the date, and a signature of an Association representative authorizing the grievance filing.

56 3.3 CHIEF INVESTIGATION. The Chief of Police may confer with the Union and such employees or
57 other persons deemed appropriate before making a determination.

58 3.4 COMPUTATION OF TIME. The days indicated at each step should be considered a maximum.
59 Working days as used in this article shall mean Monday through Friday, excluding holidays. The
60 failure of the party to file or appeal the grievance in a timely fashion as provided herein shall
61 be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion
62 shall have the right to automatically proceed to the next step of the grievance procedure. The
63 time limits may be extended by mutual consent.

64 3.5 REMOVAL FROM SPECIALTY TEAM OR ASSIGNMENT. Removal from a specialty team position
65 or assignment shall only be for cause. Examples of "cause" may include but are not limited to
66 poor performance, reluctance to perform assigned duties, failure to successfully complete
67 training, continued failure to be available for call-in, poor documentation and the like.

68 3.6 GRIEVABLE. An officer not selected for a specialty team position or assignment shall have the
69 right to grieve the decision through the grievance procedure. Only reasons capable of objective
70 proof shall be considered in the event that a determination of non-qualifications is made and
71 grieved.

72 3.7 WAIVER OF STEPS. Steps in the procedure may be waived by mutual agreement of the parties.

73 3.8 STEPS AND PROCEDURE.

74 3.8.1 STEP ONE. The grievant or Association on the grievant's behalf shall have the right to
75 present the grievance in writing to the Chief of Police within 25-working days after the
76 employee or the Association knew or should have known of the event giving rise to such
77 grievance. The Chief of Police shall furnish the grievant and the Association
78 representative an answer within 15-working days after receiving the grievance.

79 3.8.2 STEP TWO. If the grievance is not satisfactorily resolved at the first step, the Association
80 shall prepare a written grievance and present it to the Human Resources Director within
81 15-working days of the Chief of Police's response. The Human Resources Director shall
82 review the grievance and shall respond in writing within 15-working days after receipt

of the written grievance.

3.8.3 STEP THREE. If grievance is not resolved at the second step, the Association shall present the written grievance to the Personnel Committee within 15-working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 10-working days after their decision, which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The Association shall be given a 10-working day notice of said hearing.

3.8.4 STEP FOUR. If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 10-working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

3.9 GRIEVANCE ARBITRATION PROCEDURE.

3.9.1 ACCESS TO RECORDS. The employee or the bargaining unit shall have access to the City's investigative file and all other pertinent documents or information once a disciplinary action has been meted out, but no sooner than 8-days after such discipline has been meted out. Access to the employee's personnel file shall be subject to the restrictions of Section 103.13 (3) Wis. Stats. Nothing in this paragraph shall prohibit or restrict the City from taking a statement of the employee as part of an investigation to determine whether the employee should be disciplined.

3.9.2 DISCLOSURE OF WITNESSES. Any time after step 2 of the grievance procedure, either party may demand a list of witnesses that the other party intends to call by furnishing the other party with a list of witnesses of the demanding party. The other party, upon whom the request is made, shall respond to that request within 8-working days of the date of the request. The parties shall be under a continuing obligation to update and supplement the list of witnesses so provided. Any witness not identified in response to a demand before the date of the informal pre-hearing conference shall not be allowed as a witness in the case in chief in these proceedings.

3.9.3 DEPOSITIONS.

- a. Once a witness has been identified pursuant to the procedures set forth above, that witness may be deposed.
- b. Either party may identify witnesses they intend to call in these proceedings without receiving a demand from the other party. Upon identification of such witness, the party so identifying the witness shall, upon notice to the other party, be permitted to depose that witness for purposes of perpetuating testimony for the grievance hearing.
- c. Any depositions taken, whether during the investigation of the actions leading up to the discipline or at any point thereafter, may be used by either party at any step in the grievance procedure as may be otherwise provided by law.

3.10 COSTS. The party initiating the grievance shall pay for the administrative costs for initiating

arbitration. Any other expenses or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

3.11 DECISION OF ARBITRATOR. The decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

3.12 REPRESENTATIVES. The Bargaining Unit may appoint representatives of the bargaining unit and shall inform the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 4 HOURS

4.1 NON-SHIFT EMPLOYEES. The work schedule for non-shift employees shall be equalized with that of the shift employees subject to approval of the Command Officer. Approval shall not be unreasonably withheld. The workday for non-shift employees shall be a maximum of eight and one-half hours.

4.2 SHIFT EMPLOYEES.

4.2.1 The work week for shift employees shall consist of 5-duty days with 3-days off in a repeating cycle. The work week for non-shift employees shall be 5-duty days during the normal work week with weekends off, as modified by the schedule set forth in the departmental reorganization of October, 1986 and shall be administered as to each employee as it now is.

4.2.2 The normal tour of duty shall be 8½-hours including roll call time. However, officers may return to the station after 8¼-hours in order to submit all usual and required written reports and information and to ascertain that they have been properly and correctly submitted before leaving the premises. In no event shall the completion of a required report become a matter involving overtime except with approval or at direction of the Command Officer.

4.3 TAKING OF OFF TIME. Officers may select, or pick, off time (vacation, personal days, compensatory time, accumulated overtime, and the like) outside of the normal vacation selection or pick procedure not more than 45-days before the day(s) in question in the following manner:

4.3.1 No such selection or pick shall be made more than 45-days before the day in question.

4.3.2 Within 45-days, but more than 30-days of the date in question, selection or picks may be made to the extent of the number of positions allowed off under the Labor Agreement regardless of staffing requirements and within applicable rules regarding seniority, off day groups, number of days per selection, and other pertinent rules.

4.3.3 Within 30-days but not less than 24-hours prior to the start of the time off requested, such selection shall be on a first come, first served basis regardless of seniority up to the number of officers allowed off under the Labor Agreement regardless of staffing requirements. The shift commander or other designated Command Officer may, in their

sole discretion, allow more officers off than the number of officers allowed off under the Labor Agreement regardless of staffing requirements in accordance with the above procedures for identifying the officers. In no event may an officer select time off without 24-hours notice prior to the start of the time off requested, to the shift commander or other designated Command Officer, but a shift commander or other designated Command Officer may, in their sole discretion, waive the 24-hour notice for reasons found sufficient. For purposes of this provision, officer means an 8½-hour shift.

4.4 FLEX TIME. Officers shall not be allowed to flex their hours in a workday except as explicitly provided for in the Agreement or specifically agreed to in writing between the City and the Association from time to time. Officers who work an administrative schedule (5-2, 4-3) may work on their flex day with Command Officer approval during their last five years of work before their declared retirement date.

4.5 MIDDAY SHIFT. The midday shift will comprise the hours of 10:30 am to 7:00 pm with officers assigned to a 5-3 group work schedule.

4.5.1 Officers will bid for the midday shift by department seniority by signing a general department posting.

4.5.2 Management retains the right to determine the number of officers to be assigned to the shift. The time frame to fill this shift will be determined based on where the officers bidding the shift come from.

ARTICLE 5 SHIFT ASSIGNMENTS

5.1 ASSIGNMENTS IN GENERAL. Assignments to shift positions shall be by seniority among those persons possessing the qualifications for the position to be filled. Assignments shall be made and persons with appropriate qualifications and seniority may bid for shift positions only when a vacancy exists in such position.

5.2 SHIFT TRADING. Officers shall be allowed, upon request, to have another officer substitute for the requesting officer on any given tour of duty under the following conditions:

5.2.1 The substitute member shall be of the same rank as the requesting member and hold a uniformed assignment regardless of division.

5.2.2 The request shall be in writing and approved by the shift commander or Command Officer of both the requester and substitute, which said approval shall not be unreasonably withheld.

5.2.3 The consideration to the substituting officer, such as the requesting officer substituting for the substituting officer in the future, shall be strictly between said officers, without the City having any obligation whatsoever to be involved in enforcing any such agreement.

5.2.4 No trade may be made if the trade, when made, would result in an officer working more than 14¼-hours, in a combination of shift trade, training, duty hours and/or overtime, in any 24-hour period.

5.2.5 An officer who makes a partial trade with an officer on a contiguous shift with a

206 30- minute overlap shall remain on duty an additional 15-minutes at the end of
207 that shift without any additional compensation.

208 5.3 TRAINING OF NEW PERSONNEL. The training of new officers shall be conducted pursuant to
209 the departmental field training program under the provisions of this Agreement, excepting
210 that while in training, the department shall have the right to assign shifts, groups, jobs, and
211 duties as is necessary or proper under the training program, and all selection rights in
212 regard to the same contained in this Agreement shall not apply to such officers; provided
213 that in all instances the provisions regarding the length of the work day, the work week,
214 provisions regarding pay, including overtime (except such officers may not bid, or be
215 inversed, for normal overtime) shall apply.

216 5.4 TEMPORARY ASSIGNMENTS. The Chief of Police may, upon written notice to the Bargaining
217 Unit, temporarily assign officers to special duties or projects for a period of up to 30-days;
218 provided however that no officer may be temporarily assigned to any duties or projects
219 which have historically been or normally are performed by or assigned to Bargaining Unit
220 members as part of their job duties. If the assignment is voluntary, no premium pay shall
221 be earned by the officer. An officer's performance of any temporary assignment shall not
222 impact on promotion (excepting that such might increase the officer's personal knowledge
223 or experience) and shall not become part of the officer's personnel file or work record for
224 promotional purposes.

225 5.5 TEMPORARY ASSIGNMENTS IN THE BEST INTEREST OF THE EMPLOYEE. The Chief of Police
226 may, with Association approval, temporarily assign members to other duties or projects for
227 a period of up to 15 consecutive working days so as to assist the member's overall wellness.
228 Any member so assigned shall not be allowed to work overtime outside of his/her
229 temporarily assigned duties. This provision may not be used as discipline, nor may such
230 temporary assignment be considered in future discipline.

231 5.6 DAYLIGHT SAVINGS. When clocks are adjusted for "Daylight Savings Time" employees shall
232 be compensated according to the clock rather than actual hours worked. Overtime shall
233 commence after 8½ hours on a regular workday.

234 5.7 SPECIAL PROJECTS. The Chief of Police may authorize special projects not to exceed 60-
235 days. The special projects shall be assigned based on qualifications amongst those
236 interested. The selection process will be in accordance with Section 7.4, with the exception
237 of the Peer Review process which shall not be included. The length of the special project
238 may be extended upon mutual agreement with the Association for a period of up to 30-
239 additional days. Approval for such extension shall not be unreasonably withheld. Members
240 in the following positions shall not be eligible for special assignments:

241

Canine	Animal Control Officer	Neighborhood Response Team
Detective	Traffic Enforcement Officer	School Resource Officer
Drug Unit	Range Master	Community Policing Officer
	Behavioral Health Officer	

242 Identical special projects shall not be posted more than two consecutive times except for
243 good cause shown or by mutual agreement. Special projects may not be used to avoid

filling vacancies in specialty units. Sergeants may only be assigned to special projects to perform supervisory duties.

5.8 SAFETY STAFFING.

5.8.1 Policy. Both the City and the Bargaining Unit keep officer safety as a foremost priority in all aspects of working conditions. It is recognized that the primary safeguard for officers is the police force itself, with each officer receiving protection through teamwork with, backup for or by, and general interdependency with other officers.

5.8.2 Staffing Requirements. In order to serve the above general policy, the following minimum officer safety staffing shall be maintained at all times, subject only to the provisions of 5.8.2.c below. The City may count up to two (2) Patrol Sergeant positions as patrol officers for purposes of safety staffing:

- a. Safety staffing between the hours of 6:15a and 10:30a will be 11-patrol officers, between the hours of 10:30a and 7:00p will be 13-patrol officers, from 7:00p until 3:30a this minimum shall increase to 16-patrol officers, however may be reduced to 14-patrol officers because of absences due to officers going home during shift due to illness. From 3:30a until 6:30a minimum staffing may be reduced to 10-patrol officers on duty.
- b. The following provisions shall apply to the counting of patrol officers for minimum staffing requirements:
 - i. Command Officers will only supplement safety staffing and do not count toward the safety staffing requirement.
 - ii. There will be a minimum of two patrol sergeants working during the hours of 6:00a to 3:00a. During the hours of 3:00a to 6:00a, patrol sergeant staffing may be reduced to one sergeant.
 - iii. Officers in plain clothes shall count toward the required number for staffing if officer is on patrol;
 - iv. Two officers assigned to a patrol squad car shall count as two officers for required number for staffing;
 - v. Probationary officers in training shall not count toward the required number for staffing;
 - vi. School Resources Officers (SROs) shall not count toward the required number for staffing;
 - vii. Community Police Officers (CPOs) shall not count toward the required number for staffing;
- c. Unexpected deviations below safety staffing on any given shift within 3-hours of the end of that shift shall be filled by a call-in of the oncoming shift. This may occur when an officer or sergeant goes home sick. Should the time slot extend outside of 3-hours a full call-in must be done even if the department is running below staffing.
- d. "Active patrol duty" shall mean a uniformed or plain clothed trained officer

being assigned to perform a shift tour of duty the usual and customary duties of active police patrol within a district or other area of the city designated by the Chief of Police or designee.

e. Shift Commander Discretion. Due to the exigency and emergency nature of police work, deviation from staffing and assignment requirements within the work day are inevitable, and shift commanders shall have the discretion to direct the work force to meet unexpected situations, events or occurrences arising from time to time; provided that deviations shall not be allowed for expected situations or events, or those which reoccur on a regular basis so that they may be planned for.

f. In the event of a violation of the provisions of this Section, whether by the City failing to call in an officer or calling in the wrong officer, the officer who should have been called in shall be compensated for the wages the officer would have earned had the officer been called in.

5.9 GROUP SELECTION. Assignments to groups shall be selected by departmental seniority as follows.

5.9.1 Current group assignments shall be continued, and no bumping shall be allowed.

5.9.2 When a vacancy in any group occurs on a shift, such shall be posted for selection by all officers qualifying to fill such a position, including officers already assigned to the shift.

5.9.3 Officers being newly assigned to a shift shall be assigned to a group having a vacancy after the posting under 5.8.2.

5.9.4 When an officer leaves a shift because of a move that entitles the officer to return to the shift at a later date, that officer shall be treated as a newly assigned officer to the shift under 5.8.3, unless agreed otherwise by the City and the Bargaining Unit before the officer leaves the shift.

5.9.5 New Shift/Group changes: An officer that moves shifts or work groups and is owed off time due to the shift/group move shall take any time off owed within the FLSA period. The officer shall be allowed to elect the off day(s) within the FLSA period (under the procedure identified in Article 14.3(c) of the Agreement), as long as the vacation book shows such day(s) as available. In the event the officer does not elect to do so, or his/her chosen off day is not available in the vacation book, the Department shall assign the day(s) off owed. No payback or compensatory time will be given unless the City is unable to schedule the off time owed within the FLSA period.

The formula for determining the off time owed to an officer for a shift/group move is as follows:

1. Prior to the shift/group move, use the officer's last full rotation 5 days on 3 days off. After the shift/group move again use one full rotation 5 days on 3 days off. Total the number of work days and the number of off days.

- 326 2. Total number of days worked in point #1 multiplied by .6 to
327 determine the number of days off the officer should have had.
328 3. Compare the number of days off in point in point #1 to the number
329 of days off in point #2. If point #2 is higher than point #1 this is the
330 amount of time owed to the officer. If the officer is owed any time
331 off, the office shall be scheduled the time off within the FLSA period.

332 The City will not seek compensation from the officer or add additional work days to
333 the officer's schedule if, as a result of a shift/group move, the officer is off work
334 more time than allotted during a normal rotation.

335 An officer that is scheduled off due to time owed from a shift/group move is unable
336 to substitute any off time (i.e. personal or sick) for those scheduled off days.

- 337 5.10 ASSIGNMENT OF POSITIONS. Assignments to job or duty positions shall be made only when
338 a vacancy exists, and there shall be no bumping.

339 **ARTICLE 6**
340 **OVERTIME**

- 341 6.1 OVERTIME PAYABLE. Employees shall be compensated at the rate of 1½-times based upon
342 their normal rate of pay for all hours worked in excess of the scheduled work day or work
343 week. Overtime shall commence after 8½-hours on a regular workday or for hours worked
344 outside the normally scheduled workweek. For purposes of calculating overtime,
345 compensation for the hourly rate shall be based on a bi-weekly schedule of 75.6-hours and
346 an annual schedule of 1964.5-hours. No change in the amount of overtime claimed by an
347 employee shall be made unless the employee is notified of such proposed change within
348 7-days of the employee submitting the overtime.

- 349 6.2 OVERTIME/COMPENSATORY TIME. A member may elect to receive compensation for
350 overtime worked as either pay or compensatory time, accrued at a rate of 1½-times the
351 hours worked. Such election shall be made when the overtime is reported in the payroll
352 system. Compensatory time shall be limited to an accumulation of 100-hours. A member
353 may request payment for part or all of their compensatory time balance up to twice per
354 calendar year at a time of their choosing.

- 355 6.3 ALLOCATION OF OVERTIME.

- 356 6.3.1 Posting. All overtime of the department schedule, where practicable, shall be posted.
357 If more persons qualified for such overtime work sign for such than are needed,
358 overtime shall be assigned on a seniority basis among those qualified for the work.
359 (It is contemplated that at times it shall be necessary to determine the qualification
360 of an employee to work overtime based upon the employee's knowledge of the
361 subject of the overtime work or the training and expertise of the employee.
362 However, in the event of a dispute as to the same, the City shall have the burden of
363 establishing the necessity.) In assigning overtime the department shall ask for
364 volunteers on the basis of seniority regardless of whether the officer is on a work or
365 off day. In the event sufficient volunteers are not found, the balance of the overtime
366 shall be assigned on the basis of inverse seniority among those on their workdays
367 and then by inverse seniority among those on off days. Management may refuse
368 overtime where there is a legitimate safety concern. Practicability of posting shall

be determined in light of time available for posting and departmental or public security, or other relevant and sufficient factors. This paragraph shall not apply to overtime resulting from an extension of a person's normal workday duty, nor shall it apply to overtime not assigned by the City of Green Bay.

Special event overtime, when practicable, shall be posted for a minimum of 30-days in advance of the event. The most senior qualified officer signing for and assigned the special event overtime will be expected to perform that overtime assignment. In the event the Department has less than 30-days advance notice to post the special event the posting will include a date to cancel. Once the posting period ends, if the officer needs to cancel the overtime assignment, it is the officer's responsibility to find a replacement from the list of officers who signed for the overtime posting. If no replacement on this list is available, the officer shall find a replacement through a full department call in of eligible personnel. For purposes of these posting procedures a special event will typically be considered crowd control, traffic control, and general security at events, such as an athletic event, concert, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show, or other similar display which interferes with normal flow or regulation of traffic on the streets, sidewalks, or right-of-way, or the normal use of parks or other public or private grounds.

6.3.2 Qualification for Overtime. When determining qualifications, department shall abide by the following:

- a. When the overtime in question calls for the officer not to be in uniform, such overtime shall be performed by a detective. However, this provision shall not prevent the department from using patrol officers for ordinary plain clothes surveillance duty during their normal shift or using a patrol officer when the department is unable to secure sufficient detectives whether they are on or off duty. Use of patrol officers shall not reduce any shift below the number required for safety reasons. If the detective maintains a uniform, the detective shall be allowed to select overtime with the patrol division and specialists for crowd control events such as the 4th of July, Artstreet, and the like.
- b. When the overtime in question calls for the officer to be in uniform, such overtime shall be performed by an officer who, in the normal course, performs their duties in uniform, or are assigned to a Specialty Assignment as defined in 7.1 (excluding the Drug Task Force). Overtime under this provision involves duties including and similar to road patrol, such as Speedwave, OWI saturation patrols, downtown security, and any other assignment where it is anticipated that the patrol vehicle shall be used the same as a road patrol vehicle. Assignment under this provision requires knowledge and proficient use of the patrol vehicle and all equipment contained therein. The Road Overtime Call list shall include these assignments. Because the rank of Detective is a promoted position, Detectives shall not be eligible to work Patrol overtime.
- c. Specialists shall be allocated overtime within their respective specialties, and in addition, if the specialist is, in the normal course, required to maintain a uniform,

such specialist shall be allowed to select overtime with patrol division officers for crowd control events, such as 4th of July, Artstreet, and the like. Where it is anticipated such use of the patrol vehicle would not be needed, shall be filled by seniority from the full specialty call in list (mix of detectives, specialist positions and patrol officers). Examples of such overtime would be crowd control, traffic control and general security where the presence of a patrol vehicle is operationally desired, but full functional operation is not required.

- d. For any overtime assignment where it is unclear what pool of officers should be utilized; such determination shall be made via mutual agreement between the City and an Association representative.
- e. All overtime above shall begin at the station and the officers assigned shall report to the Shift Commander or briefing supervisor verifying their presence, at the end of the assignment the officer(s) must stop at the Shift Commander's office and verify they have completed their assignment. There is no change to the Packer Game Day reporting for duty and overtime procedures.
- f. Absent a bona fide emergency, a sergeant in one Division shall not be eligible for non-special event overtime work in another Division.
- g. Sergeants in the Investigations Division shall not be eligible to work any Detective overtime involving nonsupervisory duties unless there are no Detectives available to perform the work.
- h. Command Officers shall not be qualified to work any overtime involving nonsupervisory duties.
- i. With the exception of special events and grant-funded traffic safety work, absent a bona fide emergency, sergeants shall not be eligible to work any overtime assignment in which the duties performed are those of an officer. This includes patrol duties and duties performed on specialty team callouts such as the Dive Team. This provision shall be applied to the SWAT Team effective July 1, 2026.

6.3.3 Overtime as Duty Assignment. An overtime assignment may be cancelled by the City at any time, provided that if it is cancelled within 24-hours of the scheduled start of the assignment, the officer shall be paid minimum call-in under sec. 6.4 below, or in the case of shift overtime, payment for the entire shift. The term "cancel" shall include cutting short overtime which was planned to run for more than 3-hours.

6.3.4 Special Event Overtime. For special events (such as the 4th of July, and the like), because the City is at the mercy of the weather and the needs of the event sponsor, overtime may be cancelled or altered at any time prior to the scheduled commencement without relief; however, once the officer starts the assignment, if it was scheduled for more than three hours, there shall be a minimum three hours paid.

6.3.5 Overall hour limitation. Except as provided above, overtime shall not be allocated or assigned where it would result in an officer working more than 14¼-hours, in a combination of overtime, training, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is a 7½-hour break in on duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. The 14¼-hour limitation provided for in this paragraph shall be extended to allow

for the duty of officers to extend their shifts upon the order of a Command Officer or when addressing emergencies that may occur at the end of a shift.

6.3.6 Inversed Overtime Assignment. Whenever an officer is inversed to work an overtime assignment, the officer inversed shall have the right to have another officer work the overtime on the same basis as the assigned officer, provided the replacement officer is from the pool of officers that were originally considered for the overtime assignment (in essence giving it away, the one that actually works it gets paid). In the event the City determines the need for the inversed overtime assignment has ended, the officer that is working the inversed overtime assignment may voluntarily cancel or cut short the overtime assignment with notice to the Command Officer. At the officer's choice inversed overtime assignments may be cancelled in accordance with provisions of this Article.

Improper Inverse. In the event an officer is improperly inversed under any of these procedures, the officer shall receive additional pay in the amount of straight time pay for each hour worked during the improper inverse assignment. In the event an officer is notified of a cancellation of the improper inverse assignment within one hour of the notice of inverse assignment and the employee chooses to work the inverse assignment under section 6.3.6 the additional straight time pay shall not be applicable to such inversed overtime assignment. Examples of road overtime are attached as Appendix A.

6.3.7 Shift Overtime Postings and Subsequent Openings. The City shall post only for actual shift openings when posting for available shift overtime. Such postings shall be displayed for a minimum of 4-days. Any subsequent shift openings of the same overtime period(s) discovered while the posting is still active may be filled via this posting. Once such posting is taken down, any subsequent openings not involving a holdover must be filled via a telephone posting of all officers by seniority, even if the overtime period is the same as that of the previous posting.

a. Anticipatory Overtime: One exception to only posting for actual shift openings are for anticipated but not actual safety staffing shortages. The City may use "anticipatory postings" for anticipated safety staffing shortages. Such postings will be clearly marked anticipatory. This posting shall be filled or cancelled no later than 24 hours from the time of the assignment. Members who sign this posting may refuse to accept the assignment at the time the posting is taken down. If the anticipated posting does not have an adequate amount of members to fill the staffing shortage when taken down the shortage must be filled via a telephone posting of all officers by seniority.

6.4 MINIMUM CALL-IN TIME. Employees shall be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½-hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school, specialty team training or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department

may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees shall be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay.

6.4.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours.

6.4.2 Continuous Duty: In the event an officer is called in for more than one call in any given day, including notice of court or any other notice of time outside the regular shift, that officer shall not receive two call ins, but shall be paid continuous pay at the overtime rate of time and one-half from the beginning of the first call in to the end of the second call in; excepting that if the call ins in question are for specialized units established and existing for the purpose of being called in for special problems or occurrences, such as SWAT, K-9, accident reconstruction, the continuous duty rule shall not apply to more than one call in of such nature, but rather each call in shall be a separate call in.

6.4.3 When a trade of shifts is made between officers as authorized in section 5.2 of this Agreement, and one of the officers is subject to a call as set forth in section 6.4 of this Agreement, the officer working the day shall be subject to the 3 hour call in compensation and the officer who is off because of the trade shall be subject to the 6-hour call in compensation. It is understood that the above shall not affect the application of 6.4.1 and 6.4.2 of this Agreement.

6.4.4 Officers inversed to work overtime to satisfy safety requirements shall be paid call-in time under this section. Officers who volunteer to work such overtime shall be paid at time and one-half for the overtime actually worked.

6.4.5 Officers shall be subject to the residency requirements as outlined in Article 35, Residency, of the Agreement, for immediate need safety staffing shortage call-ins and immediate need detective call-ins.

6.4.6 Response time compensation for call-ins shall apply as outlined in Article 35, Residency, of the Agreement.

6.5 IMMEDIATE NEED CALL-IN COMPENSATION. Immediate need call-in is defined as that need not previously known or posted, where the officer is needed immediately. (Example: Immediate road staffing shortage). This does not apply to court related hearings where the officer is being called in to testify such as municipal or circuit court appearances, probation/parole hearings or Chapter 51 hearings.

6.5.1 When an officer is called-in for immediate need overtime such overtime shall commence at the station upon duty-ready status of the officer. Such officers shall report to the on- duty Shift Commander duty ready, which shall be recorded as the official start time; additional 30-minutes of overtime shall be added to that start time regardless of when the officer arrives.

6.5.2 In the event the immediate need compensation requires the officer to respond directly to a scene, the start time shall be the time the officer arrives at the scene. Such officers shall report to the on-scene supervisor which shall be recorded as the official start time.

An additional 30-minutes of overtime shall be added to that start time, regardless of when the officer arrives.

- 6.5.3 If the overtime assigned is to fill immediate safety staffing needs the supervisor shall begin the call-in process immediately. There shall be no deliberate or unnecessary delay of filling such overtime. The officer accepting the overtime receives pay from the time of reporting duty ready to the Shift Commander plus 30-minutes. There is no compensation for the time between discovery of the shortage and the paid start time of the officer. The period of time the shift was short staffed up to the time of discovery is to be reported to the Operations Commander.

EXAMPLE: (Immediate action.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander immediately starts the call-in process. Officer A is called at 7:15p and accepts. Officer A arrives at 7:55p and reports to the Shift Commander duty-ready (in uniform and ready to walk out door). Officer A receives pay beginning at 7:25p (time of reporting + 30-minutes). No compensation for the time from 7:00p to 7:25p.

EXAMPLE: (Unnecessary delay.) At 7:00p it is determined that an error was made in Telestaff, and shift is below safety staffing until 10:15p. Shift Commander decides to wait to begin the call-in as there is no officer available to make the calls or s/he wishes to eat lunch first. An officer is available at 8:00p and call-in begins thereafter. This delay would be deemed unnecessary as the Shift Commander could have started the call-in him/herself. The time from 7:00p to 8:00p would be compensated under 5.7.2.f

EXAMPLE: (Shortage not discovered right away) At 10:00p it is discovered that there was a safety staffing shortage since 7:00p. The supervisor immediately begins a call-in process. Officer is called at 10:15p and accepts. Officer reports to Shift Commander at 11:00p duty ready (in uniform ready to begin). Officer receives pay beginning at 10:30p (time of reporting + 30-minutes). The time from 10:00p–10:30p is not compensated. The time from 7:00p to 10:00p shall be compensated via Article 5.7.2.f. In this situation, the supervisor notifies the Operations Commander of the details of the 7:00p–10:00p shortage. The Operations Commander shall facilitate the remedy with the GBPPA.

- 6.6 ORDERED IN VS. VOLUNTARY ACCEPTANCE. “Ordered In” is defined as a non-voluntary assignment. The officer is ordered to come in and has no choice. In this situation the officer is compensated from the time the officer was ordered in to report for duty. Minimum call-in time (3-hours/6-hours) applies to this situation.

- 6.7 COURT CANCELLATION PROCEDURE. The afternoon shift commander shall be notified of any court cancellations. It then becomes the responsibility of the officer to call the shift commander after 5:00p on the day prior to the scheduled court date as to whether or not the court appearance has been canceled.

- 6.7.1 The shift commander shall record all such calls by date and time in a log book; that is, if an officer appears at court and the case has been canceled, s/he shall receive the minimum call-in pay only if s/he had called in after 5:00p the prior day and was not

- 587 notified of the cancellation. If the officer had not called in the prior day, s/he shall not
588 receive the pay.
- 589 6.7.2 On those occasions when court appearances are canceled after 5:00p, the shift
590 commander shall attempt to contact the officer with the cancellation, if the officer had
591 already called in. If the officer is contacted 12-hours before the scheduled court
592 appearance, the officer shall not receive call-in pay.
- 593 6.7.3 Court shall include any time an officer is instructed by the Chief of Police or designee
594 or subpoenaed to appear in any Court, legal proceedings (including depositions), or
595 before any governmental body or other person, tribunal or agency authorized by law
596 to issue subpoenas, which appearance is related to or arises out of the officer's scope
597 of employment. (The City and Bargaining Unit have disagreed as to whether there was
598 a past practice for compensating officers who are subpoenaed or instructed to appear
599 at arbitrations or grievance proceedings dealing with the administration of this
600 Agreement and the City had previously informed the Union of the discontinuance of
601 this alleged past practice in a letter to the Union, dated August 27, 1986. The above
602 language shall not apply to these situations.)
- 603 6.8 OVERTIME FOR LAMBEAU FIELD EVENTS.
- 604 6.8.1 Two postings shall be placed on the bulletin board once each year by July 1. All officers
605 interested in working Packer games or working any extra overtime beyond what would
606 be normal for traffic or field assignments are requested to sign the respective postings.
607 These postings shall contain the anticipated staffing needs for the games.
- 608 6.8.2 Officers who sign the above said posting shall be assigned to work each of the Packer
609 games in the year in question on the basis of departmental seniority.
- 610 6.8.3 In the event there is an insufficient number of officers signing the posting to fill the
611 remaining complement needed for the Packer games, officers shall be assigned in
612 accordance with the Inverse Non-Road Overtime procedure in Appendix A.
- 613 6.8.4 In the event that any officer who has signed the above said posting to work the Packer
614 games later decides not to work any given game, such officer shall have the right to
615 remove their name from the posting for any game by giving at least 10 days advance
616 notice of such removal before the game in question.
- 617 6.8.5 Officers working overtime for Packer games and other stadium events requiring the
618 implementation of the Incident Command Structure shall be compensated at twice their
619 regular rate of pay for all hours worked. The parties agree that all events associated
620 with the 2025 NFL Draft are not considered stadium events, and overtime associated
621 with the 2025 NFL Draft shall be compensated at time and one-half.
- 622 6.8.6 Use of Day Shift for Staffing Holdover on Day of Packer Games. On Packer game days, a
623 holdover of officers to complement staffing until Packer personnel return for road duty
624 shall be filled by seniority from a combined pool of day shift officers working that day.
625 Such overtime shall commence at the end of the officer's normal shift. If enough officers
626 do not volunteer, openings shall be filled by inverse seniority from this same pool.
627 Payment shall be at double time for time worked.
- 628 6.9 STAND-BY PAY. Officers asked to be available for immediate call to duty shall receive an
629 hourly rate of pay equal to 15% of the top patrol officers' hourly rate for every hour in which
630 they are on stand-by. When actually called to duty, they shall be compensated according to

- Article 6 and/or Article 11 of this Agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority from among those signing a posting.
- 6.10 ASSIGNMENTS OUT OF CITY. When an officer is assigned to perform duties out of the City which requires the officer to be out of the city overnight, in connection with their responsibilities as an officer for the Green Bay Police Department, the following shall apply. Compensation for training and/or schools shall be in accordance with Article 29.
- 6.10.1 The work assignment starts when the officer reports to the police department for duty assignment and ends when the officer returns to the police department. In the event an officer must travel on an off day, the City does not guarantee any number of hours. In the event an officer is required to work on a scheduled off day, the City retains the right to schedule travel time with sufficient time to reach the destination.
- 6.10.2 Transportation shall be provided as determined by the department.
- 6.10.3 If the officer is on a work day, the officer shall flex their normal work hours to accommodate travel time and work hours to the extent deemed appropriate by the department. The City may assign normal police duties on the day of travel, and require officers to work normal police duties until travel begins.
- 6.10.4 While on the out of city job assignment, an officer shall flex their normal work hours so as to accommodate the times that job duties are to be performed out of city (for example, if the officer works the night shift and the job assignment is to testify in court, the department shall have the option of directing the officer to start the work day at 6:00 a.m. the following day when the officer is to be in court).
- 6.10.5 An officer shall not be compensated in any fashion during the hours of 10:00p and 6:00a provided that the officer is not required to perform job duties during these hours. If an officer is required to perform job duties during these hours the officer shall be compensated only for the time spent performing those duties. All other hours during the out of city assignment shall be compensable as work hours, either as actual hours of work, or hours spent engaged to wait or waiting to be engaged for work.
- 6.10.6 Once notified of the court date, officers may not take off time on that date. See 6.4.1.
- 6.11 PAY BACK COMPENSATION. Until December 31, 2017 all accrued payback compensation shall be used by Employee prior to the last date of employment, or paid out at the time employee separates from employment. Effective January 1, 2018 payback time will not accrue in excess of 100-hours. Any hours in excess of the 100-hour maximum on January 1, 2018 will be paid out at employee's then current rate of pay. Payment will be made as soon as administratively practicable after January 1, 2018. Thereafter, earned hours in excess of the 100-hour maximum will be paid out as they are earned.

ARTICLE 7

SELECTION FOR SPECIALTY TEAMS AND ASSIGNMENTS

- 7.1 Regular assignments are those specialty assignments that are the officer's regular shift duties, and include:

- 7.1.1 Community Police Unit

- 675 7.1.2 Canine Unit
676 7.1.3 School Resource Officer Unit
677 7.1.4 Neighborhood Response Team
678 7.1.5 Drug Task Force
679 7.1.6 Traffic Unit
680 7.1.7 Professional Standards Division
681 7.1.8 Full-time positions in the Training Division (i.e., Range Master)
682 7.1.9 Animal Control Officer
683 7.1.10 Behavioral Health Officer
684
- 685 7.2 Detached assignments are those assignments that are separate from and supplementary
686 to a member's regular assignment and include:
687
- 688 7.2.1 Special Weapons and Tactics (SWAT) Team
689 7.2.2 Dive Team/Dive Team Support
690 7.2.3 Peer Officer Support Team (POST)
691 7.2.4 Crisis Negotiation Team
692 7.2.5 Detached instructor positions in the Training Unit
693 7.2.6 Field Training Officer (FTO) Program
694 7.2.7 Marine Unit
695 7.2.8 Honor Guard
696 7.2.9 Police Motorcycle Operator/Instructor
697 7.2.10 Traffic Crash Reconstruction Team
- 698 7.3 Selection Process for Specialty Units
699 7.3.1 POSTING. Openings for specialty team positions will be announced either
700 through posting or electronic communication to all officers. The announcement
701 will include a description of the assignment; the closing date if any to apply for
702 the assignment; requirements to be eligible for assignment; expiration date of
703 the list; and description of the selection process.
- 704 7.3.2 MEMBER APPLICATION. The posting will indicate if the officer needs to provide
705 written notice, prepare a letter of interest, provide a resume, or other means of
706 applying for the assignment.
- 707 7.3.3 PROCESS FOR SELECTION. The selection process shall consist of the following:
708 a. At the time of the closing date of the posting, the candidate must meet
709 posted requirements to be considered further for the assignment or
710 specialty position.
- 711 b. Interview by a panel including at least one GBPPA member designated by the
712 Association and one member from an outside police agency or community
713 member with a relevant skill set. The interview shall be scored on a 100-
714 point scale and the officer's score will equate to the number of points
715 received by the interview panel. The candidate must receive a score of 70
716 percent or higher to continue in the process.
- 717 c. A Peer Review consisting of:

- 718 • Peer review forms will be sent to 10 members of the same rank with
719 whom the candidate currently works. Peer reviewers will be randomly
720 selected. In addition, peer review forms will be given to the member's
721 direct supervisor and one other supervisor. A GBPPA representative shall
722 observe the reviewer selection process.
- 723 • Reviews will be in the form of a survey using a 5-point Likert scale to
724 measure peers' opinions of specific skills and abilities related to the
725 specialty position.
- 726 • The Peer Review shall be scored on a 100-point scale. The reviews with
727 the highest and lowest scores for each candidate will be discarded, then
728 the remaining scores shall be averaged to determine the final score.
- 729 d. Each candidate's cumulative score shall be determined by weighting the
730 interview score at 80 percent and the peer review score at 20 percent.
- 731 e. Upon successful completion of the selection process, the candidate's
732 seniority points will be added to their cumulative score for the interview
733 and peer review to reach a final score. Using the candidate's seniority
734 date, the candidate shall receive one point for every 3-complete years of
735 service.
- 736 f. Candidates will be ranked by their final overall score and the candidate
737 with the most points will be offered the position. In the event of a tie the
738 candidate with the highest seniority will be offered the position.
- 739 g. The Chief may skip a candidate on the eligibility list with sustained
740 allegations of serious policy violations. The decision to skip a member on
741 an eligibility list for a specialty assignment is subject to the grievance
742 procedure outlined in Article 3, but such grievance does not include the
743 right to grieve prior discipline.
- 744 h. If an insufficient number of eligible members apply for a specialty
745 assignment, the Association and the City shall meet and confer as to how
746 to proceed. In the event that the parties cannot reach agreement as to
747 how to proceed, the City may withdraw the specialty assignment posting,
748 or:
- 749 • The position shall first be re-posted, opening eligibility to any non-
750 probationary member.
- 751 • After that, if there is still an insufficient number of applicants, the
752 position shall be filled by inverse seniority among non-probationary
753 members.
- 754 7.3.4 Should the City choose to establish an additional shift or fill a vacancy in any
755 specialty unit, that shift or vacancy shall first be offered to members of that unit by
756 overall seniority.
- 757 7.3.5 Should a member choose to leave a permanent specialty assignment, they may do
758 so by requesting the same. If the officer decides to return to regular duty during

the first 30-days in the specialty assignment, they shall return to their previous assignment and shift. After 30-days, if the member leaving the assignment is an Officer, they shall transfer to whatever opening exists in the Patrol Division until such time that openings arise on other shifts and the officer's department seniority allows movement to another shift. A sergeant in this situation shall transfer to whatever patrol sergeant position is available. A detective in this situation shall return to the Detective Division.

7.4 SCHOOL RESOURCE OFFICER. To be eligible for appointment to the School Resource Officer position, a member must have at least 3-years' experience as a Green Bay Police Officer. Selection shall be as described in Section 7.3.

7.4.1 School Resource Officers shall receive pay consistent with Schedule A of this Agreement.

7.4.2 The SRO shall work a 5/2 work schedule during the school year. Hours of work for this position shall be 7:00a-3:30p. Summer schedule is a 5-2/4-3 schedule. Each SRO shall accumulate 1-work day every other week while school is in session and bank that day for off time during the summer months. Accumulated banked days cannot be carried over to the next school year.

7.5 CANINE UNIT. To provide maximum availability for normal canine handling duties, newly appointed Canine Unit officers shall not serve on more than one other specialty unit at the same time.

7.5.1 Qualifications for this position are:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process for Canine Officers will be in accordance with Section 7.3.
- c. Prior to the selection process as described in section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the Canine Officer role. This test shall be administered on a pass/fail basis; a member must pass the test to continue in the selection process.
- d. The commitment by the officer to remain in the program shall be 5-years. The commitment requirement is met by the employee spending 3-years in the program. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive their opportunity for any promotion until the full 3-year commitment to the program is completed unless the parties mutually agree otherwise.
- e. For Canine Officers appointed after July 1, 2016 the length of assignment will be 10 years or the work life of 2 of the officer's dogs, whichever is greater. The Canine Officer may be considered for additional Canine Officer assignments by applying for the position.

7.5.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule. The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.

7.5.3 The Canine Officer shall be responsible for 17-hours of maintenance training per month on a yearly average. Canine officers shall be paid at straight time pay for up to 171-hours in the 28-day cycle, if the training pushes the officer over the 171-hours

800 they would receive 1½ pay for those hours (this provision is to address training only
801 and is not a waiver of other contractual overtime i.e., time in excess of 8½ hours in a
802 day). Additional training shall be available with supervisory approval.

803 a. When feasible all canine officers will train together as a unit.
804 b. Training will be twice per month.
805 c. Training will be allowed regardless of staffing or call volume, except in
806 emergency situations as determined by the Chief of Police or designee.

807 7.5.4 The Canine Unit shall submit to recertification training as scheduled by the
808 Department. A Canine Patrol Officer shall adjust their workweek for training
809 purposes and be compensated at the straight time rate for all time spent in
810 recertification training. When the Department adjusts the workweek, an officer's
811 adjusted off day(s) will be placed either immediately before or immediately after the
812 officer's regular off days in the week following recertification training.

813 7.5.5 Canine demonstrations shall be authorized by the Operations Commander and shall
814 be compensated by compensatory time at straight time on an hour-for-hour basis.
815 Canine demonstrations shall be mutually agreed upon by both the Canine Patrol
816 Officer and the Operations Commander. Mandatory demonstrations shall be paid at
817 1½-times.

818 7.5.6 Vacation and other off time shall be administered on an hour for hour basis in the
819 same manner as shift personnel.

820 7.5.7 Canine Patrol Officers shall be paid for the same number of hours for holidays as if
821 they were a regular shift employee.

822 7.5.8 The Canine Patrol Officer shall be allowed to use the Canine vehicle for personal use
823 within the city limits if the Canine partner is along in the car with the officer.

824 7.5.9 When there is not a GBPD Canine working in accordance with Section 7.3, a GBPD
825 Canine shall be called in by seniority; except that an on-duty Canine Unit from
826 another police agency shall be called in if it is available for immediate response and
827 the time of response is in good faith considered to be as fast as that of an off-duty
828 GBPD Canine Unit.

829 7.5.10 The Canine Patrol Officer shall be subject to the residency requirements as outlined
830 in Article 34, Residency, of the Agreement.

831 7.5.11 The Canine Patrol Officer shall be paid \$195 per pay period for all care and
832 maintenance of the canine. If the Canine Patrol Officer must take the canine to the
833 vet for care, the officer shall receive payback time at the straight time rate for time
834 spent at the veterinary office.

835 7.5.12 Existing Canine Officers will not be subject to fitness/agility testing identified
836 in 7.5.1(c).

837 7.6 SWAT TEAM

838 7.6.1 Team requirements include:

839 a. Minimum of 3-years as a police officer.

- b. Attend SWAT training as required.
- c. Be willing to respond to SWAT call-ups and serve in whatever capacity as required by the OIC on the scene.
- d. The selection process will be in accordance with Section 7.3.
- e. Prior to the selection process as described in Section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the SWAT role, and a firearms qualification test. These tests shall be administered on a pass/fail basis; a member must pass each test to continue in the selection process.
- f. The SWAT Team may train up to 17-hours per calendar month. Upon management approval, the SWAT Team may conduct one (1) 40-hour in-service training per year in addition to the monthly training, for which SWAT Team members shall adjust their work week.
- g. Training hours may not be carried over outside the calendar month except the SWAT Commander may grant exceptions on a case-by-case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved by SWAT supervisory personnel. SWAT Team officers may flex their workday to attend training in accordance with Appendix B.
- h. Nothing in this section prevents SWAT members, with supervisory authorization, from attending additional training related to specialties within SWAT.
- i. All SWAT Team members may earn up to 3-hours of time for time payback per month for physical conditioning time. The tracking of these hours shall be monitored between the SWAT Team members and SWAT Command staff.
- j. The City shall provide SWAT members with certain basic clothing and safety equipment as needed. (Examples include but are not limited to: kneepads, safety glasses/goggles, basic duty uniform, holster, protective gloves.) The initial costs as well as replacement costs of such equipment shall be based on average costs determined by the SWAT Command staff.

EXAMPLES:

- i. Night shift officer is scheduled to attend training January 4, 8:00a–4:30p. This takes the place of the officer’s shift of January 3. At 9:00p on January 2, (outside 24-hours prior to the affected shift) it is determined the officer’s absence would cause the shift of the 3rd to drop below the 2-person buffer. The officer is to be notified they cannot attend the training, and be placed back on the officer’s regular shift.
- ii. Day shift officer is scheduled to attend training January 4, 8:00a-4:30p. The officer flexes to these hours. It is determined at 6:00a that day that the 2- person buffer is not met. Upon arrival for training the officer could be required to resume normal patrol duties for the remainder of the shift.

881 iii. Afternoon shift officer is scheduled to attend training January 4, 5:00a-
882 1:30p. This takes the place of the officer's shift of January 4, 2:15p-
883 10:45p. On January 3 at 9:00p, it is determined the 2-person buffer shall
884 not be met due to a sick call-in and injury. This occurred inside the 24-
885 hours, and thus the officer would still be allowed to attend the training
886 and any shift OT would be filled.

887 iv. The Shift Commander may grant exceptions on a case-by-case basis
888 dependent on the needs of the road. It is the officer's responsibility to
889 adhere to the 14¼ hour maximum hours.

890 7.6.2 SWAT team members will follow all procedures and guidelines set forth in the SWAT
891 Policy of the Green Bay Police Department. Applicants should review the policy prior
892 to applying.

893 7.6.3 Members shall be subject to the residency requirements as outlined in Article 34,
894 Residency, of the Agreement.

895 7.7 CRISIS NEGOTIATION TEAM. The department shall maintain up to 6-officers trained as Crisis
896 Negotiators.

897 7.7.1 Crisis Negotiator requirements include:

898 a. Minimum of 3-years as a Green Bay police officer.

899 b. The selection process will be in accordance with Section 7.3.

900 c. Officers currently holding the position of negotiator shall retain their status
901 as long as desired, subject to removal for cause.

902 d. Crisis Negotiators shall train up to 4-hours per month. The CNT Supervisor
903 may grant exceptions on a case-by-case basis to facilitate special training
904 needs. The compensation for this training shall be actual hours at time for
905 time via payback for those on their off time. All training plans and schedules
906 must be approved in advance by CNT supervisory personnel.

907 e. Crisis Negotiators may flex their workday to attend training in accordance with
908 Appendix B.

909 f. Negotiators shall be trained in Command Post Bus and CAD operation.

910 g. Crisis Negotiators shall be provided with clothing identifying them as a
911 Negotiator for use during official call-outs.

912 h. Management reserves the right to determine how many Crisis Negotiators are
913 required in the event of a call-in. Call-ins shall be compensated per Article 6 of
914 this Agreement.

915 i. Crisis Negotiators shall be subject to the residency requirement as outlined in
916 Article 34 of this Agreement.

917 7.8 FTO PROGRAM. Officers performing the duties of a field training officer shall be
918 compensated at a rate of \$1.25 per hour for time actually spent training officers under the
919 program. Management maintains its right to make FTO assignments from the existing pool
920 of qualified FTOs. The officers so chosen shall serve as FTOs upon assignment until the Chief

of Police or designee and the officer mutually agree to the officer's removal.

7.8.1 FTO requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with 7.3.

7.8.2 FTOs may flex the hours in their workday to attend meetings, training, or conduct training.

7.8.3 FTOs attending meetings, training, or conducting training on their off day, or outside their regular hours, shall be compensated at time for time payback.

7.8.4 The expectation of the FTO is to complete all Daily Observation Reports (DOR) by the end of the work shift that is being evaluated, or prior to the start of the next work shift. With prior approval from a Field Training Supervisor (FTS) an FTO may finish the DOR at the end of the work shift being evaluated, or prior to the next work shift. Such time will be compensated at time for time payback.

7.8.5 Supervisory approval will be required prior to any FTO flexing their hours or performing work outside their regular duty hours.

7.8.6 Field Training Supervisor Pay: Field Training Supervisor Pay shall be paid at a flat rate of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week training cycle payable the first pay period following completion of the training cycle. To receive Field Training Supervisor pay, a supervisor must conduct weekly meetings with the Field Training Officer and the trainee, as well as weekly Field Training Supervisor Reports.

7.9 COMMUNITY POLICING UNIT (CPU).

7.9.1 CPU requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3

7.9.2 Job Duties. CPU Officers shall be assigned geographical boundaries with the basic mission to interact with the neighborhood and community with the officers using their own initiative in solving problems and meeting neighborhood and community needs. Specific job duties shall be determined and set by the department from time to time.

7.9.3 Shift Assignments. CPU Officers appointed after June 22, 2016, shall be assigned to the midday shift in the patrol division. Core hours for all newly appointed CPs will change from afternoon (2:15p-10:45p) to midday (10:30a-7p), but all current CPs shall retain their current core hours and corresponding shift differential.

7.9.4 Shift Schedule Deviations. With supervisory approval CPU Officers may voluntarily deviate from the afternoon shift schedule to accommodate the neighborhood/community needs as long as hours consistent with the 5/3 schedule are maintained.

7.9.5 Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the

officer to meet the needs of the officer's neighborhood community. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.

7.9.6 Vacation. CPU Officers shall select vacation separate from the afternoon shift of the Operations Division, however may not schedule the same time period as their geographical partner without approval of the supervisor.

7.9.7 Other Assignments. Except in cases of emergency, CPU Officers shall not be reassigned, or voluntarily work to fill minimum staffing, CPU Officers will not be assigned to or voluntarily work posted special events outside of their community policing zone.

7.10 NEIGHBORHOOD RESPONSE TEAM (NRT): The Neighborhood response team shall be comprised of officers from the operations division (number determined by the chief of police) who shall perform similar duties as a Community Police Officer but shall not be assigned to a particular neighborhood. The NRT shall be used, in whole or part, in conjunction with investigations, patrol and community police to focus directed patrol strategies to include but not limited to gun violence, violent crime, and social disorder. Requirements of NRT Officer include:

- a. Minimum of 3-years as a Green Bay Police Officer
- b. The Selection process will be in accordance with Section 7.3.
- c. NRT Officers will not count towards safety staffing levels.
- d. Core hours will be 4:00 PM to 12:30 AM on a 5/3 work schedule
- e. NRT officers may flex their workday up to and including afternoon shift or evening shift only.
- f. Vacation. Up to 50% NRT Officers shall be allowed off for vacation or other time off unless approval is obtained from the supervisor. In the event there are an odd number of NRT officers, the eligibility for vacation will be rounded up.
- g. Excess Hours. Hours approved by a supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the officer to meet the needs of the officer's duties. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.
- h. Shift differential: NRT will receive shift differential of four hours a month per Article 11.1
- i. Other Assignments. Except in cases of emergency, NRT Officers shall not be reassigned, or voluntarily work to fill minimum staffing or special events.

7.11 DIVE TEAM:

7.11.1 Dive Team requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

- c. Prior to the selection process as described in section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the Dive Team role. This test shall be administered on a pass/fail basis; a member must pass the test to continue in the selection process.
- d. The training of the dive team shall be up to 12-training sessions per year. Training shall be preapproved by the dive team supervisor. The number of training sessions may be increased with the approval of the Chief of Police. It's contemplated that training sessions shall include all members of the dive team for training. Training that can be conducted by dive team members may be done in smaller groups. Dive team members may not attend training as a part of their work day if the attendance creates overtime on their shift.
- e. Members may flex their work day or receive payback compensation for attending or conducting dive related meetings and/or training on their work day. Members attending or conducting dive related meetings, equipment maintenance and/or training on their off time shall be compensated at time for time payback. Supervisor approval shall be required prior to any member flexing their hours or performing duties on their off time. Flexing shall be consistent with Appendix B.
- f. Members must be willing to respond to Dive Team call-ups pursuant to the procedures for allocation of overtime assignments under Article 6, and perform the duties as required by the OIC in charge (i.e. drivers, line tenders or other duties) excluding assignment as boat driver.
- g. Members must attend SCUBA certification training and any other training deemed necessary by the Dive Team Commander.
- h. Members must follow all procedures and guidelines set forth in the Dive Team Policy of the Green Bay Police Department. Applicants should review the policy prior to signing up.
- i. Dive Team Members shall be subject to the residency requirements as outlined in Article 35, Residency, of the Agreement.
- j. All Dive Team members may earn up to 3-hours of time for time payback per month for physical conditioning time. The tracking of these hours shall be monitored between the Dive Team members and the supervisor.

7.11.2 Dive Support officers will be responsible for providing support for the Dive Team in the area of equipment maintenance and operation, diver line tending, general assistance to the divers, and other duties as needed. Dive Team Support Officer requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with 7.3.
- c. The department will maintain up to 6-Dive Support officers.
- d. Management reserves the right to determine how many Dive Support officers are required in the event of a call-in. Call-ins will be compensated per Article 6.

- e. Dive Support officers will train in conjunction with the Dive Team personnel under the Dive Team Training guidelines. The Dive Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Dive Support officers may flex their workday to attend training in accordance with Appendix B.
- f. Officers engaging in other Dive Support duties on their off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.
- g. When an opening for a position of Diver becomes available, the position will first be offered to Dive Support officers by seniority, prior to a general department posting.

7.11.3 Members of the Dive Team may be removed by written request of the team leader and a majority of the Dive Team members.

7.12 MARINE UNIT: When trained, officers assigned to the unit shall be deemed qualified to receive assignment to patrol the Fox River within the City of Green Bay and operate the Dive Team Boat under the procedures for allocation of overtime assignments contained in Article 6. The Marine Unit or Dive Team is at the mercy of the weather; therefore, the assignment may be cancelled at any time prior to the scheduled starting time without relief. Once the assignment starts and, in the case of the Marine Unit if it was scheduled for 3-hours or more, there shall be a minimum of 3-hours paid. The decision to cancel a Marine Unit assignment shall be made by a Marine Unit supervisor or the Shift Commander.

7.12.1 The department will create a Marine Unit, whose duty will be operation of the department watercrafts for purposes of harbor patrol and boat operation, including all related equipment, both for general harbor patrol duties, and watercraft operation in support for the department Dive Team. Marine Unit requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.
- c. Prior to the selection process as described in section 7.3, candidates will be required to pass a physical agility test reasonably designed to measure their ability to perform the Marine Unit role. This test shall be administered on a pass/fail basis; a member must pass the test to continue in the selection process.
- d. The department will maintain a minimum of 10-officers in the Marine Unit.
- e. Management reserves the right to determine how many Marine Unit officers are required in the event of a call-in. Call-ins, as well as posted harbor patrol details will be compensated per Article 6.
- f. Marine Unit officers will receive training in general watercraft operation, care, operation and maintenance of related equipment, navigation training, related waterway laws, and skills required for operation around divers.

- g. Marine Unit officers will train up to 8-hours per month. The Marine Unit Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Officers will train on a rotating basis with the Dive Team as scheduled by the Dive Team supervisory personnel. When not assigned to Dive Team training that month, the remaining Marine Unit officers will train separate from the Dive Team. Compensation for training will be actual hours at time for time via payback for those on their off time.
- h. Marine Unit officers may not attend training or perform equipment maintenance as part of their workday if the attendance creates overtime on their shift. Marine Unit officers may flex their workday to attend training in accordance with Appendix B.
- i. Officers engaging in other non-call-in Marine Unit duties on their regular off time will be compensated at time for time payback. Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

7.13 COMMUNITY CRISIS INTERVENTION TEAM (CCIT):

7.13.1 CCIT requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
- b. The selection process will be in accordance with Section 7.3.

7.13.2 The purpose of the CCIT is to:

- a. Establish a task force of officers to become the CCIT experts for the department.
- b. Track CCIT related calls for service to assist with analyzing mental health issues and calls for services to allow for the adoption of a problem-solving approach to mental health issues.
- c. Enhance community awareness and safety through information sharing.
- d. Increase officer safety through training and effective information sharing.
- e. Enhance community safety and reduce department workload by connecting consumers with services to help solve underlying problems thus trying to reduce chronic repeated calls with the same individual.

7.13.3 Composition/Method of Selection: The Department will attempt to assign officers from the following shifts:

3-Day Shift	2-Midday Shift	3-Afternoon Shift
2-Evening Shift	3-Night Shift	3-Community Police
3-School Resource	2-Detective	

The number of members assigned per shift shall be maintained. If a vacancy occurs because of a member leaving the shift or the team, then the position shall be posted for that shift. Those officers currently possessing the initial 40-hour introductory training through National Association on Mental Illness at the time the initial team posting comes down, shall become voluntary members of the team if they choose (aka: grandfathered) and be eligible for all provisions of 7.13. Should an officer choose to move to another shift or position, the officer shall be allowed to participate, but

shall not be eligible for training and compensation provisions of 7.13. Any such officer may post back into full team status via future postings.

7.13.4 Training Opportunities: Members selected to the CCIT shall receive CCIT and mental health related training. Members shall then select a CCIT specialty (two to three members per specialty), such as Post Traumatic Stress Disorder (PTSD), Schizophrenia, Alzheimer's and Elder care issues, etc. for focused training. The number of members in a specialty area and the selection of a specialty shall be made between the members of the CCIT and their supervisor with the supervisor having the final decision. The member shall then voluntarily attend any professional meetings and/or training within the employee's specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the CCIT.

7.13.5 Compensation: Members attending CCIT related meetings and/or training shall be allowed to flex their hours in their work day. Members attending CCIT related meetings and/or training on their off day shall be compensated at time for time rate via payback. Members shall be allowed to voluntarily perform CCIT duties on their off time and shall be compensated at time for time rate via payback. Members who present or conduct training outside of their normal work hours shall be compensated at time for time via payback. Members shall be compensated for travel time and such travel time shall be included in the total sum of time beginning when members leave the GBPD and end when they return to the department. Supervisory approval shall be required prior to any member flexing their hours or performing duties on their off time. Under no circumstances shall an officer receive contractual overtime based on their membership in the CCIT. All compensation must be in compliance with the Fair Labor Standards Act.

7.13.6 Duties: The following duties shall be in addition to the duties of the officer in their current capacity:

- a. Conduct follow-up investigations and analysis of CCIT related activity.
- b. Present to community groups about CCIT, mental health issues and the department response.
- c. Participate in and represent the GBPD at professional law enforcement organization meetings regarding CCIT and mental health issues.
- d. Participate in and represent the GBPD at mental health organization meetings regarding CCIT and mental health issues.

7.13.7 In the event the Department implements mandatory CCIT training for all sworn members, Section 7.13 shall become moot. In this event, the Department shall establish a CCIT Coordinator position in the Behavioral Health Unit to coordinate CCIT training for all members.

7.14 BEHAVIORAL HEALTH UNIT (BHU): BHU requirements are:

7.14.1 Minimum of 3-years as a Green Bay police officer.

- 1165 7.14.2 The selection process will be in accordance with Section 7.3.
- 1166 7.14.3 Officers selected for the BHU position will attend and complete the 40-hour CIT
1167 Certification Course.
- 1168 7.14.4 Officers will be assigned to an administrative schedule, (5-2, 4-3); the primary hours
1169 will be 10:30 am-7:00 pm.
- 1170 7.14.5 Except in cases of emergency, BHU Officers shall not be reassigned, or voluntarily
1171 work to fill minimum staffing.
- 1172 7.14.6 With supervisory approval BHU Officers may voluntarily deviate from their shift
1173 schedule to attend meetings, appointments, etc. as long as hours consistent with
1174 the Administrative schedule are maintained.
- 1175 7.14.7 BHU Officers shall select vacation separate from the Mid-Day shift of the Operations
1176 Division.
- 1177 7.14.8 Hours approved by a supervisor that are worked in excess of the scheduled workday
1178 shall be compensated in accordance with Article 6. An exception is when the
1179 approved work is performed at the initiative of and voluntarily by the officer to meet
1180 the needs of the officer's assignment in the BHU. These hours are compensated at
1181 straight time off in compliance with FLSA limitations. No officer may alter a work
1182 schedule for the sole purpose of qualifying for posted overtime with the exception
1183 of Packer Games. (CPTE)
- 1184 7.15 PEER OFFICER SUPPORT TEAM (POST):
- 1185 7.15.1 The purpose and requirements of POST are:
- 1186 a. Establish a team of officers to become skilled in facilitating critical incident
1187 stress related debriefings, defusing, managing, supporting and educating
1188 officers involved in critical incidents.
- 1189 b. Provide individual, voluntary and confidential coaching for officers in trauma
1190 recognition and resolution, job stress management strategies, and professional
1191 growth and development.
- 1192 c. Minimum of 3-years as a Green Bay police officer.
- 1193 d. The selection process will be in accordance with Section 7.3.
- 1194 7.15.2 Composition/Method of Selection: The Department will make reasonable efforts to
1195 evenly distribute POST assignments to each shift and assignment.
- 1196 7.15.3 Training Opportunities: Members selected to the POST will receive training related
1197 to the team's functions. Members will then select a POST specialty such as
1198 Debriefing, Defusing, Grief and Loss, Crisis Management Briefing, Critical Incident
1199 Adjustment Support or Pre-Crisis Education. The number of members in a specialty
1200 area and the selection of a specialty will be made between the members of the POST
1201 and their supervisor with the supervisor having the final decision. The member will
1202 then voluntarily attend any professional meetings and/or training within their
1203 specialty. Specialized and non- specialized training opportunities and meetings shall
1204 be rotated among the members of the POST.

- 1205 7.15.4 Compensation: Members attending POST related meetings and/or training shall be
1206 allowed to flex their hours in their workday. Members attending POST related
1207 meetings and/or training on their off day shall be compensated at time for time rate
1208 via payback. Members will be allowed to voluntarily perform POST duties on their
1209 off time and will be compensated at time for time rate via payback. Members who
1210 present or conduct training outside of their normal work hours will be compensated
1211 at time for time via payback. Members will be compensated for travel time and such
1212 travel time will be included in the total sum of time beginning when members leave
1213 the GBPD and end when they return to the department. Supervisory approval will be
1214 required prior to any member flexing their hours or performing duties on their off
1215 time. Under no circumstances will an officer receive overtime based on their
1216 membership in the POST.
- 1217 7.15.5 Duties: The following duties will be in addition to the duties of the officer in their
1218 current capacity:
- 1219 a. Facilitate critical incident debriefing at shift level and department level.
 - 1220 b. Provide private crisis intervention services as needed, while working within level
1221 of competence and make appropriate referrals.
 - 1222 c. Communicate ongoing information to the POST coordinator after deployment.
 - 1223 d. Attend and facilitate POST training to maintain skills and abilities.
 - 1224 e. Update peer support nomination/information forms to reflect current
1225 experience, education, and training in crisis management.
- 1226 7.16 HONOR GUARD UNIT:
- 1227 7.16.1 Honor Guard requirements include:
- 1228 a. There are no minimum years of experience required. There will be a Department
1229 wide posting and selection based on seniority.
- 1230 7.16.2 Honor Guard members selected to participate in Honor Guard Unit events shall be
1231 allowed to flex the hours in their workday for the purpose of travel to and/or
1232 attendance at events as requested by the Honor Guard Commander or designee.
- 1233 7.16.3 This is intended to primarily apply to events where attendance at the event would
1234 serve as part or all of their workday depending on the length of the event.
- 1235 7.16.4 Events short in nature, generally under 5-hours in length, shall continue to be
1236 compensated via payback for those on their normal off time.
- 1237 7.16.5 Voluntary training attended by a member on their normal off time shall be
1238 compensated at a time for time rate via payback.
- 1239 7.17 POLICE MOTORCYCLE OPERATOR/INSTRUCTOR:
- 1240 7.17.1 Motorcycle Operator Qualifications:
- 1241 a. Minimum of 3-years of service as a full-time, sworn police officer.
 - 1242 b. Current Class M (motorcycle) endorsement.
 - 1243 c. Successful completion of the Motorcycle Operator certification course.

- d. Position openings will be based on needs and/or openings on a shift. The Chief will post department wide the number of positions available to attend the Motorcycle Operator certification course. If more officers sign to attend the Motorcycle Operator certification course than positions available or anticipate being available, then seniority will determine who attends the training.

7.17.2 Motorcycle Instructor: In addition to all requirements in 7.17.1:

- e. Successfully complete a nationally recognized Police Motorcycle Instructor Course.
f. Successfully complete Instructor recertification.
g. The selection process will be in accordance with Section 7.3.

7.17.3 Police motorcycle instructors shall perform instruction under the same guidelines as members of the Training Unit with regards to compensation and flexing of work days/hours.

7.17.4 All other standards set forth in the GBPD Motorcycle Unit Policy shall apply.

7.18 TRAFFIC CRASH RECONSTRUCTION TEAM:

7.18.1 Requirements include:

- a. Minimum of 3-years as a Green Bay police officer.
b. The selection process will be in accordance with 7.3

7.18.2 New members shall not be limited to those in the uniformed Patrol Division. Members assigned to the team must successfully complete extensive initial training sessions for the position. Team members shall flex their workday/workweek to attend Traffic Reconstruction Team training.

7.18.3 The desirable qualification of the Traffic Crash Reconstruction Team is a commitment by the officer to remain on the team for 5-years. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive the officer's opportunity for any promotion until the full 3-year commitment to the program is completed.

7.18.4 Should an officer accept a position outside of the patrol division, excluding promotion to Command Officer rank, such officer shall retain the officer's status as a Traffic Crash Reconstruction Team member.

7.18.5 A Traffic Crash Reconstruction Team member may elect to discontinue the officer's status as a member after satisfying the 5-year commitment.

7.18.6 It is contemplated that this team shall be comprised of 4-members.

7.19 TRAINING UNIT: To establish a formal Training Unit made up of officers and supervisors responsible for providing continuing training in the Green Bay Police Department. The Department shall determine the number of officers in the Training Unit and the subjects of training for members of the Department. The Training Unit shall relate to training in the certifications of firearms, DAAT, EVOC, professional communications and vehicle contacts.

7.19.1 Training Unit requirements include:

- a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3.

7.19.2 Composition of Unit. The Training Unit shall be comprised of members of the GBPD. One-half of the members of the Training Unit may come from the supervisors of the Department. One-half of the Training Unit shall come from members of the Police Association. Note: Management reserves the right to determine the supervisors who shall be part of the unit on an annual basis. The Training Unit supervisory staff may assign the Range Master to other shifts or work hours on their normal workday for training purposes.

7.19.3 Selection of Trainers. The complement of trainers would be selected from officers from Days/Special (excluding SROs and DTFs), Afternoons/CPOs, Evenings/Nights and the Detective Division.

7.19.4 Participation in Training Unit. Any Training Unit members who receive department sponsored training shall be committed to the Unit for 4-years. The Training Unit members may be directed to use their skills in any department position as directed by the Training Unit supervisory staff.

7.19.5 Assignment of Training. A minimum of 50% of the training assignments in any calendar year (on an hour-by-hour basis) shall be assigned to members of the Association. All training that Training Unit members attend shall be compensated under Article 29 of the Collective Bargaining Agreement with payback. All Training Unit meetings and training provided by Training Unit members who are instructing shall be compensated at time for time payback. Any time spent by a trainer in addition to 8½-hours conducting training shall be compensated at time and a half. Unit members agree they are volunteering to change shifts as directed by the Training Unit. The Training Unit may assign instructors to other shifts or work hours for training purposes. The Department shall provide a 14-day notice for involuntary flexing of hours. The Training Unit may assign instructors to other shifts or work hours for in-service. Training Unit officers/supervisors conducting any training shall be required to document the training as directed by the Training Unit and submit the documentation to the Training Unit.

7.19.6 Selection for Education Opportunities. Training Unit members shall receive first opportunity for any training in any discipline in the Training Unit by seniority by shift.

Training opportunities for each shift shall be determined on the basis of the needs of the shift and after the consultation with the Training Unit members and Association representatives. If only one officer is to be trained in a certification, the training will be determined by the Police Department from the Training unit membership. In addition to the Rangemaster, the two nonsupervisory Training Unit members on each shift shall be trained and be eligible for recertification training in Firearms and DAAT certifications. These officers shall be eligible for training and recertification training in other certifications.

7.19.7 This Training Unit defines and deems "training" as neither a supervisory nor non-supervisory duty assignment, nor a duty assignment which may be performed by

either supervisors or non-supervisors.

7.20 PROFESSIONAL STANDARDS DIVISION OFFICER POSITION:

7.20.1 A minimum of 3-years as a Green Bay Police Officer is required for this position.

7.20.2 Officers shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours requires supervisory approval.

7.20.3 Officers retain the ability to sign for all overtime they would have been eligible for had they not accepted the PSD position.

7.21 DRUG TASK FORCE (DTF).

7.21.1 DTF requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Brown County's process.

7.21.2 Shift:

a. DTF shift will be a 5/2 – 4/3 schedule.

b. Shifts will commence at 11:30a–8p.

c. If court is scheduled for 10a or 10:30a, the officers will flex their shift (10a–6:30p).

d. If court starts before 10a, then the officer gets the court overtime.

7.21.3 Length of Term. This will be a 4-year assignment with no ability to reapply. Upon completion of this assignment, the officer will return to the division from which they came where the officer's seniority will take them.

7.21.4 Assignment to DTF & Interview Panel. An interview process is acceptable – utilizing the BCSD's current system, as long as the GBPD union has a seat on that panel (the GBPD sitting on the panel for a GBPD interview).

7.21.5 Flex Time & Vacation Days. Officers must provide a minimum 24-hour advance notice when requesting vacation. Flex time shall be determined consistent with Appendix B.

7.22 TRAFFIC OFFICERS:

7.22.1 Traffic Officer requirements include:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process will be in accordance with Section 7.3.

7.22.2 Officers will be assigned to an admin schedule 5-2 Monday thru Friday, 4-3 Monday thru Thursday work week. Officers on the same shift will work opposite work weeks to allow Monday thru Friday coverage. Traffic officers may be posted for pre-determined shifts and schedules based on the specific needs of the community and the department (i.e. a traffic officer on the evening shift or night shift would be assigned to a group to help address OWI concerns). Traffic Officers would be allowed to flex their hours to allow for special projects or problem areas. Flexing of shifts will need prior approval from the supervisor.

- 1363 7.22.3 The traffic officer will count towards safety staffing.
- 1364 7.22.4 The department may provide training for salvage inspection to the traffic officer who
1365 will be placed on a schedule that will allow for salvage inspection. While on inspection
1366 assignment, and with prior supervisory approval, the officer's hours can be flexed for the
1367 purposes of facilitating inspections that could not be done due to the requestor being
1368 unavailable during the officer's normal working hours. In the event the salvage
1369 inspection duties on any given day have been completed, the officer will resume other
1370 traffic unit duties as assigned or needed. Officers trained in salvage inspection will be
1371 allowed to continue working as a salvage inspector after completing traffic assignment.
1372 While performing scheduled salvage inspection duties, traffic officers will not count
1373 toward staffing numbers.
- 1374 7.22.5 Police motorcycle operations certification is not required to be a traffic officer. If a traffic
1375 officer wishes to be motorcycle operation certified, the traffic officer(s) will be given
1376 preference to attend the certification training. All other requirements of the motorcycle
1377 unit must be met.
- 1378 7.22.6 This will not preclude other officers from being assigned to traffic duties. Traffic duties
1379 can be assigned to patrol officers as staffing allows.
- 1380 7.22.7 This will be a 4-year assignment, with a possible extension of an additional 2-years. Upon
1381 completion of this assignment, the officer will return to the patrol division where the
1382 officer's seniority will take them. The officer may apply for an alternative position
1383 available by department wide posting during or at the completion of this assignment. If
1384 a current traffic officer signs for a traffic officer position via department wide posting
1385 for a different shift and accepts the position, this officer's time in the traffic officer
1386 position does not start over and will be a continuation of the time already served as a
1387 traffic officer. Once an officer accepts and is assigned to the position as a traffic officer,
1388 that officer will not be eligible for another traffic assignment until all other eligible
1389 officers have had an opportunity to accept and be assigned to the traffic officer position.
- 1390 7.22.8 Excess Hours. Hours approved by a supervisor that are worked in excess of the
1391 scheduled workday shall be compensated in accordance with Article 6. An exception is
1392 when the approved work is performed at the initiative of and voluntarily by the officer
1393 to meet the needs of the officer's assignment. These hours are compensated at straight
1394 time off in compliance with FLSA limitations. No officer may alter a work schedule for
1395 the sole purpose of qualifying for posted overtime with the exception of Packer Games.

1396 7.23 ANIMAL CONTROL OFFICER

- 1397 7.23.1 Qualifications for this position are:
- 1398 a. Minimum of 3-years as a Green Bay police officer.
- 1399 b. The selection process for Animal Control Officers will be in accordance with Section
1400 7.3.
- 1401 7.23.2 Core hours will be 7:30 AM to 4:00 PM on an administrative work schedule.
- 1402 7.23.3 Animal Control Officers may flex their work hours with supervisory approval.
- 1403 7.23.4 Animal Control Officers shall not be counted toward minimum safety staffing.

- 1404 7.24 FULL-TIME TRAINING OFFICER / RANGEMASTER
- 1405 7.24.1 Qualifications for this position are:
- 1406 a. Minimum of 3-years as a Green Bay police officer.
- 1407 b. The selection process for Range Master or other full-time assignment of an officer
- 1408 to the Training Unit will be in accordance with Section 7.3.
- 1409 7.24.2 Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule.
- 1410 7.24.3 The Rangemaster/Training Officer may flex his/her work hours with supervisory
- 1411 approval.
- 1412 7.24.4 The Rangemaster/Training Officer may, with supervisory approval, be compensated
- 1413 time-for-time via payback for voluntarily performing Rangemaster duties outside of
- 1414 his/her regular work hours, not including annual Department in-service training.
- 1415 7.24.5 Rangemaster/Full-time training officers must receive DAAT and Firearm certification
- 1416 within 6-months of appointment. If the selected candidate does not have the necessary
- 1417 training at the time of appointment, DAAT and Firearm training will be paid by the Police
- 1418 Department.
- 1419 7.25 TRAFFIC SERGEANT
- 1420 7.25.1 Qualifications for this position are:
- 1421 a. Minimum of one year as a GBPD Sergeant.
- 1422 b. The selection process for Traffic Sergeant shall be in accordance with Section 7.3.
- 1423 7.25.2 Hours: Core hours will be 6:00 AM to 2:30 PM on an administrative work schedule. The
- 1424 Traffic Sergeant may flex their schedule with supervisor approval for a valid operational
- 1425 purpose.
- 1426 7.25.3 Vacation: The Traffic Sergeant shall pick annual vacation leave individually.
- 1427 7.25.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the
- 1428 scheduled workday shall be compensated in accordance with Article 6. An exception
- 1429 is when the approved work is performed at the initiative of and voluntarily by the
- 1430 sergeant to meet the needs of the sergeant's traffic duties. These hours are
- 1431 compensated at straight time off in compliance with FLSA limitations. No sergeant may
- 1432 alter a work schedule for the sole purpose of qualifying for posted overtime with the
- 1433 exception of Packer Games.
- 1434 7.25.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.
- 1435 7.25.6 Other Assignments: The Traffic Sergeant shall only be allowed one other detached
- 1436 assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill
- 1437 minimum staffing or special events.
- 1438 7.26 CANINE SERGEANT
- 1439 7.26.1 Qualifications for this position are:
- 1440 a. Minimum of one year as a GBPD Sergeant.
- 1441 b. The selection process for Canine Sergeant shall be in accordance with Section 7.3.
- 1442 7.26.2 Hours: Core hours will be Mid-Day shift hours, 10:30 AM to 7:00 PM on an

1443 administrative work schedule. The Canine Sergeant may flex their schedule with
 1444 supervisory approval and for a valid operational purpose.

1445 7.26.3 Vacation: The Canine Sergeant shall pick annual vacation leave individually.

1446 7.26.4 Excess Hours: Hours approved by a supervisor that are worked in excess of the
 1447 scheduled workday shall be compensated in accordance with Article 6. An exception
 1448 is when the approved work is performed at the initiative of and voluntarily by the
 1449 sergeant to meet the needs of the sergeant's canine duties. These hours are
 1450 compensated at straight time off in compliance with FLSA limitations. No sergeant may
 1451 alter a work schedule for the sole purpose of qualifying for posted overtime with the
 1452 exception of Packer Games.

1453 7.26.5 Shift Differential: Sergeants will receive shift differential per Article 11.1.

1454 7.26.6 Other Assignments: The Canine Sergeant shall only be allowed one other detached
 1455 assignment per Article 7.2 and shall not be reassigned, or voluntarily work to fill
 1456 minimum staffing or special events.

1457 7.27 PROFESSIONAL STANDARDS DIVISION DETECTIVE POSITION

1458 7.27.1 Qualifications for this position are:

1459 a. Minimum of one year as a GBPD Detective.

1460 b. The selection process for PSD Detective shall be in accordance with Section 7.3.

1461 7.27.2 Hours: PSD Detectives shall be assigned to an administrative schedule, (5-2, 4-3),
 1462 primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties
 1463 required. All flexing of hours require supervisory approval.

1464 7.27.3 Duties: Detectives assigned to PSD shall not make recommendations related to
 1465 whether a GBPD policy has been violated, or the imposition, type, or amount of
 1466 discipline or corrective action.

1467 7.28 MOBILE RESPONSE TEAM

1468 7.28.1 Qualifications for this position are:

1469 a. Minimum of two years as a sworn GBPD member.

1470 b. The selection process for MRT positions shall be in accordance with Section 7.3.

1471 7.28.2 Requirements for this position are:

1472 a. Attend MRT training as required.

1473 b. Successfully compete a basic police cyclist certification and police bicycle
 1474 response team training course.

1475 c. Willingness to respond to MRT call-ins and serve in whatever capacity as
 1476 required by the OIC on the scene.

1477 d. The MRT may train up to 8 hours per calendar month. Upon management
 1478 approval, the MRT may conduct one in-service training per year that is up to 40
 1479 hours in length in addition to the monthly training, for which MRT members shall
 1480 adjust their work week.

1481 e. Training hours may not be carried over outside the calendar month. Exceptions
 1482 may be granted by the MRT Commander on a case by case basis to facilitate
 1483 special training needs. The compensation for this training shall be actual hours
 1484 at time for time via payback for those on their off time. All training plans and

1485 schedules must be approved by MRT supervisory personnel. MRT officers may
1486 flex their workday to attend training in accordance with Appendix B.
1487 f. Nothing in this section prevents MRT members, with supervisory authorization,
1488 from attending additional training related to specialties within MRT.
1489 g. MRT members shall follow all procedures and guidelines set forth in the MRT
1490 policy of the Green Bay Police Department. Applicants should review the policy
1491 prior to applying.
1492 h. MRT members shall be subject to the residency requirements outlined in Article
1493 34 of this Agreement.
1494 i. The City shall provide MRT members with certain basic clothing and safety
1495 equipment as needed. Examples include, but are not limited to, safety
1496 glasses/goggles, basic duty uniform, protective gear.
1497 j. Members may not simultaneously be assigned to both the SWAT and MRT
1498 teams.

1499 7.29 The City shall provide MRT members with certain basic clothing and safety equipment as
1500 needed. Examples include, but are not limited to, safety glasses/goggles, basic duty
1501 uniform, protective gear.

1502 7.30 MAINTENANCE OF 2-PERSON BUFFER:

1503 7.30.1 For those teams where it is specifically referenced in Article 7, officers may flex their
1504 workday to attend training dependent upon the maintenance of a 2-person buffer above
1505 the current safety staffing numbers. Compensation for training will be actual hours at
1506 time for time via payback for those on their off time.

- 1507 a. Officers may be cancelled from training outside of 24-hours prior to the start
1508 of their regular shift in order to maintain the 2-person buffer.
- 1509 b. If the training occurs during all or part of the officers' regular working hours,
1510 the officer may be pulled from training at any time to resume regular duties.
- 1511 c. If the training does not occur during any part of the officer's regular working
1512 hours, the officer may not be pulled from the training within 24-hours prior
1513 to the start of their regular affected shift.
- 1514 d. The Shift Commander has the discretion to allow attendance below the 2-
1515 person buffer on a case-by-case basis, dependent upon the work
1516 environment present at the time the training is to begin.

1517 **ARTICLE 8**
1518 **RETIREMENT**

1519 8.1 Officers make the same Wisconsin Retirement System (WRS) contributions as general municipal
1520 employees.

1521 **ARTICLE 9**
1522 **PAY PERIOD**

1523 9.1 PAY PERIOD. All personnel shall be paid bi-weekly through direct deposit.
1524
1525

ARTICLE 10
PAY SCHEDULE

- 10.1 SCHEDULE A. The pay of employees of the GBPD occupying classified positions shall be on the basis of Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and an hourly basis and are based on a full-time employment at normal working hours.
- 10.2 FUTURE PAY ADJUSTMENTS. The pay schedule for Specialist I is set at the 1995 rate plus 3% for the rank of Patrol Sergeant and Detective Sergeant in the Green Bay Police Department, which ranks are being eliminated from the table of organization effective with the ratification of the 1996 contract, and it is stipulated by the City that for both internal and external wage comparison purposes for future contracts the Specialist I position shall be conclusively presumed to compare with a position comparable to that of patrol and detective sergeant in the GBPD before their elimination, and that there continue in future contracts a similar proportional spread between the rate paid to Specialist I and that paid to top patrol officer. It is also stipulated that there continue in future contracts a similar proportional spread between the rates paid to Specialist I and Specialist II as the spread which exists in the pay schedule in this contract.

ARTICLE 11
ADDITIONAL PAY

- 11.1 SHIFT DIFFERENTIAL. All employees not assigned to the day shift shall receive, in addition to their base pay, an amount equal to the number of hours designated below based upon the hourly rate of top patrol officer. The shift differential pay shall be on a monthly basis, but paid with the employee's bi-weekly pay. Shift differential pay shall be administered in the same manner as it was when expressed in dollar amounts.

Patrol Division	10:30a to 7:00p shift	1½ hours per month
	2:15p. to 10:45p shift	3 hours per month
	10:30p to 7:00a shift	4 hours per month
	7:00p to 3:30a shift	4 hours per month
Detective Division	2:30p to 11:00p shift	3 hours per month
Drug Task Force	11:30a to 8:00p shift	3 hours per month

- 11.2. DETECTIVE PREMIUM PAY. Members promoted to the rank of Detective pursuant to Article 30 shall receive an \$80.00 per month premium, which shall become part of their base salary upon promotion.
- 11.3. LANGUAGE PREMIUM PAY. Members with sufficient skill in communicating in one or more languages other than English shall receive an annual premium payment of \$500.00, to be paid with their uniform allowance. The Department shall determine the means of measuring language skill and the languages that will be eligible for compensation.
- 11.4. PHYSICAL FITNESS PREMIUM PAY. Members shall be eligible for an annual physical fitness incentive of up to \$540.00 upon successful completion of a City designed physical fitness test (PFT). Scheduling of the PFT, make-up, and/or PFT re-test shall be determined by the Chief of Police or designee.

- 11.4.1 A member who successfully completes the PFT with a passing time shall receive the incentive payment.
- 11.4.2 If a member does not pass the PFT on their first attempt, they shall have the following options:
- a. A member completing the course but not passing may receive \$100.00 for completion of the course, or;
 - b. The member may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The member shall be allowed to re-take the PFT at the next available make-up date. If the member passes the PFT on their second attempt they shall receive an incentive payment of \$250.00 in that calendar year.
- 11.4.3 All payments are subject to appropriate tax withholding rules.
- 11.4.4 A member who is incapacitated during the PFT may test at an alternate time established by the City. In the event a member has a medical restriction preventing participation in a particular portion of the PFT, the City shall establish an alternate testing procedure.
- 11.4.5 A PFT design committee consisting of 1-representative selected by the Association, 1-Command Officer, and 1-representative from City Human Resources shall assist the Chief of Police or designee in developing changes to the physical fitness test. Outside experts such as trainers, physical therapists, or other appropriate personnel may be engaged by the PFT design committee to provide advice and guidance in developing the test.

ARTICLE 12

CLOTHING ALLOWANCE

- 12.1 The Department will supply newly hired officers with their initial issue of all uniforms and equipment necessary to perform the duties of a police officer. Those items will remain department property. After this initial equipment issuance, maintenance and replacement of uniforms and equipment is the member's responsibility, with the exception of firearms or any other equipment covered elsewhere in this Agreement.
- 12.2 An additional "clothing allowance" will be provided annually at the beginning of the employee's next calendar year for the maintenance and replacement of uniform items. Officers may purchase additional items on their own and maintain possession of all items purchased after initial department issue.
- 12.2.1 In the case of personnel assigned to plain clothes assignments (Investigations, Administration) the annual clothing allowance shall be \$613.00.
- 12.2.2 In the case of personnel assigned to the Operations Division (uniform personnel) the annual clothing allowance shall be \$572.00.

ARTICLE 13

DUTY INCURRED DISABILITY PAY

- 13.1 **DISABILITY PAY.** An employee injured in the line of duty shall receive full pay for a period of 180-days while disabled from performing normal duties. In the event the disability extends beyond 180-days, application for extension of time may be made to the City's Personnel Committee, which shall determine whether to extend, which determination shall be consistent

1606 with past extension determinations.

1607 **ARTICLE 14**
1608 **VACATIONS**

1609 14.1 VACATION BENEFITS.

In This Year of Employment	# of Working Days Employee Shall Receive
1	8
2	13
6	16
7	17
8	18
9	19
11	21
13	24
16	25
18	27
19	28
20	30

1610 14.2 ACCUMULATION. Accumulation of vacation leave with pay shall, on December 31 of each year,
1611 not exceed 30-days.

1612 14.3 PATROL VACATION SELECTION.

1613 a. The number of officers allowed on the day shift (6:15 am to 2:45 pm) will remain at 4-
1614 officers until staffing on the day shift reaches a staffing level of 23-officers. At that time
1615 the number allowed off will be 3-officers.

1616 b. Initially 1-officer on the midday shift will be allowed off until the shift reaches a staffing
1617 level of 7-or more officers, 2-officers will be allowed off.

1618 c. The number of officers allowed off on each shift will be as follows:
Day Shift 4-officers Midday Shift 2-officers
Afternoon Shift 4-officers Evening Shift 2-officers
Night Shift 4-officers

1619 d. A seniority roster for each shift shall be posted at the beginning of each year along with
1620 a calendar identifying off-day groups. This calendar is signed in order to make other
1621 officers aware of time available, but the selection is not official until the officer signs the
1622 shift commander’s vacation calendar and submits a vacation request via telestaff to the
1623 shift commander. The shift commander shall initial and date all requests when the
1624 commander receives them. If an officer wishes to cancel a vacation, it shall be the
1625 officer’s responsibility to contact the shift commander, who shall have the responsibility
1626 of pulling the request. The shift commander shall then cross the officer’s name off of
1627 the calendar. This shall give other officers an opportunity to take this time off if they
1628 wish.

1629 14.4 DETECTIVE VACATION SELECTION. All vacations must be approved by the Detective Supervisor

who shall be responsible for staffing needs. Detectives on an administrative schedule shall pick together. A minimum of 3-administrative schedule Detectives shall be allowed off at any one time, and a minimum of 2-afternoon shift detectives shall be allowed off any one time. In the event there is a change in the Detective staffing levels, the parties agree to collectively bargain regarding possible changes to this provision.

14.5 OTHER OFF-TIME REQUESTS FOR DETECTIVE DIVISION. The officer shall request via telestaff to the Lieutenant no less than 5-days prior to the day they wish to have off. The Lieutenant shall initial and date the request upon receipt. If more requests are submitted than officers allowed off at a time for a particular day, the date the request was submitted shall dictate who gets the day off. In other words, first-come, first-served. If more than one card is submitted on the same day, then seniority shall prevail. It shall not make any difference what type of request - vacation, off time coming, personal day or payback is submitted. When the Lieutenant refuses a request for time off, it shall be marked "refused" and dated. Under exceptional circumstances the Lieutenant may accept a request for time off with less than 5-days notice.

14.6 TRAFFIC OFFICER VACATION. Traffic officers will select the first 3-vacation picks against all other traffic officers regardless of shift or schedule with only half of the total traffic unit officers off at any one time. Traffic officers will then pick all other off time with the shift that the traffic officer is assigned to.

ARTICLE 15

VACATION PAY USED FOR SICKNESS

15.1 RULE. Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

ARTICLE 16

SICK LEAVE

16.1 ACCUMULATION. All employees shall be granted sick or emergency leave with pay of 1-full working day for each month of service with no limit on accumulation. An employee may use sick leave or emergency leave for absences necessitated by injury or illness of the officer or officer's family. An employee using sick leave shall not be allowed to work previously posted and signed for overtime within 8-hours of sick leave use.

In order to be granted sick leave or emergency leave an employee must:

16.1.1 Report prior to the start of the workday to the department head or supervisor the reason of the absence.

16.1.2 Keep the department head informed of the employee's condition and the anticipated date of return to work.

16.1.3 Be legitimately ill or attending a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.

a. For purposes of this article, "immediate family" shall mean spouse, parent, stepparent, child, stepchild, foster child, guardian or sibling.

16.2 VERIFICATION. All sick leave requested is subject to verification. The department head may request reasonable evidence from the employee to achieve verification.

1671 16.3 MISUSE. Misuse of sick leave may subject the employee to disciplinary action per the
1672 Agreement. To avoid misuse, management may periodically review amounts of use as well as
1673 patterns of use and counsel employees on problem areas. A pattern in and of itself, does not
1674 constitute abuse.

1675 16.4 HEALTH INSURANCE PAYMENT PROGRAM. All employees reaching normal retirement or
1676 disability prior to attaining such age shall be eligible to continue in the City's health insurance
1677 group plan until the age of 65. The City shall pay all of the monthly premium payable, provided
1678 that the total amount expended for such insurance for each retired employee shall be limited
1679 to an amount equal to the percentage set forth below of the value of up to a maximum of 135
1680 accumulated days of unused sick pay standing to the credit of that employee as of that
1681 employee's date of retirement:

- 1682 ▪ 100% for employees retiring under disability retirement.
- 1683 ▪ 100% for employees retiring into the State Retirement System.

1684 Catastrophic Illness: During the period 3-years prior to the employee's normal retirement date,
1685 if the employee is injured or ill for more than 50-consecutive calendar days but less than 6-
1686 calendar months, there shall be no reduction from the employee's sick leave accumulation. In
1687 order to receive this benefit the employee must have reached the maximum accumulation of
1688 sick leave at some point in their career. The employee shall perform alternative duty if it is
1689 available and the employee is capable of performing same.

1690 16.5 CONVERSION. During the 5-years before an officer's normal retirement date, the officer may
1691 convert accumulated and unused vacation or other compensable off-time to sick leave days on
1692 the same basis as presently allowed in the firefighter Agreement.

1693 16.6 EMPLOYEE PAYMENT. After the amount expended for any employee reaches the limit for such
1694 employee, the monthly premium shall thereafter be paid by the employee.

1695 16.6.1 Surviving spouses, until remarriage, shall be eligible to apply the escrowed amount for
1696 health insurance premium payment purposes.

1697 16.6.2 Dependent children, in accordance with regular City policy, shall be eligible to apply the
1698 escrowed amount for health insurance premium payment purposes upon the death of
1699 the surviving spouse. Remarriage of the surviving spouse shall terminate the eligibility
1700 of dependent children for this benefit.

1701 16.6.3 Any funds remaining in the escrow account after death of the retiree, death or
1702 remarriage of the surviving spouse, or death or ineligibility of dependent children shall
1703 revert back to the City.

1704 16.6.4 This health insurance premium payment program for protective employees is
1705 mandatory for all covered employees upon retirement and supersedes all previous sick
1706 leave payment programs upon retirement sponsored by the City of Green Bay.

1707 16.6.5 If death of a covered protective service employee occurs before retirement, up to a
1708 maximum of 135-sick leave days shall apply to the estate of the deceased employee for
1709 purposes of payment of health insurance premiums in accordance with the above
1710 policy.

1711 16.6.6 An employee who has retired or in case of the employee's death, the spouse has the

right to leave the amount credited to the escrow account for “Health Insurance Purposes” until the end of the calendar year he/she attains the age of 65. At that time they shall have to begin using the escrow account for “Health Insurance Purposes.”

ARTICLE 17

HEALTH AND DENTAL INSURANCE

17.1 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.

17.1.1 Employees may reduce their health insurance premium contribution up to a maximum of 2.5% per year by successfully participating in the Wellness Incentive Program as follows:

- a. Employee’s health care insurance premium will be reduced by 2.5% if the employee is carrying single coverage and participates in the Health Risk Assessment.
- b. Employee’s health care insurance premium will be reduced by 2.5% if the employee is carrying family coverage and both employee and spouse participate in the Health Risk Assessment.
- c. Employee’s health care insurance premium will be reduced by 1.25% if the employee is carrying family coverage and only the employee or the employee’s spouse participates in the Health Risk Assessment.

17.1.2 Employees may participate in and pay health insurance premiums in accordance with the City’s Health 1265 Program.

17.1.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.

ARTICLE 18

LIFE INSURANCE

18.1 BENEFIT. All police officers shall receive the present life insurance program at no cost to the individual officer. Employees shall have the option to purchase additional life insurance for themselves. Additionally, life insurance for spouse and dependent children shall be made available as an option. Employees shall pay all premium costs for the additional optional insurance through payroll deductions.

ARTICLE 19

JURY DUTY

19.1 RULE. An employee may be granted a leave of absence with pay if called for jury duty during working hours.

ARTICLE 20

FUNERAL LEAVE

20.1 LEAVE GRANTED. Each employee shall be entitled to the following funeral leave:

20.1.1 When there is a death in the immediate family of an employee, (“immediate family” being defined as that of employee’s spouse, parent, guardian, child of employee, grandchildren, grandparents, stepparents, brother, sister, mother-in-law, father-in-

1754 law), a maximum of 3-working days shall be granted with pay to such employee. Travel
1755 time to and from the funeral may be taken in addition to the 3-days referred to above
1756 with the approval of the department head and may, at the employee's option, be
1757 counted as sick leave or vacation.

1758 20.1.2 When there is a death in the family of an employee, ("family" being defined as spouse's
1759 grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle
1760 of employee or spouse), a maximum of 2-working days with pay shall be granted to such
1761 employee.

1762 20.1.3 All employees who act as pallbearers for any deceased person whose funeral takes place
1763 during regular working hours may also be granted time off, with pay, with the
1764 permission of the employee's commanding officer.

1765 **ARTICLE 21**
1766 **DUES DEDUCTION**

1767 21.1 CITY DUTY. The City agrees to deduct from the paycheck of each member of the Association, by
1768 written authorization from the member, a sum as Bargaining Unit determined by the
1769 Association for dues and remit the same to a designated Bargaining Unit Officer as soon as
1770 possible after the close of each month. A member's payroll deduction authorization allows the
1771 City to deduct whatever amount is determined by the Association for dues. The Association
1772 shall notify the City, in writing, at least 30 days in advance of any change in dues to be deducted.
1773

1774 **ARTICLE 22**
1775 **HOLIDAYS**

1776 22.1 BENEFIT. Holidays included in this Agreement are:

New Year's Day	Memorial Day	Columbus Day
President's Day	Independence Day	Thanksgiving Day
Easter Sunday	Labor Day	Christmas Day
Martin Luther King Day		

1777 22.2 HOLIDAY PAY. All personnel shall receive 1-day's pay at straight time for each of the above-
1778 stated holidays, whether or not the employee works the holiday in question, and all shift
1779 personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours
1780 pay or compensatory time subject to the maximum accumulation provision for each such
1781 holiday provided that officers who are regularly scheduled to work who call in sick for non-work
1782 related reasons shall not receive such eight-hours time. Employees who are called in to work a
1783 holiday that falls on their regular scheduled day off shall be paid double time (2x). Officers who
1784 volunteer to work their days off shall receive time and a half. Officers who are ordered to work
1785 a designated holiday shall receive double time (2x).

1786 22.3 The following shall apply to mandatory overtime on a designated holiday:

1787 22.3.1 Any mandatory overtime worked through a call-in or ordered to work on a holiday as
1788 identified in section 23.1 shall be paid at the rate of double time.

1789 22.3.2 Holiday hours for payment for mandatory overtime is identified as the hours of 00:00
1790 to 23:59 on the actual date of the holiday.

1791 22.3.3 Such mandatory overtime includes inverse assignments for staffing and late call and/or

1792 holdover time with prior supervisory approval.

1793 **Article 23**

1794 **PERSONAL LEAVE DAYS**

1795 23.1 BENEFIT. Regular full-time employees shall be eligible for 5-days annually. Personal leave days
1796 must be used during the calendar year earned. They may not be accumulated. The employee
1797 shall provide at least 7-days notice for a day off except that such notice can be waived by mutual
1798 agreement of the employer and the employee. The number of personal leave days earned shall
1799 be prorated for new full-time employees in their initial calendar year of employment and for
1800 employees in their final calendar year of employment with the City unless the employee
1801 terminates employment by eligibility and acceptance to the State Retirement system, disability,
1802 or death.

1803 **ARTICLE 24**

1804 **DISCIPLINE**

1805 24.1 RULES AND REGULATIONS. For disciplinary purposes, administrative or otherwise, the
1806 substantive rules and regulations for the conduct of members of the Police Department shall
1807 be as set forth in the policy and procedure manual for the Green Bay Police Department, as
1808 amended from time to time, excepting that no provisions in said manual which are subject to
1809 collective bargaining shall be valid until collectively bargained. In the event such rules and
1810 regulations conflict with the ordinances of the City of Green Bay, laws of the State of Wisconsin
1811 or United States, or this Agreement, said ordinances, laws or Agreement shall prevail.

1812 24.2 OFF-DUTY CONDUCT. Off-duty action or inaction shall not be considered as grounds for
1813 discipline unless the conduct in question:

1814 24.2.1 Has been the basis for a conviction in a court of law of any local ordinance, quasi criminal
1815 or criminal law; or

1816 24.2.2 Is done under or pursuant to the officer's use of authority or powers of a sworn Green
1817 Bay Police Officer, or under the color of the officers articulated use of the same; or

1818 24.2.3 Is in violation of any rules and regulations governing off-duty conduct existing in the
1819 GBPD Policy and Procedure Manual, excepting that Section I, Chapter 2, Paragraph D, of
1820 the existing Policies and Procedures Manual shall be deleted.

1821 24.3 INTERNAL INVESTIGATION. Internal investigations conducted by the GBPD shall be subject to
1822 the following rules:

1823 24.3.1 The subject matter of any investigation shall be confined solely to those areas that are
1824 being investigated because the Department has grounds for reasonable suspicion that
1825 an officer may be subject to disciplinary action. All other areas of inquiry shall be
1826 avoided so as to insure that investigators do not intrude upon the privacy of any officer.
1827 In this regard, the parties acknowledge the danger of questions not relevant to any
1828 specific investigation resulting in rumor and innuendo.

1829 24.3.2 When an officer under suspicion is questioned, that officer shall be first advised of the
1830 factual basis of the suspicion and advised as to what law, rule or regulation the officer
1831 is being suspected of breaking. When an officer under reasonable suspicion is
1832 questioned, that officer shall first be advised of the factual basis of said reasonable
1833 suspicion and advised as to what law, rule or regulation the officer is suspected of having

broken. The factual basis of the reasonable suspicion shall be communicated to the officer by a written summary of the evidence giving rise to the reasonable suspicion. The summary of the evidence should include “who, what, where, when and how” whenever possible and a description of the physical evidence, if any. The summary of the evidence shall not include notes, thought processes, investigative techniques or the like, or any other work product of the investigator(s). At the officer’s request, the officer may be represented by a representative of their choice who, at the discretion of the officer, may be present at all times during the interrogation. Also, the officer shall be given the name of the complainant except when the complainant is an employee of the Police Department or has requested anonymity.

24.3.3 Any time an investigation exonerates the officer, management shall maintain the investigation file but there shall be no record of the investigation in the officer’s personnel file. Such investigation shall not form the basis for future discipline; however, it may be used by management in following-up on future complaints.

24.3.4 Evidence obtained during the course of any interrogation not conducted in accordance with 25.3.1 and 25.3.2 may not be utilized in any subsequent disciplinary proceeding against the officer, including but not limited to, insubordination for failing to follow a direct order to answer a question.

24.4 DISCIPLINARY PROCEDURES

24.4.1 Section 62.13, Wisconsin Statutes. Suspension(s), reduction in rank, suspension and reduction in rank, and dismissal of bargaining unit members shall be governed by the procedures set forth in Section 62.13, Wis. Stats.

24.4.2 All other disciplinary proceedings shall be governed by the Grievance Procedure.

24.5 COMMAND COUNSELING.

24.5.1 The parties agree that informal counseling and coaching by a supervisor is an essential performance management tool, and that not every rule violation requires a full administrative investigation and formal discipline.

24.5.2 Informal counseling and coaching, including as part of the Service Improvement Opportunity process, shall not be used as a basis for progressive discipline, and shall not be subject to grievance.

24.5.3 Command Counseling occurring as a result of a sustained allegation in a full administrative investigation shall not be used as a basis for progressive discipline after 1-year from the date of the Command Counseling.

24.5.4 Records for Command Counseling shall be kept by the City in accordance with Wisconsin Law.

ARTICLE 25 LEAVES OF ABSENCE

25.1 SPECIAL LEAVES. The Chief of Police in consultation with the City Personnel Committee, may authorize special leaves of absence with or without pay for any period or periods not to exceed 3-calendar months in any one calendar year for the purpose of attending a college, university or recognized law enforcement seminar to train in subjects related to the work of department

1876 personnel or benefit to both the employees and the City.

1877 25.2 PERSONAL LEAVES. The Chief of Police may authorize an employee to be absent without pay
1878 for personal reasons for a period or periods not to exceed 10-working days in any calendar year.

1879 25.3 EDUCATIONAL LEAVE. The City Personnel Committee, upon recommendation of the Chief of
1880 Police, may grant leaves of absence with or without pay in excess of the limitations above for
1881 the purpose of attending courses of training at a recognized college or university and for other
1882 purposes that are deemed beneficial to the City.

1883 **ARTICLE 26**

1884 **MILITARY LEAVE**

1885 26.1 Active Military Duty – Personnel of the Police Department who leave or have left the City service
1886 by request of the Federal Government to enter active service in the Armed Forces of the United
1887 States and return, shall be entitled to their departmental seniority and the rate of pay and
1888 position they would have been entitled to had their service with the Police Department not
1889 been interrupted by service in the Armed Forces. Employees who are members of the National
1890 Guard or military reserve shall be granted military leave for any extended tour of duty
1891 requested by the federal government, and shall receive during such absence the wage
1892 differential between the employee's regular City wages and military wage so that no loss of
1893 wages shall be suffered for the first 90-calendar days as a result of such military service. This
1894 paragraph does not apply to employee drafted into the military consequent to the institution
1895 of a federal draft system or to voluntary periods of active duty service. Seniority shall continue
1896 accumulation throughout the leave. There shall be no accumulation of paid time off benefits
1897 during the leave. Employees on leave shall have the option to keep city health and dental
1898 benefits during the leave, the same as for active employees.

1899 26.2 Officers having permanent status and who are duly enrolled members of the National Guard,
1900 the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the
1901 Naval Reserve Corps, the Marine Corps Reserve, and any other reserve component of the
1902 military or naval forces of the United States or the State of Wisconsin, now or hereafter
1903 organized or constituted under federal law, are entitled to leaves of absence without loss of
1904 time to enable them to attend military or naval schools, field comps of instruction and naval
1905 exercises which have been duly ordered held, but not to exceed fifteen (15) days, in the
1906 calendar year in which so ordered and held. All military leave, including active duty, shall be
1907 governed by USERRA. The difference in pay between military pay during time of attendance
1908 and the officer's regular pay during the same period shall be paid by the City. The leave granted
1909 is in addition to all other leaves.

1910 **ARTICLE 27**

1911 **EDUCATION CREDITS**

1912 27.1 BENEFIT. The City shall reimburse an officer tuition costs and book costs, as defined below,
1913 upon successful completion of approved Police Science courses. The student must attain a
1914 grade of C or higher to qualify for reimbursement. Approved Police Science courses are defined
1915 as any course required for the attaining of a degree in police career enhancement and
1916 previously approved by the Chief of Police.

1917 27.2 REIMBURSEMENT. The reimbursement for tuition shall be 100% at the UWGB rate for

undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be the actual cost of the book in question or \$50 whichever is less, provided that upon reimbursement the book shall be turned over to the departmental library. Reimbursement for tuition shall be limited to \$1,200 per year, per student. The City shall have the right to claim reimbursement for any tuition reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

ARTICLE 28

TRAINING

28.1 TRAINING ASSIGNMENTS. Any officer accepting a position requiring specialized training/school for the position shall flex their workday and workweek to attend such training. Any time spent in addition to the 8½-hours per day, such as travel, shall be compensated at time for time rate via payback. Time spent training including travel, on the officer's regular day off shall be compensated at time for time via payback.

The parties agree that training is essential for members' career development. Training shall be assigned based upon the needs of the Department. Training shall not be assigned or denied due to favoritism, discrimination, or retaliation. Absent a specific reason to assign a particular member to a training opportunity, such as job assignment or an identified individual training need, the Department may use seniority to determine who is assigned the training.

The Association reserves the right to grieve cases in which training is alleged to have been assigned or denied due to favoritism, discrimination, or retaliation.

28.2 COMPENSATION FOR TRAINING AND/OR SCHOOLS. Officers attending any training and/or schools on the officer's normal off time, shall be compensated by time off at straight time in the form of payback, subject to the following guidelines.

28.2.1 Such compensation shall include travel associated with schools held outside of Brown County, not including Sanger Powers Multijurisdictional range facility. Times of departure and return shall be determined by travel time indicated by computer mapping programs with consideration given to length of travel for unforeseen conditions, such as weather or construction delays, on a case-by-case basis. Such travel time shall include travel to and from the Department or actual time to and from the officer's residence; whichever is less. The location of departure is the officer's choice.

EXAMPLE: School is scheduled in Appleton and lasts 8:00a-4:00p. Departure from the station is determined to be 7:15a. Officer A travels from the station, and returns from the school at 3:30p (class adjourned early). Officer A receives payback from 7:15a to 3:30p.

EXAMPLE: Officer B elects to travel from the officer's home in Kaukauna to the school in Appleton and leaves the officer's home at 7:45am and returns at 3:00pm. Officer B receives payback from 7:45a to 3:00p. The travel time cannot exceed that from the station.

EXAMPLE: Officer C leaves home in Oconto at 6:30a and drives directly to Appleton for the school and returns home at 4:15p. Officer C would receive payback from 7:15a to 3:30p. The travel time cannot exceed that from the station.

- 1959 28.2.2 Time compensated shall be actual time in attendance, plus actual travel time subject to
1960 travel time restrictions identified above.
- 1961 **EXAMPLE:** School at NWTC is scheduled to run 8:00a-4:00p. The instructor concludes the
1962 class at 2:30p. Officers received payback from 8:00a-2:30p. No travel as venue is within
1963 Brown County.
- 1964 28.2.3 In the case of overnight stays, any travel by vehicle to/from the venue/hotel in excess
1965 of 10-minutes shall be compensated at time for time. No compensation shall be given
1966 for the first 10-minutes.
- 1967 **EXAMPLE:** Overnight school in Milwaukee. Travel by vehicle from the hotel to the school
1968 is 5-minutes. No compensation for the travel as it is under 10-minutes.
- 1969 **EXAMPLE:** Overnight school in Anchorage. Travel by vehicle from the hotel to the school
1970 is 30-minutes. Officer would receive payback for travel over the first 10-minutes, or in
1971 this example, 20-minutes travel time.
- 1972 28.2.4 For school/training scheduled on a normal workday, Officers shall be required to work
1973 their normal shift in addition to attending the school if the time of school and
1974 compensable travel is 5¾-hours or less during off duty time. If the school and travel
1975 exceeds 5¾-hours of normal off duty time, it shall serve as the officer's work day. Any
1976 time in excess of 8½-hours on an officer's normal workday shall be compensated at time
1977 for time via payback. For school/training on an officer's normal day off, the officer shall
1978 be compensated actual time in attendance including travel time.
- 1979 **EXAMPLE:** Day shift officer scheduled to attend school from 12:00p-4:00p. Officer
1980 reports for normal shift at 6:15a. Attends school which is done at 4:00p. Officer receives
1981 1.3 hours payback.
- 1982 **EXAMPLE:** Day shift officer scheduled to attend school from 8:00a-12:00p. Officer
1983 reports for normal shift at 6:15a. Attends school from 8:00a-12:00p, returns and
1984 completes shift.
- 1985 **EXAMPLE:** Afternoon shift officer scheduled to attend school from 12:00p-4:00p. Officer
1986 attends school beginning at 12:00p and completes at 4:00p. Officer returns to road duty
1987 and completes shift. Officer receives 2.3 hours payback.
- 1988 **EXAMPLE:** Afternoon shift officer scheduled to attend school from 8:00a-4:00p. Officer
1989 attends school and it serves as the officer's workday.
- 1990 **EXAMPLE:** Evening shift officer working that night is scheduled to attend a school from
1991 12:00p-4:00p. The officer would work their shift in addition to attending the school.
1992 Officer receives 4-hour payback.
- 1993 **EXAMPLE:** Evening shift officer working that night is scheduled to attend a school from
1994 8:00a-2:00p (6-hours). The attendance at the school would serve as the officer's work
1995 day as attendance outside of normal work hours exceeded 5¾-hours.
- 1996 28.2.5 Any adjustments needed to provide for the required 7½-hour break, with regard to the
1997 14¼-hour limitation on work hours, shall be determined by the officer's supervisor.
- 1998 **EXAMPLE:** Night shift officer scheduled to attend full day school 8:00a-4:00p.
1999 Attendance at the school serves as work day. 7½-hour rule must be maintained, meaning

2000 *11:30p start time for next shift.*

2001 28.2.6 The officer's Command Officer shall determine whether a hotel stay shall be necessary

2002 and reimbursed. Such determination shall be made on a case-by-case basis depending

2003 on the length of travel, actual start time of the school, length of the school, potential

2004 weather condition or the like, with attention to the 14¼-hour limitation. If length of the

2005 school is one week or less, and accommodations have been made, there shall be one

2006 travel time compensated for the trip to the school, and one for the trip back, and daily

2007 on-site travel from accommodations as stated in 29.2.3. Schools lasting in excess of one

2008 week shall be reviewed on a case-by-case basis as to necessity for weekend stays. In the

2009 event the officer elects to stay at a hotel although the supervisor has not approved the

2010 stay, the officer is responsible for all costs associated with the overnight

2011 accommodations. In the event the Command Officer determines a hotel stay is

2012 appropriate but the officer elects not to stay, the officer is only entitled to compensation

2013 for one round trip to and from the school, including mileage.

2014 28.3 The following shall apply to the cancellation of an officer from a school or training assignment

2015 as assigned under Article 29 once notification of the school or training has been given:

2016 28.3.1 An officer may be cancelled from an assigned schooling/training if it is determined

2017 outside of 24-hours prior to the start of the school/training that the officer is needed to

2018 complement staffing on the officer's regular shift.

2019 28.3.2 No officer may be cancelled within 24-hours of the start of the schooling/training except

2020 as provided in #3 and #4 below.

2021 28.3.3 Because the City is at the mercy of outside influences, schooling/training may be

2022 cancelled at any time if such a cancellation is outside of the control of the Department.

2023 The officer will then return to their normal work assignment. (example: instructor

2024 cancellation, venue availability, severe weather prohibiting travel, events requiring

2025 extensive numbers of personnel, etc.)

2026 28.3.4 Officers working their regular shift hours, and allowed to attend schooling/ training

2027 (duty ready) taking place within Brown County, including the Sanger Powers

2028 Multijurisdictional Training Facility as part of their shift, may be cancelled or recalled

2029 from the training at any time based on staffing or immediate need.

2030 28.4 STATE CERTIFICATION TRAINING. As part of the 1964.5-hour work year each officer is required

2031 to report for annual training totaling 25½-hours. This training shall occur on the officer's regular

2032 days off and shall involve no additional compensation.

2033 28.5 TRAINING FOR STATE CERTIFICATION OR DISCIPLINE. The following shall apply for additional

2034 training for state certification beyond that described in 29.3 which is required to maintain

2035 employment with the City of Green Bay as a police officer, or training required as a result of

2036 disciplinary action by the Chief of Police:

2037 • Officers shall flex their workday to attend such training.

2038 • Attendance at such training in excess of 8½ hours on a regular scheduled work day shall be

2039 compensated at 1½-time including travel. Attendance on a regular scheduled day off shall

2040 be compensated at the overtime rate of 1½ time for actual hours in attendance including

2041 travel.

2042 **ARTICLE 29**
2043 **BARGAINING UNIT ACTIVITY**

2044 29.1 ACTIVITY. The Bargaining Unit agrees to conduct its business off the job as much as possible.
2045 This article shall not operate as to prevent a Bargaining Unit representative from the proper
2046 conduct of any grievance in accordance with the procedures outlined in this Agreement, and
2047 shall not work to prevent certain routine business, such as the posting of Bargaining Unit notices
2048 and bulletins and like duties. The City agrees to make the necessary space available for the
2049 posting of Bargaining Unit notices and bulletins. Business agents or representatives of the
2050 Bargaining Unit, having business with the officers or individual members of the Bargaining Unit
2051 during the course of the working day for a reasonable time, provided that permission is first
2052 obtained from the commanding officer, or superior officer of that Bargaining Unit.

2053 The President may conduct such activities at reasonable times in a manner which shall not
2054 interfere with the performance of assigned duties; no inquiry may be made as to the nature of
2055 the business being conducted, provided that the President advises the shift commander, who
2056 shall not unreasonably deny such permission and if such permission is denied, shall give reason
2057 therefore at the time of denial. The President shall further advise the shift commander that
2058 Union business as described in Article 30 is being conducted, the approximate time it shall take,
2059 and how he/she may be contacted in an emergency. If President goes off road via this
2060 procedure, it shall not be considered a violation of minimum staffing.

2061 29.2 NO DEDUCTION OF PAY. The employer hereby agrees not to deduct such reasonable time from
2062 the pay of such officer or member, and agrees also that time spent in the conduct of grievance
2063 and in bargaining shall not be deducted from the pay of delegated employee representatives
2064 of the Bargaining Unit. The negotiating committee shall be limited to no more than 9-members
2065 however, no more than 4-members shall be off the job at one time. Officers may accumulate
2066 payback hours for contract negotiation sessions initiated by the City of Green Bay. If the Officer
2067 attends a contract negotiation session of 4¼-hours or less, the officer shall receive credit for ½-
2068 day's compensation. If the contract negotiation session duration is more than 4¼-hours, the
2069 officer shall receive one full day's compensation.

2070 **ARTICLE 30**
2071 **ADVANCEMENTS & PROMOTIONS**

2072 30.1 DEFINITIONS

2073 30.1.1 Command Officer: A sworn department member holding the rank of Lieutenant,
2074 Captain, Commander, or Chief of Police

2075 30.1.2 Supervisor: A sworn department member holding the rank of Sergeant or above.

2076 30.2 ADVANCEMENT TO ADVANCED POLICE OFFICER POSITION.

2077 30.2.1 Police officers shall be advanced to the position of advanced police officer upon
2078 completion of 6-years of service with the GBPD as a police officer.

2079 30.2.2 Upon being appointed as an Advanced Police Officer, an officer shall thereafter, and
2080 until advancement to Specialist I, be considered as an Advanced Police Officer and
2081 receive compensation as outlined in the Wage Schedule.

2082 30.2.3 In order to diversify Advanced Officers amongst the various shifts, it is agreed that each
2083 shift shall maintain a minimum of 6-Advanced Officers. In case of a shift falling short of

2084 this minimum, the department shall assign Advanced Officers on the basis of inverse
 2085 seniority.

2086 30.2.4 For purposes of this section power shift shall be considered part of the afternoon shift.

2087 30.3 ADVANCEMENT TO SPECIALIST I POSITION.

2088 30.3.1 Effective January 1, 2026, Officers shall be advanced to the position of Specialist I upon
 2089 completion of 9-years effective as an officer with the Green Bay Police Department.

2090 30.3.2 Upon being appointed as a Specialist I, an officer shall thereafter, and until advancement
 2091 to Specialist II, be considered as a Specialist I and receive compensation as outlined in
 2092 the Wage Schedule.

2093 30.4 ADVANCEMENT TO SPECIALIST II POSITION.

2094 30.4.1 Effective January 1, 2026, Officers holding the position of Specialist I shall be advanced
 2095 to the position of Specialist II upon the completion of 13-years with the Green Bay Police
 2096 Department.

2097 30.4.2 On appointment as a Specialist II, an officer shall thereafter be considered as a Specialist
 2098 II and receive compensation as outlined in the Wage Schedule.

2099 30.5 PROMOTION TO SERGEANT.

2100 30.5.1 In order to be eligible for promotion to Sergeant, a member must have at least 5-years'
 2101 experience as a Green Bay Police Officer, or a combination of at least 3-years with GBPD
 2102 and full-time, sworn service at a similar or larger law enforcement agency adding up to
 2103 a total of 5-years. The time requirement must be met as of the time the posting for the
 2104 promotional process closes.

2105 30.5.2 The selection process for promotions to Sergeant shall be as follows:

2106 a. A written examination, scored on a 100-point scale. A score of 70% is required
 2107 to pass this examination and continue in the promotional process.

2108 b. An assessment center evaluation, developed with an external consultancy
 2109 specializing in promotional processes. The Association shall be meaningfully
 2110 involved in the selection of individuals serving on evaluation panels and the
 2111 specific performance dimensions to be measured. The assessment center shall
 2112 be scored on a 100-point scale. The candidate must receive a score of 70 percent
 2113 or higher to continue in the process.

2114 c. A Peer review consisting of:

2115 • Peer review forms will be sent to 12 individuals with whom the
 2116 candidate currently works. Reviewers will be randomly selected. A
 2117 GBPPA representative shall observe the reviewer selection process.

2118 • Reviews will be in the form of a survey using a 5-point Likert scale to
 2119 measure peers' opinions of specific skills and abilities related to the
 2120 Sergeant position.

2121 • The Peer Review shall be scored on a 100-point scale. The reviews with
 2122 the highest and lowest scores for each candidate will be discarded,
 2123 then the remaining scores shall be averaged to determine the final
 2124 score.

2125 d. Each candidate's cumulative score shall be determined by weighting the
 2126 assessment center score at 80 percent and the peer review score at 20 percent.

- e. Upon successful completion of the selection process, the candidate's seniority points shall be added to their cumulative score for the assessment center and peer review to reach a final score. Using the member's seniority date, the member shall receive one point for every 3-complete years of service.
- f. Candidates shall be ranked by their final overall score and placed on a ranked eligibility list. The eligibility list shall be good for two (2) years or until all eligible candidates have been promoted, whichever comes first. The City shall allow the Association to review the list prior to its posting.
- g. Candidates shall be selected for promotion into vacant Sergeant positions in order of their ranked position on the eligibility list. In the event of a tie the candidate with the highest seniority shall be offered the position.
- h. Notwithstanding subsection (g) above, a vacant Sergeant position responsible for supervising Detectives shall be offered first to the highest-scoring Detective on the Sergeant promotional list.
- A sergeant so promoted to a Detective Sergeant position may not bid to fill a vacant Sergeant position outside Detectives until the eligibility list they were promoted from has expired or has been exhausted.
 - If there are no Detectives on the Sergeant promotional list, the position shall be filled using the selection process in Article 7.4 to choose from among incumbent sergeants with at least one (1) year experience in the Sergeant rank.
- i. The Chief may skip a candidate on the eligibility list for sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for promotion is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.

30.6 SERGEANTS' DUTIES AND ASSIGNMENTS

30.6.1 In addition to all duties of a patrol officer, Sergeants shall perform certain supervisory duties including, but not limited to:

- a. Conducting performance appraisals
- b. Participating in selection processes for specialty assignments and promotions to Sergeant or Detective
- c. Receiving complaints from community members and making recommendations regarding case handling
- d. After-action review of significant incidents such as pursuits, uses of force, and damage to city property

30.6.2 Effective January 1, 2023, sergeants selected to serve in specialty units shall perform supervisory functions, and the number of sergeants selected to serve in specialty units shall be limited to that necessary to provide adequate supervision to the unit. Effective July 1, 2026, this provision shall apply to the SWAT team.

30.6.3 No sergeant shall be authorized to serve on both the SWAT and Dive Teams from January 1, 2023 forward. The parties agree that it may be necessary to phase this change in to avoid negative impacts on staffing in specialty units.

- 2169 30.6.4 In order to qualify as a specialty unit sergeant, with supervisory authority in that unit,
2170 the applicant must have at least one (1) year of experience as a sergeant prior to
2171 application. The selection process identified in Article 7.3 shall apply to such assignment.
- 2172 30.6.5 Sergeants may serve in non-supervisory roles in the Honor Guard, Police Motorcycle
2173 Unit, and the Training Unit.
- 2174 30.6.6 Sergeants shall only be assigned special projects and/or temporary assignments,
2175 pursuant to Article 5, when their assignment is to do supervisory work.
- 2176 30.6.7 Sergeants shall be members of the Bargaining Unit.
- 2177 30.6.8 A seniority roster for Sergeants shall be maintained. Shift assignment shall be based
2178 upon time in grade (i.e., seniority within the rank of Sergeant), as opposed to Bargaining
2179 Unit seniority.
- 2180 a. If a Sergeant accepts a position in a specialty team or assignment where the
2181 Sergeant loses his/her rank or accepts any other position at a higher rank (i.e.,
2182 Lieutenant, Captain, Commander), the time in that position shall not be included in
2183 Sergeant seniority if the member returns to the Sergeant position at a later date.
- 2184 30.6.9 Bargaining Unit seniority (the total time the member has served in the Bargaining Unit
2185 at all ranks) shall be used for all other purposes, including seniority points for
2186 promotions, overtime assignments, vacation selection, and specialty assignments.
- 2187 30.6.10 Sergeants shall be eligible for overtime in accordance with Article 6.
- 2188 30.6.11 A Sergeant assigned to perform substantially the duties of a higher rank shall be
2189 compensated at the rate of a Step 1 Police Lieutenant. A Sergeant performing higher-
2190 classification work for a minimum of 45 minutes shall receive one (1) hour of Step 1
2191 Lieutenant pay, and time for time after one (1) hour of higher classification work.
- 2192 30.7 PROMOTION TO DETECTIVE
- 2193 30.7.1 Effective January 1, 2023, the position of Detective shall be a promoted position, subject
2194 to the provisions of Wisconsin Statute 62.13 (5). Members currently holding the
2195 position of Detective on January 1, 2023 shall be automatically promoted to the rank of
2196 Detective.
- 2197 30.7.2 In order to be eligible for promotion to Detective after January 1, 2023, a member must
2198 have at least 6-years' experience as a Green Bay Police Officer, or at least 4-years'
2199 experience as a Green Bay Police Officer and at least 2-years' experience as a full-time,
2200 sworn police officer in a comparably sized or larger agency.
- 2201 30.7.3 The selection process for promotions to Detective shall be as follows:
- 2202 a. A written examination, scored on a 100-point scale. A score of 70% is required
2203 to pass this examination and continue in the promotional process.
- 2204 b. A panel interview. The Association shall be meaningfully involved in the
2205 selection of individuals serving on interview panel and may review the questions
2206 to be asked, provided any Association representative reviewing the questions is
2207 not competing for the position. The interview shall be scored on a 100-point
2208 scale. The candidate must receive a score of 70 percent or higher to continue in
2209 the process.
- 2210 c. A Peer review consisting of:

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- Peer review forms will be sent to 12 individuals with whom the candidate currently works. Reviewers will be randomly selected. A GBPPA representative shall observe the reviewer selection process.
 - Reviews will be in the form of a survey using a 5-point Likert scale to measure peers' opinions of specific skills and abilities related to the Detective position.
 - The Peer Review shall be scored on a 100-point scale. The reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine the final score.
- d. Each candidate's cumulative score shall be determined by weighting the interview score at 80 percent and the peer review score at 20 percent.
- e. Upon successful completion of the selection process, the candidate's seniority points shall be added to their cumulative score for the interview and peer review to reach a final score. Using the member's seniority date, the member shall receive one point for every 3-complete years of service.
- f. Candidates shall be ranked by their final overall score and placed on a ranked eligibility list. The eligibility list shall be good for two (2) years or until all eligible candidates have been promoted, whichever comes first. The City shall allow the Association to review the list prior to its posting.
- g. Candidates shall be selected for promotion into vacant Detective positions in order of their ranked position on the eligibility list. In the event of a tie the candidate with the highest seniority shall be offered the position.
- 30.7.4 The Chief may skip a candidate on the eligibility list for sustained allegations of serious policy violations. The decision to skip a member on an eligibility list for promotion is subject to the grievance procedure outlined in Article 3, but such grievance does not include the right to grieve prior discipline.
- 30.8 DETECTIVES' DUTIES AND ASSIGNMENTS
- 30.8.1 A Detective assigned to an investigation shall have supervisory authority over sworn members at the rank of Officer and professional staff at the rank of Evidence Technician, Crime Analyst, and Criminalistic Specialist working on the investigation.
- 30.8.2 When a Detective position becomes vacant, the position on that shift shall be offered first to current Detectives by overall seniority. The resulting vacancy shall be filled according to the promotional process in Section 30.7.
- 30.9 PROMOTION TO LIEUTENANT.
- 30.9.1 Upon being promoted to the rank of Lieutenant the officer in question forfeits all Bargaining Unit seniority, except if the officer returns to the unit within 90-calendar days from the effective date of the promotion to Lieutenant the officer will maintain their original date of seniority in the police officer unit minus the number of days they were in the Lieutenant position. In the event that any Command Officer returns to the Bargaining Unit on either a voluntary or involuntarily basis to a rank or position within the Bargaining Unit, that officer returns as the least senior officer within the Bargaining Unit unless it is otherwise agreed in writing by the City and the Bargaining Unit.
- 30.10 ACTING SERGEANTS

30.10.1 Acting Sergeants may be appointed for long-term absences or when there is a vacant Sergeant position with no current eligibility list. The City shall make a legitimate effort to establish a promotional list when the previous list expires or everyone on it is promoted. Acting Sergeants may be chosen in one of the following two ways:

- If a promotional eligibility list exists, the acting position shall be offered to the highest-ranked employee on the list. If that employee declines, the position shall be offered to the next-highest-ranked, and so on until the position is filled or no one accepts.
- If no eligibility list exists, or no one accepts the position, it shall be offered to the senior officer on the shift where the vacancy occurs, unless that officer has recent disciplinary history detrimental to the position or is on a Development Assistance or Performance Improvement Plan.

30.9.2 Upon appointment to Lieutenant, the appointed officer shall thereafter perform only Command Officer duties in the manner and fashion described for Command Officer personnel in Section 1.2.

ARTICLE 31

WAGE-HOUR LEGISLATION

31.1 CHANGES IN LAW. In the event federal or state legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set in this agreement, the work week and day as set shall be renegotiable.

ARTICLE 32

AMENDMENT PROVISION

32.1 AMENDMENT PROCEDURE. This agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City of Green Bay and the Bargaining Unit where mutually agreeable. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 33

SAVINGS CLAUSE

33.1 PROVISIONS SAVED. If any article or section of this agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected hereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34

RESIDENCY

34.1 Bona fide and continued residency within 35-miles of the jurisdictional border of the City of Green Bay shall be required for eligibility for the following positions or calls:

- K-9
- SWAT
- Eligibility for immediate need safety staffing shortage call-ins

“Immediate need” shall be defined as a demonstrable need at the time of the call. The burden shall be on the City to show such reasonable need.

Response time compensation for all officers living outside of the 35-mile jurisdictional border shall not exceed ½-hour.

ARTICLE 35

NO OTHER AGREEMENT

35.1 EXCLUSIVE AGREEMENT. The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.

35.2 INCORPORATION OF AGREEMENTS. All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties in writing will be incorporated into this agreement upon their execution and will be formally inserted into the body the of the next successor agreement unless otherwise agreed to by the parties.

ARTICLE 36

CHANGES IN THE TERMS OF THIS AGREEMENT

36.1 OPENING NEGOTIATIONS. If either party desires to negotiate any changes in this agreement to become effective after the end of the term of this agreement or any extension thereof, they shall notify the other party in writing of their desire to enter into such negotiating prior to July 15, and shall normally be completed by the last Tuesday of October.

ARTICLE 37

TERM OF AGREEMENT

37.1 TERM. This Agreement shall be binding on both parties and effective from the 1st day of January, 2023 to and including the 31st day of December 31, 2024.

ARTICLE 38

DRUG TESTING

38.1 PURPOSE. The purpose of this policy is to provide all sworn employees with notice of the provisions of the department drug-testing program.

38.2 DISCUSSION. It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse shall seriously impair an employee’s physical and mental health, and thus job performance. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

- 2339 38.3 DEFINITIONS.
- 2340 38.3.1 Sworn Employee - Those employees who have been formally vested with full law
- 2341 enforcement powers and authority.
- 2342 38.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day
- 2343 responsibility for supervising subordinates, or are responsible for commanding a work
- 2344 element, including Patrol Sergeants.
- 2345 38.3.3 Drug Test - The compulsory production and submission of urine by an employee, in
- 2346 accordance with departmental procedures, for chemical analysis to detect prohibited
- 2347 drug usage.
- 2348 38.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge sufficient to
- 2349 induce an ordinary prudent and cautious person to believe that an individual is using or
- 2350 under the influence of drugs or other controlled substances.
- 2351 38.3.5 Probationary Employee - For the purposes of this policy only, a probationary employee
- 2352 shall be considered to be any person who is conditionally employed with the
- 2353 department as a law enforcement officer.
- 2354 38.4 PROCEDURES.
- 2355 38.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary and
- 2356 sworn employees, while on and off duty:
- 2357 a. No employee shall illegally possess any controlled substance.
- 2358 b. No employee shall ingest any controlled or other dangerous substance, unless
- 2359 as prescribed by a licensed medical practitioner.
- 2360 c. Any employee who unintentionally ingests, or is made to ingest, a controlled
- 2361 substance shall immediately report the incident to their supervisor so that
- 2362 appropriate medical steps may be taken to ensure the officer's health and
- 2363 safety.
- 2364 d. Any employee having a reasonable basis to believe that another employee is
- 2365 illegally using, or is in possession of any controlled substance, shall immediately
- 2366 report the facts and circumstances to their supervisor.
- 2367 e. Discipline of sworn employees for violation of this policy shall be in accordance
- 2368 with the due process rights provided in the department's discipline and
- 2369 grievance procedures.
- 2370 38.4.2 Applicant Drug Testing.
- 2371 a. Applicants for the position of sworn law enforcement officer shall be required to
- 2372 take a drug test as a condition of employment during a pre-placement medical
- 2373 examination.
- 2374 b. Applicants shall be disqualified from further consideration for employment
- 2375 under the following circumstances:
- 2376 i. Refusal to submit to a required drug test; or
- 2377 ii. A confirmed positive drug test indicating drug use prohibited by this
- 2378 policy.

38.4.3 Probationary Employee Drug Testing. All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Chief of Police or designee, and shall not exceed two tests during the probationary period.

38.4.4 Employee Drug Testing.

a. Sworn officers shall be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

i. When treatment is sought voluntarily the following provisions shall apply: No memorandum, notation, or any record whatsoever shall be kept by the City, excepting only as necessary for the administration of its health insurance program as to any employee receiving any treatment or medical attention regarding that employee's use of any addictive substances. Additionally, the subject of any employee's use of any addictive substances shall not be referred to or considered as being in any way relevant in any consideration or procedure for discipline or promotion in the police department.

ii. As long as the employee seeks treatment prior to notification of a test, an employee's use of any substances covered by this drug policy shall not be the grounds or the subject matter for any discipline of any employee whatsoever if knowledge of such use was substantially gained by the City because of the employee's seeking or receiving treatment for such use.

b. A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.

c. A drug test shall be administered as part of all promotional procedures.

d. Members of the following units, as a condition of their assignment to the unit, shall be subject to random drug testing no more than two times in a calendar year:

i. Emergency Response Unit.

ii. Metropolitan Drug Enforcement Unit.

iii. Officers assigned drug investigations on a regular basis.

Any member, who refuses to submit to this form of testing for judgment, fitness, and readiness for duty, shall be immediately removed from their special assignments.

e. Any sworn officer of this department who is directly involved in a serious police incident shall be required by their supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A serious incident is defined as:

i. Discharge of a firearm at a human being or a vehicle in which human beings

- 2420 are contained.
- 2421 ii. Police vehicle auto accident in which serious injury is sustained by any
- 2422 involved officer or citizen requiring immediate medical attention by
- 2423 hospital personnel. If it is clearly evident that the officer is not at fault in
- 2424 the accident, no drug test shall be required. A directly involved officer is
- 2425 one who actually discharges the weapon in case (e)1 or is the driver of the
- 2426 police vehicle in case (e)2.
- 2427 f. Any officer, who, in the carrying on of their police duties, ingests, either directly
- 2428 or indirectly, any drug or narcotic substance, is required to document, as soon
- 2429 as possible thereafter, such contact. Documentation should occur in writing
- 2430 explaining all circumstances, and the employee's supervisor should be notified
- 2431 as soon as possible. Drug tests shall be administered and no disciplinary action
- 2432 shall be taken if the tests are positive under the following conditions.
- 2433 i. The officer was in physical danger if he did not ingest the drug or narcotic
- 2434 substance.
- 2435 ii. Nothing in this policy shall be construed as granting permission for police
- 2436 officers and/or narcotics agents to ingest any illegal drug, marijuana,
- 2437 narcotic substance, or controlled substance under any circumstance
- 2438 except as cited in (f)(i).
- 2439 g. Beginning after ratification of a 1992 Agreement, the department shall randomly
- 2440 test up to 10% of the bargaining unit. Such test shall occur once per year per
- 2441 shift with no announcement of time or date. The method for random selection
- 2442 shall be such that each member of the bargaining unit has an equal chance of
- 2443 being selected.
- 2444 38.4.5 Drug Testing Procedures.
- 2445 a. The testing procedures and safeguards provided in this policy to ensure the
- 2446 integrity of department drug testing shall be adhered to by any personnel
- 2447 administering drug tests.
- 2448 b. Personnel authorized to administer drug tests shall require positive
- 2449 identification from each employee to be tested before they enter the testing
- 2450 area. This shall consist of picture ID or driver's license.
- 2451 c. A pre-test interview shall be conducted by testing personnel with each employee
- 2452 to ascertain and document the recent use of any prescription or non-
- 2453 prescription drugs, or any indirect exposure to drugs that may result in a false
- 2454 positive test result.
- 2455 d. The bathroom facility of the testing area shall be private and secure.
- 2456 i. Authorized testing personnel shall search the facility before an employee
- 2457 enters it to produce a urine sample, and document that it is free of any
- 2458 foreign substances.
- 2459 e. Where the employee appears unable or unwilling to give a specimen at the time
- 2460 of the test, testing personnel shall document the circumstances on the drug test
- 2461 report form. The employee shall be permitted not more than eight hours to give

- 2462 a sample; during which he shall remain in the testing area. Reasonable amounts
2463 of water may be given to the employee to encourage urination. Failure to submit
2464 a sample shall be considered a refusal to submit to a drug test.
- 2465 f. Employee shall have the right to request that their sample be split and stored in
2466 case of legal disputes. The urine samples must be provided at the same time,
2467 and marked and placed in identical specimen containers by authorized testing
2468 personnel. One sample shall be submitted for immediate drug testing. The other
2469 sample shall remain at the facility in frozen storage for one year. This sample
2470 shall be made available to the employee or their attorney should the original
2471 sample result in a legal dispute or the chain of custody is broken.
- 2472 g. Specimen samples shall be sealed in the presence of the participants, labeled,
2473 and checked against the identity of the employee to ensure the results match
2474 the tested specimen. All collections are handled forensically, which means they
2475 are labeled, double-sealed, double-checked for accuracy and completeness,
2476 stored in a secure, locked refrigerator until testing, and accompanied by a
2477 forensic chain-of-custody.
- 2478 h. Whenever there is a reason to believe that the employee may have altered or
2479 substituted the specimen to be provided, a second specimen shall be obtained
2480 immediately under direct observation of the testing personnel.
- 2481 38.4.6 Drug Testing Methodology. This drug policy shall in no way be applied to an employee's
2482 use of prescription drugs; nor shall it apply to alcohol.
- 2483 a. The testing or processing phase shall consist of a two-step procedure:
- 2484 i. Initial screening test
- 2485 ii. Confirmation test
- 2486 b. The urine sample is first tested using the initial drug screening procedure. An
2487 initial positive test result shall not be considered conclusive; rather, it shall be
2488 classified as "confirmation pending." Notification of test results to the
2489 Professional Standards Division or other departmental designee shall be held
2490 until the confirmation test results are obtained.
- 2491 c. A specimen testing positive shall undergo an additional confirmatory test. The
2492 confirmation procedure shall be technologically different and more sensitive
2493 than the initial screening test.
- 2494 d. The drug screening tests selected shall be capable of identifying marijuana,
2495 cocaine and every major drug of abuse including heroin, amphetamines and
2496 barbiturates. Personnel utilized for testing shall be certified as qualified to
2497 collect urine samples or adequately trained in collection procedures.
- 2498 e. Concentrations of a drug at or above the following levels shall be considered a
2499 positive test result when using a FPIA immunoassay drug-screening test.
- 2500 o Amphetamines 500 ng/1
- 2501 o Barbiturates 500 ng/1
- 2502 o Cocaine 300 ng/1
- 2503 o Opiates 300 ng/1

- 2504 ○ THC 100 ng/1
- 2505 ○ PCP 25 ng/1
- 2506 ○ Benzodiazepines 200 ng/1
- 2507 ○ Methadone 25 ng/1
- 2508 Concentrations of a drug at or above the following levels shall be considered a
- 2509 positive test result when performing a confirmatory GC/MS test on a urine
- 2510 specimen that tested positive using a technologically different initial screening
- 2511 method.
- 2512 ○ Marijuana metabolite 15*
- 2513 ○ Cocaine metabolite 150**
- 2514 ○ Opiates:
- 2515 Morphine 300**
- 2516 Codeine 300***
- 2517 ○ Phencyclidine 25
- 2518 ○ Amphetamines:
- 2519 Amphetamine 500
- 2520 Methamphetamine 500
- 2521 * Delta-9 tetrahydrocannabinol-9-carboxylic acid
- 2522 ** Benzoylcegonine
- 2523 *** 25mg/ml if immunoassay-specific for free morphine
- 2524 f. The laboratory selected to conduct the analysis shall be experienced and capable
- 2525 of quality control, documentation, chain-of-custody, technical expertise, and
- 2526 demonstrated proficiency in urinalysis.
- 2527 g. Employees having a negative drug test results shall receive memorandum stating
- 2528 that no illegal drugs were found. If the employee requests such, a copy of the
- 2529 letter shall be placed in the employee's personnel file.
- 2530 h. Any employee who breaches the confidentiality of testing information shall be
- 2531 subject to discipline.
- 2532 38.4.7 Chain of Evidence - Storage.
- 2533 a. Each step in the collecting and processing of the urine specimens shall be
- 2534 documented to establish procedural integrity and the chain-of-custody.
- 2535 b. Where a positive result is confirmed, urine specimens shall be maintained in
- 2536 secured, refrigerated storage for one year.
- 2537 38.4.8 Drug Test Results.
- 2538 a. All records pertaining to department-required drug tests shall remain
- 2539 confidential, and shall not be provided to other employers or agencies without
- 2540 the written permission of the person whose records are sought.
- 2541 b. Drug test results and records shall be retained in the employee's personnel file
- 2542 for an indefinite period.
- 2543 38.5 ACTIONS TAKEN/POSITIVE RESULTS.
- 2544 38.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,

barbiturates, or any other major drug of abuse or illegal drug, the officer's employment shall be terminated. If the test is determined to be inconclusive, then the City shall not have just cause for termination.

a. The exception shall be forced use as defined in Section 39.04 (4) (f) 1.

38.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

a. The officer shall be subject to mandatory random testing for a period of two years.

b. The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.

c. A second positive test for marijuana shall be grounds for termination.

38.5.3 A positive test shall be defined as a confirmation test which establishes conclusively that the officer has ingested one of the drugs in question.

38.6 REFUSAL TO SUBMIT. Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 39

UNIT DUTIES

39.1 UNIT JOB DUTIES. Non-supervisory job duties shall be assigned only to members of the Bargaining Unit. Ranks excluded from the Bargaining Unit are so excluded because the primary nature of their positions is to supervise personnel of the department, and accordingly they shall not be assigned to perform non-supervisory duties as part of their normal and usual job duties; provided that this restriction shall in no way restrict such personnel in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by such officers in the course of the performance of their supervisory duties (for example, a supervisor would not work radar or patrol for traffic violators, but would be expected to apprehend or arrest traffic violators who are observed by the supervisor while performing the duties of supervision of personnel). Sworn members of the Department who are not members of the bargaining unit may occasionally perform uniformed patrol duties, but in no event shall non-bargaining unit members be assigned to do Association work to avoid payment of overtime or to meet minimum staffing levels.

The City and GBPPA recognize that situations may occur where it is necessary that a supervisor become involved in an incident in a manner which may be considered outside of supervisory duties. The City, however, recognizes and agrees that the primary responsibility of a supervisor is to supervise officers in their work. The labor agreement provides for the situation where an obvious emergency need exists.

The parties also recognize the value to both the City and the Association of supervisory employees occasionally performing patrol duties in order to maintain familiarity with such duties and thus being able to more effectively supervise the work. Supervisors may be assigned to perform uniformed patrol duties for up to 24 hours per year, during which time they are permitted to perform the full range of patrol officer duties. A supervisor so assigned shall not be counted toward safety minimum staffing levels as described in Article 5. Supervisors shall not be used to replace or

supplant sworn officers at any special event overtime or other overtime opportunities that are normally and customarily worked by sworn officers of the Department.

In addition to the emergency exception, the GBPPA agrees that it shall not grieve incidents of supervisors taking de minimus (minor, inconsequential, minimal) police action such as being approached by a citizen with a complaint (i.e. parking complaint, dispersal of loitering parties, etc.) which shall involve little time and keeps the supervisor in their primary duties of supervising the employee. However, if the incident becomes more involved than initially determined, then a unit shall be dispatched to the incident to take over the call. Situations must be weighed with efficiency and public service in mind, with constant re-evaluation of the situation in order to regain the functioning capacity of a supervisor.

This restriction shall in no way restrict such personnel (supervisor) in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by a supervisor in the course of the performance of their supervisory duties.

A supervisor would not work an OWI from beginning to end, but would be expected to apprehend or arrest a traffic violator who is observed by the supervisor while performing the duty of supervising personnel.

A supervisor would be expected to take de minimus police action related to a situation that arises in front of them and requires immediate police action and then turn this incident over to patrol units when/if further action is necessary (i.e. report is needed).

The issues of unforeseen, emergent/emergency and or immediate need for police action allow for the supervisor to take action and once that initial action is taken to address these issues, patrol units, if not already on scene, shall be dispatched to take over the call and the supervisor shall return to their supervising capacity.

The concepts of public service, efficiency, and unit duties are satisfied by: 1) the supervisor unit taking action in the unforeseen, emergent or need for immediate police action situations, 2) the patrol unit taking over the situation and performing the job functions of a patrol unit, and 3) the supervisor returning to their primary supervisory function.

Should a concern arise as to whether any action by a supervisor is not of a de minimus nature or did not arise out of an emergent situation requiring immediate police action, the GBPPA agrees to first bring the concern to the attention of a ranking supervisor, Commander or above, as soon as possible after the concern arises. The City and the GBPPA agree to waive the contractual timelines regarding the filing of any grievance until the City and GBPPA have the opportunity to investigate and discuss the matter.

The Supervisory Unit shall perform Voice Stress Analyzer tests for internal affairs purposes, background checks, and other issues requiring a supervisory employee to perform such tests; Unit members shall perform all criminal investigation tests unless a supervisory employee is required or a qualified unit member is not available and a qualified supervisory employee is, and there is an immediate need to take the test for use in an interrogation then taking place.

39.2 COMMUNITY SERVICE OFFICERS (CSO). The duties of the CSO shall be assigned at the direction of the City. CSOs shall also perform the following duties which by this agreement may encroach on the

2633 duties regularly and customarily performed by members of the GBPPA. CSOs shall provide
2634 neighborhood based public service such as directing residents to proper resources, educating
2635 individuals and groups on various neighborhood problems and issues, quality of neighborhood and
2636 life issues, and provide other community-based service support to the residents as directed by the
2637 City.

2638
2639 In addition, CSOs shall provide support to the Department, assisting in some duties historically
2640 performed by GBPPA members. CSOs shall work with sworn personnel in various divisions within
2641 the department under the general supervision of the division supervisor. CSOs shall complete minor
2642 complaint reports similar to those taken over the phone by front desk personnel and perform
2643 follow-up work on reports generated from citizen on-line incident reports. CSOs shall assist with
2644 tasks such as answering telephone calls, assisting people who come to the station for assistance,
2645 filing paperwork, and other similar de minimis activities.

2646
2647 CSOs shall provide support to the patrol function in areas such as assisting with traffic control, (i.e.,
2648 providing traffic direction, assisting disabled motorists, traffic hazards), crossing guard duty, animal
2649 complaints, lost and found, and other similar de minimis activities.

2650
2651 As this CSO support concept progresses, any changes that may infringe on work duties of the GBPPA
2652 shall be discussed. If the GBPPA believes any duties assigned to CSOs which encroach on officers'
2653 duties do not fall within this agreement, the GBPPA and the City shall open discussions to resolve
2654 the matter. If the matter is unable to be resolved, the GBPPA retains the right to grieve the matter
2655 as defined in Article 3 of this Agreement. CSOs shall not be used to replace or supplant sworn
2656 officers at any special event overtime or other overtime opportunities that are normally and
2657 customarily worked by sworn officers of the Department. CSOs shall not be counted toward safety
2658 minimum staffing levels as described in Article 5.

2659 **IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as ratified by the Police
2660 Association on March 16, 2023 and approved by the Common Council on March 21, 2023.

2661 **FOR THE GREEN BAY PROFESSIONAL POLICE ASSOCIATION:**

2662 _____
2663 Phil Scanlan, President _____ Date

2664 _____
2665 Jonathan Cermele, Legal Counsel _____ Date

2666 **FOR THE CITY OF GREEN BAY:**

2667 _____
2668 Eric Genrich, Mayor _____ Date

2669 _____
2670 Joseph W. Faulds, Chief of Operations _____ Date

2671 _____
2672 Christopher Davis, Police Chief _____ Date

2673 **ATTEST:**

2674 _____
2675 Celestine Jeffreys, City Clerk _____ Date

2676
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2678

SCHEDULE A
WAGE SCHEDULE

Increases effective the first day of the payroll period in which the effective date occurs

Step	Classification		January 1, 2025 4%	January 1, 2026 3%	July 1, 2026 1%	December 31, 2026 .5%
1	New Hire	Hourly	\$33.28	\$34.28	\$34.62	\$34.79
		Bi- Weekly	\$2,514.46	\$2,589.89	\$2,615.79	\$2,628.87
2	After 1 Year	Hourly	\$34.24	\$35.26	\$35.62	\$35.80
		Bi- Weekly	\$2,587.00	\$2,664.61	\$2,691.26	\$2,704.72
3	After 2 Years	Hourly	\$37.25	\$38.37	\$38.75	\$38.95
		Bi- Weekly	\$2,814.84	\$2,899.29	\$2,928.28	\$2,942.92
4	After 3 Years Top Patrol	Hourly	\$40.94	\$42.16	\$42.59	\$42.80
		Bi- Weekly	\$3,093.07	\$3,185.86	\$3,217.72	\$3,233.81
5	After 6 Years Advanced Patrol Officer	Hourly	\$41.89	\$43.15	\$43.58	\$43.80
		Bi- Weekly	\$3,165.17	\$3,260.13	\$3,292.73	\$3,309.19
6	After 9 Years Specialist	Hourly	\$43.85	\$45.16	\$45.61	\$45.84
		Bi- Weekly	\$3,313.07	\$3,412.46	\$3,446.58	\$3,463.81
7	After 13 Years Specialist II	Hourly	\$46.94	\$48.34	\$48.83	\$49.07
		Bi- Weekly	\$3,546.42	\$3,652.81	\$3,689.34	\$3,707.79
N/A	Patrol Sergeant	Hourly	\$48.44	\$49.89	\$50.39	\$50.64
		Bi- Weekly	\$3,660.14	\$3,769.94	\$3,807.64	\$3,826.68

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- A) The City has the discretion to hire new employees above Step 1, as long as the employee has the equivalent amount of experience from another jurisdiction. However, if the potential employee has experience with a similarly sized police/public safety/law enforcement agency, the City shall hire the new employee at a level consistent with the number of completed years of service at that agency. As a result, if the employee is hired above step 1 by means of the City’s discretion, or as required herein, the new employee shall be provided with a “credit” for the number of completed years of service at his/her prior law enforcement agency. Any such employee shall then advance within the pay schedule as if he/she had achieved the required years of service for the step where hired. For example, a newly hired officer hired at step 3 would advance to step 4 in one year. Likewise, a newly hired officer hired at step

2689 4 would advance to step 5 (APO) in three years, and so on. Effective January 1, 2025, the City shall apply
2690 this provision to all existing employees hired since 2015 above step 1, as well as all existing employees
2691 hired from similarly sized departments since 2015 but were not hired above step one, and adjust such
2692 employee(s) steps accordingly; said adjustments shall be prospective only, with no “back pay” prior to
2693 January 1, 2025 being due.

2694 B) Temporary Assignment Pay. Whenever an officer is assigned to perform the duties of a higher-ranking
2695 officer for a period of one complete shift or more, s/he shall be compensated at the rate of pay of the
2696 higher ranked officer.

2697 C) Detective Pay. Detectives shall receive an \$80 per month premium, which shall become a part of their
2698 base salary while assigned to detectives.

2699

APPENDIX A

2700

INVERSED ROAD OVERTIME EXAMPLES

2701 INVERSE SITUATIONS:

- 2702 • Road overtime known outside of 2-hours of need and unable to fill.
- 2703 • Road overtime first known inside of 2 hours for next shift (aka: holdover for safety staffing).
- 2704 • Road overtime – odd times not abutting a shift.
- 2705 • Special event / non-road overtime.
- 2706 • NOTE: 14¼ hour limitation applies to all inverse situations.

2707 INVERSED ROAD OVERTIME KNOWN OUTSIDE OF 2 HOURS OF NEED:

- 2708 • Posting that was unable to be voluntarily filled.
- 2709 • Call-in that no officer voluntarily accepted.

Approx. Time Key That Abuts A Shift	Filled By
6:15a - 7:30a	No safety staffing during these hours
7:30a - 11:00a	JR night shift outgoing not on their Friday, given OT from 6:45a – all must understand increase of hours
11:00a - 2:15p	JR afternoon shift oncoming
2:15p - 7:00p	JR of day shift outgoing and evening shift oncoming
4:00p - 7:00p	JR of day shift outgoing and evening shift oncoming
7:00p - 10:15p	JR night shift oncoming
10:45p - 3:30a	JR afternoon shift outgoing
3:30a - 6:15a	JR of evening shift not on their Friday outgoing and EARLY day shift oncoming

2710 INVERSED ROAD OVERTIME FIRST KNOWN INSIDE OF 2 HOURS OF NEED FOR NEXT SHIFT (AKA:
 2711 Holdover for safety staffing). Late sick call in most common.

Time Needed	Filled By
6:45a	JR night shift outgoing not on their Friday, given OT from 6:45a
2:15p	JR day shift outgoing
4:00p	JR day shift outgoing
10:45p	JR afternoon shift outgoing
3:30a	JR evening shift outgoing not on their Friday

2712 INVERSED ROAD OVERTIME ODD SLOT THAT DOES NOT ABUT A SHIFT

2713 INVERSED NON-ROAD OVERTIME (Special Event, special duties overtime). If necessary to fill this type
 2714 of overtime, shall need to resort to contractual language of determining “junior officer on their
 2715 workday” within their workweek.

2716 1. Determining what is a workday within a workweek.

- 2717 • Day: 12:00a first day back through 11:59p last work day
- 2718 • Midday: 12:00a first day back through 11:59p last work day
- 2719 • Afternoon: 12:00a first day back through 11:59p last work day
- 2720 • Evening: 12:00a first day back through 11:59p during their last shift even though they work
 2721 beyond to 3:30a (last 3½ hours of work is on their off day)
- 2722 • Night: 12:00a the morning of first day back through 11:59p during their last shift even though

- 2723 they work beyond to 6:45a (last 6¾ hours of work is on their off day)
- 2724 2. What is the actual calendar date of the individual overtime slot (not the roster date you are filling)?
- 2725 That is the date used to determine the pool of officers to choose from.
- 2726 3. The junior officer on their workday is inversed.
- 2727 4. Should no officer on a workday be eligible, then it falls to junior officer on their day off in order of
- 2728 the following pools;
- 2729 a. Officers on regularly scheduled days off with no time off taken on either end.
- 2730 b. Officers on regularly scheduled days off or on off time not associated with one of the three
- 2731 yearly vacation picks.
- 2732 c. Officers on time off associated with one of the three yearly vacation picks including regularly
- 2733 scheduled days off adjacent to that time off.

2734 **DEVIATIONS OF OFFICERS NORMAL WORK SCHEDULE AND APPLICABILITY**

- 2735 • PARTIAL DAY OFF TAKEN (including partial trade off): are still eligible to be inversed so long as the
- 2736 time to be filled is connected to the officer still being on duty. Officer working partial trade cannot
- 2737 be inversed.
- 2738 • WORKING PARTIAL TRADE ON A DAY OFF: are still on their day off and not eligible to be inversed.
- 2739 • FULL TRADE ON A DAY OFF: are considered on a workday.
- 2740 • FULL SHIFT OF OVERTIME ON A DAY OFF: are considered on a workday.
- 2741 • PARTIAL SHIFT OF OVERTIME ON A DAY OFF: are still on their day off and not eligible to be inversed.
- 2742 • WORKING NON-ROAD OT: not eligible to be inversed and not in the “holdover” voluntary pool.

2743 **INVERSING PROTOCOL SCENARIOS 4-7-10**

2744 Time needed: 7:30a – 11:00a: Day shifter calls in at 5:00a shorting the shift. Need an officer at 7:30a.

2745 Full call in must be done as time needed is outside the 2-hour mark. No takers. Inverse junior night

2746 shift officer outgoing not on their regular Friday and works from 6:45pm.

2747 Same time slot needed but was a posting that no one took. Go directly to junior night shift outgoing

2748 and works from 6:45a.

2749 Time needed: 11:00a – 2:15p: Call in was done for the time slot and there were no takers. Junior

2750 afternoon shift officer oncoming gets inversed.

2751 Time needed: 3:30a – 6:15a: Posting came down/call in done and no takers. Junior officer from

2752 evening shift outgoing not on their regular Friday, and day shift oncoming is inversed.

2753 Same time needed, but shortage was due to a night shifter going home sick at 2:00a. This is within the

2754 2-hour mark and junior evening shifter not on their regular Friday is inversed.

2755 Time needed: 6:00p – 7:00p: This abuts the evening shift. Call in/posting was done and no takers.

2756 Junior evening shifter oncoming is inversed.

2757 Time needed: 11:00a – 1:00p: Officer takes the time off sick for a Dr. appointment and it creates a

2758 shortage. A call in/posting is done and no takers. An officer is on OT on their day off until 11:00a but

2759 declines the OT but happens to be junior. Cannot inverse the officer on OT as it is still considered a day

2760 off. Neither time needed abuts a shift. You would need to determine the junior officer on their

2761 workday and inverse.

2762 Time needed: 5:00a: Officer on night shift goes home sick and creates an immediate shortage. 5.7.2.c

2763 kicks in as it is within 3-hours of the end of the shift. Filled by a call in of the day shift. If no takers,

2764 junior officer is inversed.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 4, 2025

PREPARED BY**AGENDA ITEM # N.4**

To approve the 2025 labor agreement between the City of Green Bay and Green Bay Police Supervisory Personnel.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

1. m012425-Finance Committee(Supervisory Agreement)
2. 2025-2026 GB Police Supervisor Agreement - strikethrough
3. 2025-2026 GB Police Supervisor Agreement - Final



INTEROFFICE MEMORANDUM GREEN BAY POLICE DEPARTMENT

January 24, 2025

To: Common Council Personnel Committee

From: Chris Davis
Chief of Police

Subject: 2025-2026 Green Bay Police Department Supervisory Personnel Agreement

I am pleased to present the final draft of the 2025-2026 Green Bay Police Department Supervisory Personnel Agreement. This agreement is the product of collaborative work between the Association and the City, and I believe it meets the needs of both the City and the hard-working Lieutenants who serve in the Green Bay Police Department.

There are a few substantive changes to the agreement from the prior version:

Article 8.6: Previously, Lieutenants and Captains were in the same seniority pool for overtime assignments at Green Bay Packer games, despite the fact that Captains are not members of the Association. Existing language was clarified to state that only lieutenants are able to sign up for Packer game overtime for roles requiring Lieutenants. New language was added stating that Captains and Commanders may be offered supervisory overtime assignments at Packer games if there are not enough Lieutenants signed up to cover the needed positions. This avoids forcing a Lieutenant to work an event when there is a Captain or Commander willing to do so.

Article 8.7: Establishes the principle that an Association employee may not take paid leave and then work an overtime assignment created by their taking the leave.

Article 10: Wage table updated with new rates during the term of the agreement reflecting the increases to the top-step Sergeant wage, upon which the Lieutenant wage is based.

Article 35.7: Establishes a one-year probationary period for newly promoted Lieutenants, during which their performance is evaluated for suitability for permanent appointment. Members who do not successfully complete their probationary period are reverted to the classification they held before promotion.

Article 35.9: Clarifies that a Lieutenant who is reverted, either voluntarily or involuntarily, after the completion of the initial probationary period, is placed at the bottom of the Association's seniority roster.

This agreement is retroactive to January 1, 2025. I will be present at the January 28 Committee Meeting to answer any questions you may have. Thank you for your attention to this important matter.

AGREEMENT

Between

CITY OF GREEN BAY, WISCONSIN

And

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

~~2023-2024~~

2025-2026

TABLE OF CONTENTS

	Page
ARTICLE 1. RECOGNITION/MANAGEMENT RIGHTS	3
ARTICLE 2. PURPOSE OF AGREEMENT	3
ARTICLE 3. BARGAINING UNIT ACTIVITY	4
ARTICLE 4. MAINTENANCE OF STANDARDS.....	4
ARTICLE 5. GRIEVANCE PROCEDURE.....	5
ARTICLE 6. HOURS.....	5
ARTICLE 7. SHIFT ASSIGNMENTS.....	6
ARTICLE 8. OVERTIME	6
ARTICLE 9. RETIREMENT	8
ARTICLE 10. SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES	8
ARTICLE 11. SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY.....	9
ARTICLE 12. CLOTHING ALLOWANCE	10
ARTICLE 13. DUTY INCURRED DISABILITY PAY.....	10
ARTICLE 14. VACATIONS.....	10
ARTICLE 15. VACATION PAY USED FOR SICKNESS	11
ARTICLE 16. SICK LEAVE	11
ARTICLE 17. HEALTH AND DENTAL INSURANCE	13
ARTICLE 18. LIFE INSURANCE	13
ARTICLE 19. JURY DUTY	13
ARTICLE 20. FUNERAL LEAVE	13
ARTICLE 21. DEDUCTIONS	14
ARTICLE 22. HOLIDAYS	14

ARTICLE 23. PERSONAL LEAVE DAYS	15
ARTICLE 24. OTHER FRINGE BENEFITS.....	15
ARTICLE 25. DISCIPLINE	15
ARTICLE 26. LEAVE OF ABSENCE	16
ARTICLE 27. MILITARY LEAVE	16
ARTICLE 28. EDUCATION CREDITS.....	16
ARTICLE 29. DRUG TESTING	17
ARTICLE 30. WAGE HOUR LEGISLATION	24
ARTICLE 31. AMENDMENT PROVISION	24
ARTICLE 32. SAVINGS CLAUSE	24
ARTICLE 33. NO OTHER AGREEMENT	25
ARTICLE 34. CHANGES IN THE TERMS OF THIS AGREEMENT	25
ARTICLE 35. PROMOTIONS.....	25
ARTICLE 36. TERM OF AGREEMENT	26

1 THIS AGREEMENT is made and entered into according to the provisions of Section 111.70 (3) (d),
2 Wis. Stats., by and between the City of Green Bay as municipal employer, (hereinafter called the
3 "City"), and the Bargaining Unit of the Green Bay Police Department Supervisory Personnel,
4 (hereinafter called the "Bargaining Unit").
5

6 ARTICLE 1
7 RECOGNITION/MANAGEMENT RIGHTS
8

9 1.1 The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time
10 supervisory personnel of the Green Bay Police Department having powers of arrest and
11 employed by the City. Such supervisory personnel shall include those persons with the
12 rank of Lieutenant in the matter of wages, hours and working conditions. Supervisory job
13 duties, in all cases except emergency, shall be assigned only to members of the
14 Supervisory unit.
15

16 1.2 MANAGEMENT RIGHTS - The Bargaining Unit recognizes the prerogative of the City,
17 subject to its duties to collectively bargain, to operate and manage its affairs in all respects
18 in accordance with its responsibilities, and the powers and authority which the City has
19 not abridged, delegated or modified by this Agreement, are retained by the City, including
20 the power of establishing policy to hire all employees, to determine qualifications and
21 conditions of continued employment, to dismiss, demote, and discipline for just cause
22 through the appropriate legal process, to determine reasonable schedules of work, to
23 establish the methods and processes by which such work is performed. The City further
24 has the right to establish reasonable work rules, to delete positions from the Table of
25 Organization due to lack of work, lack of funds, or any other legitimate reasons, to
26 determine the kinds and amounts of services to be performed as pertains to City
27 government and the number and kinds of classifications to perform such services, to
28 change existing methods or facilities, and to determine the methods, means and
29 personnel by which City operations are to be conducted. The City agrees that it may not
30 exercise the above rights, prerogatives, powers or authority in any manner which alters,
31 changes or modifies any aspect of the wages, hours or conditions of employment of the
32 Bargaining Unit, or the terms of this agreement as administered, without first collectively
33 bargaining the same or the effects thereof.
34

35 ARTICLE 2
36 PURPOSE OF AGREEMENT
37

38 2.1 It is the intent and purpose of the parties hereto that this agreement shall promote and
39 improve working conditions between the City and the Green Bay Police Department
40 Supervisory Bargaining Unit and to set forth herein rates of pay, hours of work and other
41 terms and conditions of employment to be observed by the parties hereto. In keeping
42 with the spirit and purpose of this agreement the City agrees that there shall be no
43 discrimination by the City against any employee covered by this agreement because of
44 his/her membership or activities in the Bargaining Unit, nor will the City interfere with the

right of such employees to become members of the Bargaining Unit. The City retains all rights, powers or authority that it had prior to this contract. Working conditions previously in effect shall not be reduced during the life of this agreement providing they do not conflict with this agreement. It is generally agreed and understood that members of the supervisory unit of the City of Green Bay Police Department have because of their position, capacities, extraordinary duties and responsibilities in their various departments and that at present these various responsibilities are equated in a salary differentiation between police officers with more than 3½-years experience. It is the general understanding of the parties hereto that these responsibilities of the supervisory unit of the City of Green Bay Police Department will be expressed in an equitable formula.

- 2.2 Neither the Employer nor the Bargaining Unit shall discriminate in any manner whatsoever against any employee because of race, creed, color, national origin, sex, or handicap. The Employer and the Bargaining Unit agree to comply in all respects with the provision of the Age Discrimination in Employment Act of 1967.

ARTICLE 3 BARGAINING UNIT ACTIVITY

- 3.1 The Bargaining Unit agrees to conduct its business off the job as much as possible. The Bargaining Unit shall be allowed to hold its meetings at the Police Department. This article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this agreement, shall not work to prevent certain routine business such as the posting of Bargaining Unit notices and bulletins and like duties. The City agrees to make the necessary space available for the posting of Bargaining Unit notices and bulletins. Business agents or representatives of the Bargaining Unit having business with the officers or individual members of the Bargaining Unit may confer with such officer or members during the course of the working day for a reasonable time, provided that permission is first obtained from the commanding officer, or superior officer of that Bargaining Unit.

- 3.2 The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representative of the Bargaining Unit. The Bargaining Unit committee shall be limited to no more than 3-members who are paid plus one alternate.

ARTICLE 4 MAINTENANCE OF STANDARDS

- 4.1 The employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing

88 of this Agreement, and the conditions of employment shall be improved wherever specific
89 provisions for improvement are made elsewhere in the Agreement.

90
91 ARTICLE 5
92 GRIEVANCE PROCEDURE
93

94 5.1 Both the Bargaining Unit and the City recognize that grievances and complaints should be
95 settled promptly at the earliest possible stage, and that the grievance process must be
96 initiated within 15-days of the incident or within 15-days of the officer learning of the
97 incident. Any grievance not reported or filed within the time limits set forth above shall
98 be invalid and void.

99
100 5.2 Any difference of opinion or misunderstanding which may arise between the City and the
101 Bargaining Unit shall be handled in the following manner:

102
103 5.2.1 The aggrieved employee shall present the grievance in writing to the Chief of
104 Police either alone or with a Bargaining Unit representative.

105
106 5.2.2 If the grievance is not resolved to the satisfaction of all parties within 3-working
107 days (Saturday, Sunday, and Holidays excluded), either party may submit said
108 grievance, in writing, to the appropriate City Council Committee.

109
110 5.2.3 All other grievances relating to wages, hours, and working conditions or any other
111 matter under the jurisdiction of the Chief shall be directed to the Chief of Police.
112 The Chief of Police, in his/her discretion, may hold an informal meeting with all
113 parties involved or refer the matter directly to the appropriate City Council
114 Committee.

115
116 5.2.4 It is not the intention of the parties to circumvent or contravene any City
117 Ordinance or State Law. If there is any conflict or ambiguity insofar as any phrase,
118 sentence, or paragraph of this contract is concerned, then the ordinance or State
119 law shall apply.

120
121 5.2.5 Nothing herein shall limit any employee from his/her rights to a hearing pursuant
122 to Wisconsin Statutes including Wisconsin Statute 62.13 or other Wisconsin
123 Statutes in case formal charges are filed against him/her.

124
125 ARTICLE 6
126 HOURS
127

128 6.1 Non-Shift Employees. The normal 1964.5 hour work schedule for non-shift employees
129 will be 5-days on, 2-days off; 4-days on, 3-days off, with every other Friday scheduled off.
130 Non-shift employees will receive approximately the same number of days off per year as
131 the shift employees. This will be accomplished by allowing non-shift employees to select

their days off on a monthly basis. These days off shall be known as flex days. Non-shift employees are expected to select Saturdays and Sundays first as flex days. Selection of any additional flex days will be governed by staffing needs of the division the employees work in and will be authorized only if the division's workload allows. The normal work day for non-shift employees will be 8½-hours per day.

ARTICLE 7 SHIFT ASSIGNMENTS

7.1 Shift Assignments. Assignments to shift positions will be based on seniority in rank. However, when the Police Chief determines that it is in the best interest of the Department based on special skills, performance, and/or qualifications for the position, etc. the Chief may make shift assignments outside of seniority order. It is contemplated that assignments to shift positions shall be made only when a vacancy exists in such a position. In the case of Lieutenants seniority shall mean seniority in rank.

7.2 Multi-Jurisdictional Drug Enforcement Unit.

7.2.1 Hours of employees assigned to the Multi-Jurisdictional Drug Enforcement Unit may vary from those provided in Article 6, Hours. Employees assigned to the Unit will be paid for all hours worked. Overtime hours shall be paid in accordance with Article 8, Overtime. It is recognized that all applicable requirements of the Fair Labor Standards Act shall apply.

7.2.2 Due to the nature of work anticipated within the Multi-Jurisdictional Drug Enforcement Unit a time commitment may be required of employees assigned to the Unit. Such time commitment shall not operate to deny anyone holding the position to receive any possible promotion which may occur.

ARTICLE 8 OVERTIME

8.1 Rate: Employees will be compensated at the rate of 1½ their normal hourly salary for all hours worked outside of their regular work hours.

8.2 Overtime shall be authorized by the Chief of Police or the Chief's designee.

8.3 Except as provided below, overtime shall not be allocated or assigned where it would result in an officer working more than 14-1/4 hours, in a combination of overtime, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is an 8-hour break in on-duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. Hours related to emergency circumstances, court, Packer games or Americafest shall be an exception to the 14-1/4 hour limit. Overtime may be refused where there is a legitimate safety concern.

- 176
- 177 8.4 Overtime/Compensatory Time: Compensatory time shall be limited to an accumulation
- 178 of 100-hours derived from holiday work or overtime. In the instance of those already over
- 179 100 hours as of the date of this agreement, the maximum accumulation of compensatory
- 180 time of any nature whatsoever shall be frozen at current levels not to exceed 480 hours.
- 181
- 182 8.5 Court Cancellation Procedure: The afternoon shift commander will be notified of any
- 183 court cancellations. It then becomes the responsibility of the officer to call the shift
- 184 commander after 5 P.M. on the day prior to the scheduled court date as to whether or
- 185 not the court appearance has been canceled.
- 186
- 187 8.5.1 The shift commander will record all such calls by date and time in a log book; that
- 188 is, if an officer appears at court and the case has been canceled, he/she will receive
- 189 the pay for the court appearance only if he/she had called in after 5:00 P.M. the
- 190 prior day and was not notified of the cancellation. If the officer had not called in
- 191 the prior day, he/she will not receive the pay.
- 192
- 193 8.5.2 On those occasions when court appearances are canceled after 5:00 P.M., the shift
- 194 commander will attempt to contact the officer with the cancellation if the officer
- 195 had already called in. If the officer is contacted 12-hours before the scheduled
- 196 court appearance, the officer will not receive pay.
- 197
- 198 8.6 Overtime for Green Bay Packer Games.
- 199
- 200 8.6.1 A posting shall be placed on the bulletin board once each year during the months
- 201 of June or July and all officers interested in working Packer games are requested
- 202 to sign the posting. This posting shall contain the anticipated staffing needs for the
- 203 games.
- 204
- 205 8.6.2 ~~Captains and Lieutenants~~ who sign the above said posting shall be assigned to
- 206 work each of the Packer games in the year in question on the basis of promoted
- 207 seniority ~~(includes Captains and Lieutenants)~~.
- 208
- 209 ~~8.6.3 In the event that there are not enough patrol Lieutenants signing the posting to~~
- 210 ~~provide a full complement of field directors, Lieutenants who are scheduled to~~
- 211 ~~work the day of the game on the shifts not on duty during the game shall be~~
- 212 ~~assigned to work as field directors on the basis of inverse seniority.~~ **In the event**
- 213 **there are not enough Lieutenants signing the posting to cover the positions where**
- Lieutenants are needed, vacant positions may be offered to Captains and**
- Commanders. If there are still vacancies, they shall be filled on the basis of inverse**
- seniority.**

8.6.4 In the event that any officer who has signed the above said posting to work the Packer games later decides not to work any given game, such officer shall have the right to remove his/her name from the posting for any game by giving at least 10-days advance notice of such removal before the game in question.

8.6.5 Lieutenants working overtime for Packer games shall be compensated at twice (2x) their regular rate of pay for all hours worked.

8.7 An employee shall not work an overtime assignment caused by their taking vacation or other paid leave.

ARTICLE 9 RETIREMENT

9.1 Employees to make the same Wisconsin Retirement System (WRS) contribution as general municipal employees effective June 30, 2013.

ARTICLE 10 SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES

10.1 All personnel shall be paid bi-weekly.

10.2 Salary increases to occur the first day of the payroll period in which the effective date occurs.

LIEUTENANT		1/1/2025	1/1/2026	7/1/2026	12/31/2026
Step 1	Hourly	\$51.10	\$52.63	\$53.16	\$53.43
	Bi-Weekly	\$3,861.45	\$3,977.29	\$4,017.06	\$4,037.15
Step 2	Hourly	\$52.32	\$53.88	\$54.42	\$54.69
	Bi-Weekly	\$3,952.95	\$4,071.54	\$4,112.25	\$4,132.81

Rates for Lieutenant pay are based upon a set increase above Patrol Sergeant wage rates as follows: ~~Step 1 is a 4% increase, Step 2 is a 5.5% increase, and Step 3 is an 8% increase.~~ Step 1 is a 5.5% increase, and Step 2 is an 8% increase.

~~Eligibility for the performance based step will be based on experience as a City of Green Bay Lieutenant and performance.~~

ARTICLE 11
SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY

11.1 All employees not assigned to the day shift shall receive, in addition to their base pay, an amount equal to the monthly amount designated below based upon the hourly rate for employee. The shift differential pay shall be on a monthly basis, but paid with the employee's bi-weekly pay. Shift differential pay shall be administered in the same manner as when it was expressed in dollar amounts.

Afternoon Shift	4 hours/Month
Night and Power Shift	5 hours/Month

11.2 Minimum Call-in Time: Employees will be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½ hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off, scheduled vacation, or off-time. This call-in time shall be compensated at the straight time rate of pay.

11.2.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours at their straight time rate.

11.3 Standby Pay: Officers asked to be available for immediate call to duty shall receive \$1.50 for all hours in which they are on standby. When actually called to duty, they shall be compensated according to Article 8, Overtime of this agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority among those signing a posting.

11.4 Field Training Supervisor Pay: Field Training Supervisor pay will be paid at a flat rate of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week training cycle payable the first pay period following completion of training cycle.

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ARTICLE 12
CLOTHING ALLOWANCE

- 12.1 Each employee of the Police Department shall have an account to be known as “Clothing Allowance.” The Chief of the Police Department shall have discretion as to types of clothing to be purchased by employees of the Police Department.
- 12.2 In the case of personnel assigned to plain clothes assignments (Investigations, Administration) the maximum annual clothing allowance shall be \$613.00 effective January 1, 2013 for employees on the payroll on date of ratification.
- 12.3 In the case of personnel assigned to the Operations Division (uniform personnel) the maximum annual clothing allowance shall be \$572.00 effective January 1, 2013 for employees on the payroll on date of ratification.

ARTICLE 13
DUTY INCURRED DISABILITY PAY

- 13.1 An employee injured in the line of duty shall receive full pay when disabled, not to exceed 180-days.

ARTICLE 14
VACATIONS

- 14.1
- | In This Year of
Employment including
probationary period | Employee Will Receive
This Number of Working
Days Vacation |
|--|--|
| 1 | 8 |
| 2 | 13 |
| 6 | 16 |
| 7 | 18 |
| 9 | 19 |
| 11 | 21 |
| 13 | 24 |
| 15 | 25 |
| 17 | 26 |
| 18 | 27 |
| 19 | 28 |
| 20 | 30 |
- 14.2 All vacation picks and off time shall be based on bargaining unit seniority regardless of department seniority or time in rank.

ARTICLE 15

VACATION PAY USED FOR SICKNESS

- 15.1 Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

ARTICLE 16
SICK LEAVE

- 16.1 Police officers shall be granted sick leave with pay at the rate of 1-working day for each full month of service with no limit on accumulation. All sick leave shall be subject to administration by the Police Chief. An employee may use sick leave or emergency leave for absences necessitated by injury or illness to self or family. Employee using sick leave for injury or illness to self will not be allowed to work previously posted and signed for overtime within 8-hours of sick leave use.

- 16.2 Sick leave may be used for illness in the immediate family of an employee. What constitutes the immediate family of an employee for the purpose of using sick leave for illness shall be according to the rules established by the Common Council as to what constitutes an immediate family for each of these two purposes.

- 16.3 In order to be granted sick leave with pay, an employee must:

16.3.1 Report promptly to the proper department officer the reason for his/her absence.

16.3.2 Keep the proper department officer informed of his/her condition.

16.3.3 Permit the City to make such medical examination or nursing visit as it deems desirable.

16.3.4 Submit a medical certificate for any absence of more than 3-consecutive working days, if requested by the City.

- 16.4 Health Insurance Payment Program. At the time of retirement, the employee's sick leave up to a maximum of 135 accumulated days shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5-years of employment prior to retirement, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. Payment for sick leave upon retirement will be at an amount equalized between the Fire and Police Departments. However, when an employee reaches the age of 65 and the employee's spouse is still

under the age of 65, the account can still be used by the spouse to pay health insurance until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below, of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

- 100% for employees retiring under disability retirement.
- 100% for employees retiring into the State Retirement System.

After the amount expended for any employee reaches the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

During the five years before an officer's normal retirement date, the officer may convert accumulated and unused vacation or other compensable off-time to sick leave days on the same basis as presently allowed in the firefighter labor agreement.

16.4.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed amount for health insurance premium payment purposes.

16.4.2 Dependent children, in accordance with regular City policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will terminate the eligibility of dependent children for this benefit.

16.4.3 When the death of a protective service employee occurs either before or after retirement, the estate shall receive up to a maximum of 135 days accumulated sick leave in the employee's account to apply toward paying health insurance premiums.

16.4.4 This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by the City of Green Bay.

16.4.5 If death of a covered bargaining unit employee occurs before retirement, payment of up to a maximum of 135 days of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.

403 16.4.6 An employee who has retired or in case of his/her death, the spouse has the right
404 to leave the amount credited to the escrow account for "Health Insurance
405 Purposes" until the end of the calendar year he/she obtains age 63. At that time,
406 they shall have to begin using the escrow account for "Health Insurance
407 Purposes."
408

409 16.5 Catastrophic Illness: During the period 3-years prior to the employee's normal retirement
410 date (attainment of 53rd birthday), if the employee is injured or ill for more than 50-
411 consecutive calendar days but less than 6-calendar months, there will be no reduction
412 from the employee's sick leave accumulation. In order to be eligible for this benefit the
413 employee must have reached 135 accumulated sick leave days at some point in his/her
414 career, and the employee shall perform alternative duty if it is available and if the
415 employee is capable of performing same.
416

417 ARTICLE 17
418 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS
419

420 17.1 Employees will participate and pay health insurance premiums in accordance with the
421 City's Health 1265 program.
422

423 17.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
424 dental insurance benefits.
425

426 ARTICLE 18
427 LIFE INSURANCE
428

429 18.1 All Police Officers shall receive the present life insurance program at no cost to the
430 individual officer.
431

432 18.2 Employees shall have the option to purchase additional life insurance for themselves.
433 Additionally, life insurance for spouse and dependent children shall be made available as
434 an option for each dependent. Employees shall pay all premium costs for the additional
435 optional insurance through payroll deductions.
436

437 ARTICLE 19
438 JURY DUTY
439

440 19.1 An employee may be granted a leave of absence with pay if called for jury duty. Any
441 compensation derived from such duty shall be turned over to the City.
442

443 ARTICLE 20
444 FUNERAL LEAVE
445

446 20.1 Each employee shall be entitled to the following funeral leave:

20.1.1 When there is a death in the immediate family of an employee, ("immediate family" being defined as that of employee's spouse, parent, child of employee, grandchildren, grandparents, step parents, brother, sister, mother in law, or father in law) a maximum of 3-working days will be granted with pay to such employee. Travel time to and from the funeral may be taken in addition to the 3- days referred to with the approval of the department head and may, at the employee's option, be counted as sick leave or vacation.

20.1.2 When there is a death in the family of an employee, ("family" being defined as the spouse's grandparents, son in law, daughter in law, brother in law, sister in law, aunt, or uncle of the employee or spouse) a maximum of 2-working days pay will be granted to such employee.

20.1.3 All employees who act as pallbearers for any deceased person whose funeral takes place during regular working hours may also be granted time off, with pay, with the permission of his/her commanding officer.

ARTICLE 21 DEDUCTIONS

21.1 The City agrees to deduct from the paycheck of each supervisory employee, by written authorization from said employee, a sum to defray Bargaining Unit costs and remit said amount to a designated Bargaining Unit officer at the end of the fiscal year (December).

ARTICLE 22 HOLIDAYS

22.1 Holidays included in this agreement are:

New Year's Day	Thanksgiving Day	Labor Day
Independence Day	Memorial Day	Easter Sunday
Christmas Day	President's Day	Columbus Day

22.2 One holiday to be designated jointly between the Bargaining Unit and the Chief Administrative Officer of the Police Department.

22.3 All shift personnel shall receive 1-day's pay at straight (1x) time for each of the above stated holidays, whether or not the employee works the holiday in question, and all shift personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours of pay or compensatory time subject to the maximum accumulation provision for each such holiday provided that officers who are regularly scheduled to work who call in sick for non work related reasons shall not receive such 8-hours time. Non shift officers whose regular day off falls on any of the above holidays will receive another full day off

or will receive 8-hours compensatory time subject to the maximum accumulation provision for each holiday involved. Non shift employees who work a holiday shall receive additional 1½ pay and 4-hours pay or compensatory time subject to the maximum accumulation provision for each holiday so worked. Shift employees who are called in to work a holiday that falls on their regular scheduled day off will be paid double time (2x).

- 22.4 Holidays shall be worked by those persons on the respective shifts who would normally work on the holiday in question, and in the event there are more persons who would normally work said shift than positions to be worked on such holiday, then the persons to work on such holidays shall be selected on the basis of seniority among those qualified.

ARTICLE 23 PERSONAL LEAVE DAYS

- 23.1 Regular full-time employees shall be eligible for 4-personal leave days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The employee shall provide at least 7-days notice for a day off, except that such notice can be waived by mutual agreement of the employer and the employee. The number of personal leave days earned shall be prorated for new full-time employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City unless the employee terminates employment by eligibility and acceptance to the State Retirement System, disability, or death.

ARTICLE 24 OTHER FRINGE BENEFITS

- 24.1 It is provided that Lieutenants shall receive the same fringe benefits as those presently held by Specialist Is, Specialist IIs, and Police Officers, and that any increase in fringe benefits received by said Specialist Is, Specialist IIs, and Police Officers shall inure to the Lieutenants.

ARTICLE 25 DISCIPLINE

- 25.1 For disciplinary purposes, administrative or otherwise, the substantive rules and regulations for the conduct of members of the Police Department shall be as set forth in "City of Green Bay Police Department Rules and Regulations" (1961), and such may be amended from time to time by the City of Green Bay, subject to potential bargaining obligations as provided in Article 1 of the Labor Agreement Recognition/Management Rights. In the event such rules and regulations conflict with the Ordinances of the City of Green Bay, laws of the State of Wisconsin or United States, or this agreement, said ordinances, laws or agreement shall prevail.

- 534 25.2 Suspension, dismissal and reduction in rank of employees from the Police Department
535 shall be governed by the procedure set forth in Section 62.13 of the Wisconsin Statutes.
536
537

538 ARTICLE 26
539 LEAVE OF ABSENCE
540

- 541 26.1 The Chief of the Police Department, in consultation with the City Personnel Committee,
542 may authorize special leaves of absence with or without pay for any period or periods not
543 to exceed 3-calendar months in any 1-calendar year for the purpose of attending a
544 college, university or recognized law enforcement seminar to train in subjects related to
545 the work of department personnel or benefit to both the employees and the City.
546

- 547 26.2 The Chief of the Police Department may authorize an employee to be absent without pay
548 for personal reasons for a period or periods not to exceed 10-working days in any calendar
549 year including but not limited to the allowances under State or Federal Family and
550 Medical Leave Laws.
551

- 552 26.3 The City Personnel Committee, upon recommendation of the Police Chief, may grant
553 leaves of absence with or without pay in excess of the limitations above for the purpose
554 of attending courses of training at a recognized college or university and for other
555 purposes that are deemed beneficial to the City.
556

557 ARTICLE 27
558 MILITARY LEAVE
559

- 560 27.1 Personnel of the Police Department, who leave or have left the City service by request of
561 the Federal Government, to enter active service of the Armed Forces of the United States,
562 and return within 4-years, shall be entitled to their departmental seniority and the rate
563 of pay and position they would have been entitled to had their service with the Police not
564 been interrupted by service in the Armed Forces.
565

566 ARTICLE 28
567 EDUCATION CREDITS
568

- 569 28.1 Benefit. The City shall reimburse tuition costs and book costs, as defined below, upon
570 successful completion of approved Police Science courses. The student must attain a
571 grade of C or higher to qualify for reimbursement. Approved Police Science courses are
572 defined as any course required for the attaining of a degree in police career enhancement
573 and previously approved by the Chief of Police.
574

- 575 28.2 Reimbursement. The reimbursement for tuition shall be 100% at the UWGB rate for
576 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book
577 reimbursement shall be the actual cost of the book(s) in question or a total of \$50.00

whichever is less, provided that upon reimbursement the book(s) shall be turned over to the department library. Reimbursement for tuition shall be limited to \$1,200.00 per year, per student. The City shall have the right to claim reimbursement for any tuition reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

ARTICLE 29 DRUG TESTING

29.1 Purpose. The purpose of this policy is to provide all sworn employees with notice of the provisions of the department drug testing program.

29.2 Discussion.

29.2.1 It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

29.2.2 The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus job performance.

29.2.3 Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

29.2.4 Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

29.3 Definitions.

29.3.1 Sworn Employee - Those employees who have been formally vested with full law enforcement powers and authority.

29.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.

29.3.3 Drug Test - The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

29.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary prudent and cautious person to believe that an individual is using or under the influence of drugs or other controlled substances.

29.3.5 Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a law enforcement officer.

29.4 Procedures.

29.4.1 Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

- (a) No employee shall illegally possess any controlled substance.
- (b) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- (c) Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
- (d) Any employee, having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.
- (e) Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

29.4.2 Applicant Drug Testing

- (a) Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

(b) Applicants shall be disqualified from further consideration for employment under the following circumstances:

1. Refusal to submit to a required drug test; or
2. A confirmed positive drug test indicating drug use prohibited by this policy.

29.4.3 Probationary Employee Drug Testing

(a) All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the chief or his/her designee, and shall not exceed 2-tests during the probationary period.

29.4.4 Employee Drug Testing

Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

- (a) All sworn officers shall be required to submit to a drug test prior to January 1, 1991. Officers receiving inpatient treatment for a dependency problem at the time of the mass testing shall not be tested.
- (b) A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- (c) A drug test will be administered as part of all promotional procedures.
- (d) Members of the following units, as a condition of their assignment to the unit, shall be subject to random drug testing no more than 2-times in a calendar year:
 1. Emergency Response Unit.
 2. Metropolitan Drug Enforcement Unit.
 3. Officers assigned drug investigations on a regular basis.

Any member, who refuses to submit to this form of testing for judgment, fitness, and readiness for duty, shall be immediately removed from their special assignments.

(e) Any sworn officer of this department who is directly involved in a serious police incident shall be required by his/her supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A serious incident is defined as:

1. Discharge of a firearm at a human being or a vehicle in which human beings are contained.
2. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test will be required. A directly involved officer is one who actually discharges the weapon in case #1 or is the driver of the police vehicle in case #2.

(f) Any officer, who, in the carrying on of his/her police duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions.

1. The officer was in physical danger if he/she did not ingest the drug or narcotic substance.
2. Nothing in this policy shall be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in (f) 1.

(g) Beginning in 1992, the department shall randomly test up to 10% of the bargaining unit. Such test shall occur once per year per shift with no announcement of time or date. The method for random selection shall be such that each member of the bargaining unit has an equal chance of being selected.

29.4.5 Drug Testing Procedures.

(a) The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.

(b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID that is government or employer

issued.

- (c) A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- (d) The bathroom facility of the testing area shall be private and secure.
 - 1. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- (e) Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted not more than 8-hours to give a sample; during which he/she shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- (f) Employee shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney should the original sample result in a legal dispute or the chain-of-custody be broken.
- (g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- (h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

29.4.6 Drug Testing Methodology.

- (a) The testing or processing phase shall consist of a two-step procedure:
1. Initial screening test
 2. Confirmation test
- (b) The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending.” Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
- (c) A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test.
- | | |
|-----------------|----------|
| Amphetamines | 500 ng/1 |
| Barbiturates | 500 ng/1 |
| Cocaine | 300 ng/1 |
| Opiates | 300 ng/1 |
| THC | 100 ng/1 |
| PCP | 25 ng/1 |
| Benzodiazepines | 200 ng/1 |
| Methadone | 25 ng/1 |
- (f) Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.
- | | |
|----------------------|--------|
| Marijuana metabolite | 15* |
| Cocaine metabolite | 150** |
| Opiates: | |
| Morphine | 300** |
| Codeine | 300*** |

837 Phencyclidine 25
838 Amphetamines:
839 Amphetamine 500
840 Methamphetamine 500
841
842 * Delta-9 tetrahydrocannabinol-9-carboxylic acid
843 ** Benzoylcegonine
844 *** 25ng/ml if immunoassay-specific for free morphine
845
846 (g) The laboratory selected to conduct the analysis shall be experienced and
847 capable of quality control, documentation, chain-of-custody, technical
848 expertise, and demonstrated proficiency in urinalysis.
849
850 (h) Employees having negative drug test results shall receive a memorandum
851 stating that no illegal drugs were found. If the employee requests such, a
852 copy of the letter will be placed in the employee's personnel file.
853
854 (i) Any employee who breaches the confidentiality of testing information
855 shall be subject to discipline.
856
857 29.4.7 Chain of Evidence - Storage
858
859 (a) Each step in the collecting and processing of the urine specimens shall be
860 documented to establish procedural integrity and the chain-of-custody.
861
862 (b) Where a positive result is confirmed, urine specimens shall be maintained
863 in secured, refrigerated storage for one (1) year.
864
865 29.4.8 Drug Test Results
866
867 (a) All records pertaining to department-required drug tests shall remain
868 confidential, and shall not be provided to other employers or agencies
869 without the written permission of the person whose records are sought.
870
871 (b) Drug test results and records shall be retained in the employee's personnel
872 file for an indefinite period.
873
874 29.5 Actions Taken/Positive Results
875
876 29.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,
877 barbiturates, or any other major drug of abuse or illegal drug, the officer's
878 employment shall be terminated. If the test is determined to be inconclusive, then
879 the City shall not have just cause for termination.

(a) The exception shall be forced use as defined in Section (4) (f) 1.

29.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

(a) The officer shall be subject to mandatory random testing for a period of two (2) years.

(b) The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.

(c) A second positive test for marijuana shall be grounds for termination.

29.5.3 A positive test shall be defined as a confirmation test which establishes conclusively that the officer has ingested one of the drugs in question.

29.6 Refusal to Submit

29.6.1 Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 30 WAGE HOUR LEGISLATION

30.1 In the event Federal or State legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set in this agreement, the work week and day as set shall be re-negotiable.

ARTICLE 31 AMENDMENT PROVISION

31.1 This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the City and the Bargaining Unit where mutually agreeable. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 32 SAVINGS CLAUSE

- 32.1 If any article or section of this agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected hereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 33 NO OTHER AGREEMENT

- 33.1 The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.
- 33.2 All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties during this agreement shall be incorporated into the body of the next successor agreement.

ARTICLE 34 CHANGES IN THE TERMS OF THIS AGREEMENT

- 34.1 If either party desires to negotiate any changes in this agreement to become effective after the end of the term of this agreement or any extension thereof, they shall notify the other party in writing of their desire to enter into such negotiating prior to July 1.

ARTICLE 35 PROMOTIONS

- 35.1 Authority: The City retains the right to establish, control, and determine the promotional selection process and perform any managerial function not specifically limited by this Article. Promotions to the position of Lieutenant will be at the discretion of the Police Chief with confirmation by the Police and Fire Commission.
- 35.2 Announcements: Notice of intent to fill a vacancy or pending vacancy will be announced in roll call and posted on a department bulletin board for a period of not less than 2-months prior to the start of the promotional process. The posting will include application closing date, minimum job qualifications, testing procedures and weighting levels as determined by the Police Chief.
- 35.3 Experience: Applicants for the position of Lieutenant must have a minimum of 7-years of experience as a Green Bay Police Officer. Applicant must be a current sworn full-time police officer for the City of Green Bay for the preceding consecutive 5-years with the remaining 2-years being satisfied with any combination of the following: full-time sworn Green Bay police officer, full-time sworn police officer with another law enforcement

agency, or full-time military police officer with an honorable discharge.

35.4 Exam Weights: The announcement will list the job dimensions to be tested in the exam and the weights of each examination phase.

35.5 Application: Interested officers will submit a letter of interest and résumé to the Police Chief by the deadline established in the written announcement.

35.6 Eligibility List: The Police Department will maintain an eligibility list that expires 1-year after the date of approval of the list by the Police and Fire Commission.

35.7 Probationary Period. ~~All promoted employees will serve a minimum probationary period of 1-year uninterrupted by any type of service break.~~ The City and the Association recognize the need to observe and evaluate the performance of promoted members during a probationary period to determine if the member is suited for the position. The probationary period for promoted employees shall be 1-year uninterrupted by any type of service break.

35.7.1 The Chief of Police or designee may reasonably extend the probationary period by up to 6-months.

35.7.2 Members who do not successfully complete their promotional probationary period, as determined by the City, shall revert to their former classification. In the case of a Captain or Commander promoted from the rank of Lieutenant who is reverted to the rank of Lieutenant during the probationary period, the reverted Lieutenant shall retain all earned seniority at the time of promotion. This provision shall also apply to a voluntary reversion to the rank of Lieutenant during the probationary period.

35.8 Reversion to the Rank of Lieutenant Outside the Probationary Period. An employee reverted to the rank of Lieutenant from a promoted position (i.e. Captain or Commander) shall be placed at the bottom, least senior of the Lieutenant supervisory group. This shall apply whether the reversion is voluntary or pursuant to disciplinary action.

Notice. In the event of changes to the promotional process or policy, the Police Chief will provide a minimum of a 14-calendar day notice to the Union and at the request of the union meet to discuss the changes.

ARTICLE 36 TERM OF AGREEMENT

36.1 This contract shall be binding on both parties and effective from the 1st day of January, 2023 2025 to and including the 31st day of December, 2024 2026.

1010 IN WITNESS WHEREOF, the parties hereto have executed this agreement as ratified by the
1011 Police Supervisory Unit and approved by the City **Common** Council on ~~September 19, 2023~~.
1012

1013 CITY OF GREEN BAY

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

Mayor

President

Chief of Operations

Police Chief

ATTEST:

City Clerk

APPENDIX A
PHYSICAL FITNESS INCENTIVE PROGRAM

1. Effective for the 2018 calendar year and each year thereafter, employees covered under this contract will be eligible for an annual physical fitness incentive of up to \$540 annually by successful completion of a City designed physical fitness course (PFC). The initial design of the course will be the entry level officer fitness course test. Scheduling of the PFC, makeup and/or PFC retest will be determined by the Chief of Police or designee.
2. An employee who successfully completes the PFC with a passing time will receive an incentive payment of \$540.
3. If an employee does not pass the PFC on their first attempt they have the following options:
 - a. An employee completing the course but not passing may receive \$100 for completion of the course, or;
 - b. that employee may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The employee will be allowed to retake the PFC at the next available makeup date. If an employee passes the PFC on their second attempt they will receive an incentive payment of \$270 in that calendar year.
4. All payments are subject to appropriate tax deductions and will be WRS eligible.
5. An employee who is incapacitated during the PFC test may test at an alternate time established by the City. In the event an employee has a medical restriction preventing participation in a particular portion of the PFC, the City will establish an alternate testing procedure

AGREEMENT

Between

CITY OF GREEN BAY, WISCONSIN

And

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

2025-2026

TABLE OF CONTENTS

	Page
ARTICLE 1. RECOGNITION/MANAGEMENT RIGHTS	3
ARTICLE 2. PURPOSE OF AGREEMENT	3
ARTICLE 3. BARGAINING UNIT ACTIVITY	4
ARTICLE 4. MAINTENANCE OF STANDARDS.....	4
ARTICLE 5. GRIEVANCE PROCEDURE	5
ARTICLE 6. HOURS	5
ARTICLE 7. SHIFT ASSIGNMENTS	6
ARTICLE 8. OVERTIME	6
ARTICLE 9. RETIREMENT	8
ARTICLE 10. SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES.....	8
ARTICLE 11. SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY.....	9
ARTICLE 12. CLOTHING ALLOWANCE	10
ARTICLE 13. DUTY INCURRED DISABILITY PAY.....	10
ARTICLE 14. VACATIONS.....	10
ARTICLE 15. VACATION PAY USED FOR SICKNESS	11
ARTICLE 16. SICK LEAVE.....	11
ARTICLE 17. HEALTH AND DENTAL INSURANCE	13
ARTICLE 18. LIFE INSURANCE	13
ARTICLE 19. JURY DUTY	13
ARTICLE 20. FUNERAL LEAVE.....	13
ARTICLE 21. DEDUCTIONS	14
ARTICLE 22. HOLIDAYS	14

ARTICLE 23. PERSONAL LEAVE DAYS	15
ARTICLE 24. OTHER FRINGE BENEFITS.....	15
ARTICLE 25. DISCIPLINE	15
ARTICLE 26. LEAVE OF ABSENCE	16
ARTICLE 27. MILITARY LEAVE	16
ARTICLE 28. EDUCATION CREDITS.....	16
ARTICLE 29. DRUG TESTING	17
ARTICLE 30. WAGE HOUR LEGISLATION	24
ARTICLE 31. AMENDMENT PROVISION	24
ARTICLE 32. SAVINGS CLAUSE	24
ARTICLE 33. NO OTHER AGREEMENT	25
ARTICLE 34. CHANGES IN THE TERMS OF THIS AGREEMENT	25
ARTICLE 35. PROMOTIONS	25
ARTICLE 36. TERM OF AGREEMENT	26

1 THIS AGREEMENT is made and entered into according to the provisions of Section 111.70 (3) (d),
2 Wis. Stats., by and between the City of Green Bay as municipal employer, (hereinafter called the
3 "City"), and the Bargaining Unit of the Green Bay Police Department Supervisory Personnel,
4 (hereinafter called the "Bargaining Unit").
5

6 ARTICLE 1
7 RECOGNITION/MANAGEMENT RIGHTS
8

9 1.1 The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time
10 supervisory personnel of the Green Bay Police Department having powers of arrest and
11 employed by the City. Such supervisory personnel shall include those persons with the
12 rank of Lieutenant in the matter of wages, hours and working conditions. Supervisory job
13 duties, in all cases except emergency, shall be assigned only to members of the
14 Supervisory unit.
15

16 1.2 MANAGEMENT RIGHTS - The Bargaining Unit recognizes the prerogative of the City,
17 subject to its duties to collectively bargain, to operate and manage its affairs in all respects
18 in accordance with its responsibilities, and the powers and authority which the City has
19 not abridged, delegated or modified by this Agreement, are retained by the City, including
20 the power of establishing policy to hire all employees, to determine qualifications and
21 conditions of continued employment, to dismiss, demote, and discipline for just cause
22 through the appropriate legal process, to determine reasonable schedules of work, to
23 establish the methods and processes by which such work is performed. The City further
24 has the right to establish reasonable work rules, to delete positions from the Table of
25 Organization due to lack of work, lack of funds, or any other legitimate reasons, to
26 determine the kinds and amounts of services to be performed as pertains to City
27 government and the number and kinds of classifications to perform such services, to
28 change existing methods or facilities, and to determine the methods, means and
29 personnel by which City operations are to be conducted. The City agrees that it may not
30 exercise the above rights, prerogatives, powers or authority in any manner which alters,
31 changes or modifies any aspect of the wages, hours or conditions of employment of the
32 Bargaining Unit, or the terms of this agreement as administered, without first collectively
33 bargaining the same or the effects thereof.
34

35 ARTICLE 2
36 PURPOSE OF AGREEMENT
37

38 2.1 It is the intent and purpose of the parties hereto that this agreement shall promote and
39 improve working conditions between the City and the Green Bay Police Department
40 Supervisory Bargaining Unit and to set forth herein rates of pay, hours of work and other
41 terms and conditions of employment to be observed by the parties hereto. In keeping
42 with the spirit and purpose of this agreement the City agrees that there shall be no
43 discrimination by the City against any employee covered by this agreement because of
44 his/her membership or activities in the Bargaining Unit, nor will the City interfere with the

right of such employees to become members of the Bargaining Unit. The City retains all rights, powers or authority that it had prior to this contract. Working conditions previously in effect shall not be reduced during the life of this agreement providing they do not conflict with this agreement. It is generally agreed and understood that members of the supervisory unit of the City of Green Bay Police Department have because of their position, capacities, extraordinary duties and responsibilities in their various departments and that at present these various responsibilities are equated in a salary differentiation between police officers with more than 3½-years experience. It is the general understanding of the parties hereto that these responsibilities of the supervisory unit of the City of Green Bay Police Department will be expressed in an equitable formula.

- 2.2 Neither the Employer nor the Bargaining Unit shall discriminate in any manner whatsoever against any employee because of race, creed, color, national origin, sex, or handicap. The Employer and the Bargaining Unit agree to comply in all respects with the provision of the Age Discrimination in Employment Act of 1967.

ARTICLE 3 BARGAINING UNIT ACTIVITY

- 3.1 The Bargaining Unit agrees to conduct its business off the job as much as possible. The Bargaining Unit shall be allowed to hold its meetings at the Police Department. This article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this agreement, shall not work to prevent certain routine business such as the posting of Bargaining Unit notices and bulletins and like duties. The City agrees to make the necessary space available for the posting of Bargaining Unit notices and bulletins. Business agents or representatives of the Bargaining Unit having business with the officers or individual members of the Bargaining Unit may confer with such officer or members during the course of the working day for a reasonable time, provided that permission is first obtained from the commanding officer, or superior officer of that Bargaining Unit.

- 3.2 The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of delegated employee representative of the Bargaining Unit. The Bargaining Unit committee shall be limited to no more than 3-members who are paid plus one alternate.

ARTICLE 4 MAINTENANCE OF STANDARDS

- 4.1 The employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing

of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in the Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Both the Bargaining Unit and the City recognize that grievances and complaints should be settled promptly at the earliest possible stage, and that the grievance process must be initiated within 15-days of the incident or within 15-days of the officer learning of the incident. Any grievance not reported or filed within the time limits set forth above shall be invalid and void.

5.2 Any difference of opinion or misunderstanding which may arise between the City and the Bargaining Unit shall be handled in the following manner:

5.2.1 The aggrieved employee shall present the grievance in writing to the Chief of Police either alone or with a Bargaining Unit representative.

5.2.2 If the grievance is not resolved to the satisfaction of all parties within 3-working days (Saturday, Sunday, and Holidays excluded), either party may submit said grievance, in writing, to the appropriate City Council Committee.

5.2.3 All other grievances relating to wages, hours, and working conditions or any other matter under the jurisdiction of the Chief shall be directed to the Chief of Police. The Chief of Police, in his/her discretion, may hold an informal meeting with all parties involved or refer the matter directly to the appropriate City Council Committee.

5.2.4 It is not the intention of the parties to circumvent or contravene any City Ordinance or State Law. If there is any conflict or ambiguity insofar as any phrase, sentence, or paragraph of this contract is concerned, then the ordinance or State law shall apply.

5.2.5 Nothing herein shall limit any employee from his/her rights to a hearing pursuant to Wisconsin Statutes including Wisconsin Statute 62.13 or other Wisconsin Statutes in case formal charges are filed against him/her.

ARTICLE 6 HOURS

6.1 Non-Shift Employees. The normal 1964.5 hour work schedule for non-shift employees will be 5-days on, 2-days off; 4-days on, 3-days off, with every other Friday scheduled off. Non-shift employees will receive approximately the same number of days off per year as the shift employees. This will be accomplished by allowing non-shift employees to select

their days off on a monthly basis. These days off shall be known as flex days. Non-shift employees are expected to select Saturdays and Sundays first as flex days. Selection of any additional flex days will be governed by staffing needs of the division the employees work in and will be authorized only if the division's workload allows. The normal work day for non-shift employees will be 8½-hours per day.

ARTICLE 7 SHIFT ASSIGNMENTS

7.1 Shift Assignments. Assignments to shift positions will be based on seniority in rank. However, when the Police Chief determines that it is in the best interest of the Department based on special skills, performance, and/or qualifications for the position, etc. the Chief may make shift assignments outside of seniority order. It is contemplated that assignments to shift positions shall be made only when a vacancy exists in such a position. In the case of Lieutenants seniority shall mean seniority in rank.

7.2 Multi-Jurisdictional Drug Enforcement Unit.

7.2.1 Hours of employees assigned to the Multi-Jurisdictional Drug Enforcement Unit may vary from those provided in Article 6, Hours. Employees assigned to the Unit will be paid for all hours worked. Overtime hours shall be paid in accordance with Article 8, Overtime. It is recognized that all applicable requirements of the Fair Labor Standards Act shall apply.

7.2.2 Due to the nature of work anticipated within the Multi-Jurisdictional Drug Enforcement Unit a time commitment may be required of employees assigned to the Unit. Such time commitment shall not operate to deny anyone holding the position to receive any possible promotion which may occur.

ARTICLE 8 OVERTIME

8.1 Rate: Employees will be compensated at the rate of 1½ their normal hourly salary for all hours worked outside of their regular work hours.

8.2 Overtime shall be authorized by the Chief of Police or the Chief's designee.

8.3 Except as provided below, overtime shall not be allocated or assigned where it would result in an officer working more than 14-1/4 hours, in a combination of overtime, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is an 8-hour break in on-duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. Hours related to emergency circumstances, court, Packer games or Americafest shall be an exception to the 14-1/4 hour limit. Overtime may be refused where there is a legitimate safety concern.

- 176
- 177 8.4 Overtime/Compensatory Time: Compensatory time shall be limited to an accumulation
- 178 of 100-hours derived from holiday work or overtime. In the instance of those already over
- 179 100 hours as of the date of this agreement, the maximum accumulation of compensatory
- 180 time of any nature whatsoever shall be frozen at current levels not to exceed 480 hours.
- 181
- 182 8.5 Court Cancellation Procedure: The afternoon shift commander will be notified of any
- 183 court cancellations. It then becomes the responsibility of the officer to call the shift
- 184 commander after 5 P.M. on the day prior to the scheduled court date as to whether or
- 185 not the court appearance has been canceled.
- 186
- 187 8.5.1 The shift commander will record all such calls by date and time in a log book; that
- 188 is, if an officer appears at court and the case has been canceled, he/she will receive
- 189 the pay for the court appearance only if he/she had called in after 5:00 P.M. the
- 190 prior day and was not notified of the cancellation. If the officer had not called in
- 191 the prior day, he/she will not receive the pay.
- 192
- 193 8.5.2 On those occasions when court appearances are canceled after 5:00 P.M., the shift
- 194 commander will attempt to contact the officer with the cancellation if the officer
- 195 had already called in. If the officer is contacted 12-hours before the scheduled
- 196 court appearance, the officer will not receive pay.
- 197
- 198 8.6 Overtime for Green Bay Packer Games.
- 199
- 200 8.6.1 A posting shall be placed on the bulletin board once each year during the months
- 201 of June or July and all officers interested in working Packer games are requested
- 202 to sign the posting. This posting shall contain the anticipated staffing needs for the
- 203 games.
- 204
- 205 8.6.2 Lieutenants who sign the above said posting shall be assigned to work each of the
- 206 Packer games in the year in question on the basis of promoted seniority.
- 207
- 208 8.6.3 In the event that there are not enough patrol Lieutenants signing the posting to
- 209 cover the positions where Lieutenants are needed, vacant positions may be
- 210 offered to Captains or Commanders. If there are still vacancies, they shall be filled
- 211 on the basis of inverse seniority.
- 212
- 213

214 8.6.4 In the event that any officer who has signed the above said posting to work the
215 Packer games later decides not to work any given game, such officer shall have
216 the right to remove his/her name from the posting for any game by giving at least
217 10-days advance notice of such removal before the game in question.
218

219 8.6.5 Lieutenants working overtime for Packer games shall be compensated at twice
220 (2x) their regular rate of pay for all hours worked.
221

222 8.7 An employee shall not work an overtime assignment caused by their taking vacation or
other paid leave.

223 ARTICLE 9
224 RETIREMENT
225

225 9.1 Employees to make the same Wisconsin Retirement System (WRS) contribution as
226 general municipal employees effective June 30, 2013.
227

228 ARTICLE 10
229 SUPERVISORY POLICE PAY SCHEDULE — BI-WEEKLY RATES
230

231 10.1 All personnel shall be paid bi-weekly.
232

233 10.2 Salary increases to occur the first day of the payroll period in which the effective date
234 occurs.
235

LIEUTENANT		1/1/2025	1/1/2026	7/1/2026	12/31/2026
Step 1	Hourly	\$51.10	\$52.63	\$53.16	\$53.43
	Bi-Weekly	\$3,861.45	\$3,977.29	\$4,017.06	\$4,037.15
Step 2	Hourly	\$52.32	\$53.88	\$54.42	\$54.69
	Bi-Weekly	\$3,952.95	\$4,071.54	\$4,112.25	\$4,132.81

237 Rates for Lieutenant pay are based upon a set increase above Patrol Sergeant wage
238 rates as follows: Step 1 is a 5.5% increase, and Step 2 is an 8% increase.
239
240

ARTICLE 11
SHIFT DIFFERENTIAL/CALL-IN/STAND-BY/SPECIALIST PAY

11.1 All employees not assigned to the day shift shall receive, in addition to their base pay, an amount equal to the monthly amount designated below based upon the hourly rate for employee. The shift differential pay shall be on a monthly basis, but paid with the employee's bi-weekly pay. Shift differential pay shall be administered in the same manner as when it was expressed in dollar amounts.

Afternoon Shift	4 hours/Month
Night and Power Shift	5 hours/Month

11.2 Minimum Call-in Time: Employees will be compensated for a minimum of 3-hours for any call-in time worked on a scheduled work day, a day on which an officer works a full 8½ hour work day pursuant to posted shift overtime, or for a call-in while an officer is attending either a voluntary school or in-service training (an officer receiving call-in pay on a day attending school shall still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question, and if the school is not successfully completed, shall receive compensatory time for those hours in attendance). The department may engage police officers in police business on site during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit for the class interrupted. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at the base rate of pay. Employees will be compensated for a minimum of 6-hours for any call-in time on a day off, scheduled vacation, or off-time. This call-in time shall be compensated at the straight time rate of pay.

11.2.1 Any officer who takes vacation or off-time coming, personal leave day or any other off-time authorized after being scheduled and notified of a required court appearance or other required non-shift departmental duties shall be compensated for a minimum of 3-hours at their straight time rate.

11.3 Standby Pay: Officers asked to be available for immediate call to duty shall receive \$1.50 for all hours in which they are on standby. When actually called to duty, they shall be compensated according to Article 8, Overtime of this agreement. If such standby duty is necessary in order to provide mutual assistance outside of the City limits, then the department shall select qualified officers for such duty by seniority among those signing a posting.

11.4 Field Training Supervisor Pay: Field Training Supervisor pay will be paid at a flat rate of \$100.00 per officer who completes at least 6-weeks of a normal 16-17 week training cycle payable the first pay period following completion of training cycle.

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ARTICLE 12
CLOTHING ALLOWANCE

- 12.1 Each employee of the Police Department shall have an account to be known as “Clothing Allowance.” The Chief of the Police Department shall have discretion as to types of clothing to be purchased by employees of the Police Department.
- 12.2 In the case of personnel assigned to plain clothes assignments (Investigations, Administration) the maximum annual clothing allowance shall be \$613.00 effective January 1, 2013 for employees on the payroll on date of ratification.
- 12.3 In the case of personnel assigned to the Operations Division (uniform personnel) the maximum annual clothing allowance shall be \$572.00 effective January 1, 2013 for employees on the payroll on date of ratification.

ARTICLE 13
DUTY INCURRED DISABILITY PAY

- 13.1 An employee injured in the line of duty shall receive full pay when disabled, not to exceed 180-days.

ARTICLE 14
VACATIONS

- 14.1
- | In This Year of
Employment including
probationary period | Employee Will Receive
This Number of Working
Days Vacation |
|--|--|
| 1 | 8 |
| 2 | 13 |
| 6 | 16 |
| 7 | 18 |
| 9 | 19 |
| 11 | 21 |
| 13 | 24 |
| 15 | 25 |
| 17 | 26 |
| 18 | 27 |
| 19 | 28 |
| 20 | 30 |
- 14.2 All vacation picks and off time shall be based on bargaining unit seniority regardless of department seniority or time in rank.

ARTICLE 15

VACATION PAY USED FOR SICKNESS

- 15.1 Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the department head, be charged against vacation leave allowance.

ARTICLE 16
SICK LEAVE

- 16.1 Police officers shall be granted sick leave with pay at the rate of 1-working day for each full month of service with no limit on accumulation. All sick leave shall be subject to administration by the Police Chief. An employee may use sick leave or emergency leave for absences necessitated by injury or illness to self or family. Employee using sick leave for injury or illness to self will not be allowed to work previously posted and signed for overtime within 8-hours of sick leave use.

- 16.2 Sick leave may be used for illness in the immediate family of an employee. What constitutes the immediate family of an employee for the purpose of using sick leave for illness shall be according to the rules established by the Common Council as to what constitutes an immediate family for each of these two purposes.

- 16.3 In order to be granted sick leave with pay, an employee must:

16.3.1 Report promptly to the proper department officer the reason for his/her absence.

16.3.2 Keep the proper department officer informed of his/her condition.

16.3.3 Permit the City to make such medical examination or nursing visit as it deems desirable.

16.3.4 Submit a medical certificate for any absence of more than 3-consecutive working days, if requested by the City.

- 16.4 Health Insurance Payment Program. At the time of retirement, the employee's sick leave up to a maximum of 135 accumulated days shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5-years of employment prior to retirement, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. Payment for sick leave upon retirement will be at an amount equalized between the Fire and Police Departments. However, when an employee reaches the age of 65 and the employee's spouse is still

under the age of 65, the account can still be used by the spouse to pay health insurance until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below, of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

- 100% for employees retiring under disability retirement.
- 100% for employees retiring into the State Retirement System.

After the amount expended for any employee reaches the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

During the five years before an officer's normal retirement date, the officer may convert accumulated and unused vacation or other compensable off-time to sick leave days on the same basis as presently allowed in the firefighter labor agreement.

16.4.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed amount for health insurance premium payment purposes.

16.4.2 Dependent children, in accordance with regular City policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will terminate the eligibility of dependent children for this benefit.

16.4.3 When the death of a protective service employee occurs either before or after retirement, the estate shall receive up to a maximum of 135 days accumulated sick leave in the employee's account to apply toward paying health insurance premiums.

16.4.4 This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by the City of Green Bay.

16.4.5 If death of a covered bargaining unit employee occurs before retirement, payment of up to a maximum of 135 days of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.

403 16.4.6 An employee who has retired or in case of his/her death, the spouse has the right
404 to leave the amount credited to the escrow account for "Health Insurance
405 Purposes" until the end of the calendar year he/she obtains age 63. At that time,
406 they shall have to begin using the escrow account for "Health Insurance
407 Purposes."
408

409 16.5 Catastrophic Illness: During the period 3-years prior to the employee's normal retirement
410 date (attainment of 53rd birthday), if the employee is injured or ill for more than 50-
411 consecutive calendar days but less than 6-calendar months, there will be no reduction
412 from the employee's sick leave accumulation. In order to be eligible for this benefit the
413 employee must have reached 135 accumulated sick leave days at some point in his/her
414 career, and the employee shall perform alternative duty if it is available and if the
415 employee is capable of performing same.
416

417 ARTICLE 17
418 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS
419

420 17.1 Employees will participate and pay health insurance premiums in accordance with the
421 City's Health 1265 program.
422

423 17.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
424 dental insurance benefits.
425

426 ARTICLE 18
427 LIFE INSURANCE
428

429 18.1 All Police Officers shall receive the present life insurance program at no cost to the
430 individual officer.
431

432 18.2 Employees shall have the option to purchase additional life insurance for themselves.
433 Additionally, life insurance for spouse and dependent children shall be made available as
434 an option for each dependent. Employees shall pay all premium costs for the additional
435 optional insurance through payroll deductions.
436

437 ARTICLE 19
438 JURY DUTY
439

440 19.1 An employee may be granted a leave of absence with pay if called for jury duty. Any
441 compensation derived from such duty shall be turned over to the City.
442

443 ARTICLE 20
444 FUNERAL LEAVE
445

446 20.1 Each employee shall be entitled to the following funeral leave:

20.1.1 When there is a death in the immediate family of an employee, ("immediate family" being defined as that of employee's spouse, parent, child of employee, grandchildren, grandparents, step parents, brother, sister, mother in law, or father in law) a maximum of 3-working days will be granted with pay to such employee. Travel time to and from the funeral may be taken in addition to the 3- days referred to with the approval of the department head and may, at the employee's option, be counted as sick leave or vacation.

20.1.2 When there is a death in the family of an employee, ("family" being defined as the spouse's grandparents, son in law, daughter in law, brother in law, sister in law, aunt, or uncle of the employee or spouse) a maximum of 2-working days pay will be granted to such employee.

20.1.3 All employees who act as pallbearers for any deceased person whose funeral takes place during regular working hours may also be granted time off, with pay, with the permission of his/her commanding officer.

ARTICLE 21 DEDUCTIONS

21.1 The City agrees to deduct from the paycheck of each supervisory employee, by written authorization from said employee, a sum to defray Bargaining Unit costs and remit said amount to a designated Bargaining Unit officer at the end of the fiscal year (December).

ARTICLE 22 HOLIDAYS

22.1 Holidays included in this agreement are:

New Year's Day	Thanksgiving Day	Labor Day
Independence Day	Memorial Day	Easter Sunday
Christmas Day	President's Day	Columbus Day
Martin Luther King Jr. Day		

22.2 All shift personnel shall receive 1-day's pay at straight (1x) time for each of the above stated holidays, whether or not the employee works the holiday in question, and all shift personnel who are regularly scheduled to work on a holiday shall additionally receive 8-hours of pay or compensatory time subject to the maximum accumulation provision for each such holiday provided that officers who are regularly scheduled to work who call in sick for non work related reasons shall not receive such 8-hours time. Non shift officers whose regular day off falls on any of the above holidays will receive another full day off

or will receive 8-hours compensatory time subject to the maximum accumulation provision for each holiday involved. Non shift employees who work a holiday shall receive additional 1½ pay and 4-hours pay or compensatory time subject to the maximum accumulation provision for each holiday so worked. Shift employees who are called in to work a holiday that falls on their regular scheduled day off will be paid double time (2x).

- 22.3 Holidays shall be worked by those persons on the respective shifts who would normally work on the holiday in question, and in the event there are more persons who would normally work said shift than positions to be worked on such holiday, then the persons to work on such holidays shall be selected on the basis of seniority among those qualified.

ARTICLE 23 PERSONAL LEAVE DAYS

- 23.1 Regular full-time employees shall be eligible for 5-personal leave days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The employee shall provide at least 7-days notice for a day off, except that such notice can be waived by mutual agreement of the employer and the employee. The number of personal leave days earned shall be prorated for new full-time employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City unless the employee terminates employment by eligibility and acceptance to the State Retirement System, disability, or death.

ARTICLE 24 OTHER FRINGE BENEFITS

- 24.1 It is provided that Lieutenants shall receive the same fringe benefits as those presently held by Specialist Is, Specialist IIs, and Police Officers, and that any increase in fringe benefits received by said Specialist Is, Specialist IIs, and Police Officers shall inure to the Lieutenants.

ARTICLE 25 DISCIPLINE

- 25.1 For disciplinary purposes, administrative or otherwise, the substantive rules and regulations for the conduct of members of the Police Department shall be as set forth in "City of Green Bay Police Department Rules and Regulations" (1961), and such may be amended from time to time by the City of Green Bay, subject to potential bargaining obligations as provided in Article 1 of the Labor Agreement Recognition/Management Rights. In the event such rules and regulations conflict with the Ordinances of the City of Green Bay, laws of the State of Wisconsin or United States, or this agreement, said ordinances, laws or agreement shall prevail.

- 534 25.2 Suspension, dismissal and reduction in rank of employees from the Police Department
535 shall be governed by the procedure set forth in Section 62.13 of the Wisconsin Statutes.
536
537

538 ARTICLE 26
539 LEAVE OF ABSENCE
540

- 541 26.1 The Chief of the Police Department, in consultation with the City Personnel Committee,
542 may authorize special leaves of absence with or without pay for any period or periods not
543 to exceed 3-calendar months in any 1-calendar year for the purpose of attending a
544 college, university or recognized law enforcement seminar to train in subjects related to
545 the work of department personnel or benefit to both the employees and the City.
546

- 547 26.2 The Chief of the Police Department may authorize an employee to be absent without pay
548 for personal reasons for a period or periods not to exceed 10-working days in any calendar
549 year including but not limited to the allowances under State or Federal Family and
550 Medical Leave Laws.
551

- 552 26.3 The City Personnel Committee, upon recommendation of the Police Chief, may grant
553 leaves of absence with or without pay in excess of the limitations above for the purpose
554 of attending courses of training at a recognized college or university and for other
555 purposes that are deemed beneficial to the City.
556

557 ARTICLE 27
558 MILITARY LEAVE
559

- 560 27.1 Personnel of the Police Department, who leave or have left the City service by request of
561 the Federal Government, to enter active service of the Armed Forces of the United States,
562 and return within 4-years, shall be entitled to their departmental seniority and the rate
563 of pay and position they would have been entitled to had their service with the Police not
564 been interrupted by service in the Armed Forces.
565

566 ARTICLE 28
567 EDUCATION CREDITS
568

- 569 28.1 Benefit. The City shall reimburse tuition costs and book costs, as defined below, upon
570 successful completion of approved Police Science courses. The student must attain a
571 grade of C or higher to qualify for reimbursement. Approved Police Science courses are
572 defined as any course required for the attaining of a degree in police career enhancement
573 and previously approved by the Chief of Police.
574

- 575 28.2 Reimbursement. The reimbursement for tuition shall be 100% at the UWGB rate for
576 undergraduate courses, and 75% at the UWGB rate for graduate courses. Book
577 reimbursement shall be the actual cost of the book(s) in question or a total of \$50.00

whichever is less, provided that upon reimbursement the book(s) shall be turned over to the department library. Reimbursement for tuition shall be limited to \$1,200.00 per year, per student. The City shall have the right to claim reimbursement for any tuition reimbursed under this provision within 30-months of any voluntary termination of employment, or within 12-months of any retirement.

ARTICLE 29 DRUG TESTING

29.1 Purpose. The purpose of this policy is to provide all sworn employees with notice of the provisions of the department drug testing program.

29.2 Discussion.

29.2.1 It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

29.2.2 The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health, and thus job performance.

29.2.3 Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

29.2.4 Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this department shall implement a drug testing program to detect prohibited drug use by sworn employees.

29.3 Definitions.

29.3.1 Sworn Employee - Those employees who have been formally vested with full law enforcement powers and authority.

29.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element.

29.3.3 Drug Test - The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

29.3.4 Reasonable Suspicion - Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary prudent and cautious person to believe that an individual is using or under the influence of drugs or other controlled substances.

29.3.5 Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a law enforcement officer.

29.4 Procedures.

29.4.1 Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn employees, while on and off duty:

- (a) No employee shall illegally possess any controlled substance.
- (b) No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
- (c) Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
- (d) Any employee, having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.
- (e) Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline and grievance procedures.

29.4.2 Applicant Drug Testing

- (a) Applicants for the position of sworn law enforcement officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

(b) Applicants shall be disqualified from further consideration for employment under the following circumstances:

1. Refusal to submit to a required drug test; or
2. A confirmed positive drug test indicating drug use prohibited by this policy.

29.4.3 Probationary Employee Drug Testing

(a) All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the chief or his/her designee, and shall not exceed 2-tests during the probationary period.

29.4.4 Employee Drug Testing

Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use as provided below:

- (a) All sworn officers shall be required to submit to a drug test prior to January 1, 1991. Officers receiving inpatient treatment for a dependency problem at the time of the mass testing shall not be tested.
- (b) A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
- (c) A drug test will be administered as part of all promotional procedures.
- (d) Members of the following units, as a condition of their assignment to the unit, shall be subject to random drug testing no more than 2-times in a calendar year:
 1. Emergency Response Unit.
 2. Metropolitan Drug Enforcement Unit.
 3. Officers assigned drug investigations on a regular basis.

Any member, who refuses to submit to this form of testing for judgment, fitness, and readiness for duty, shall be immediately removed from their special assignments.

(e) Any sworn officer of this department who is directly involved in a serious police incident shall be required by his/her supervisor to participate in a drug screening test immediately following the event, or as soon as the tactical situation allows. A serious incident is defined as:

1. Discharge of a firearm at a human being or a vehicle in which human beings are contained.
2. Police vehicle auto accident in which serious injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel. If it is clearly evident that the officer is not at fault in the accident, no drug test will be required. A directly involved officer is one who actually discharges the weapon in case #1 or is the driver of the police vehicle in case #2.

(f) Any officer, who, in the carrying on of his/her police duties, ingests, either directly or indirectly, any drug or narcotic substance, is required to document, as soon as possible thereafter, such contact. Documentation should occur in writing explaining all circumstances, and the employee's supervisor should be notified as soon as possible. Drug tests will be administered and no disciplinary action will be taken if the tests are positive under the following conditions.

1. The officer was in physical danger if he/she did not ingest the drug or narcotic substance.
2. Nothing in this policy shall be construed as granting permission for police officers and/or narcotics agents to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except as cited in (f) 1.

(g) Beginning in 1992, the department shall randomly test up to 10% of the bargaining unit. Such test shall occur once per year per shift with no announcement of time or date. The method for random selection shall be such that each member of the bargaining unit has an equal chance of being selected.

29.4.5 Drug Testing Procedures.

(a) The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.

(b) Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. This shall consist of picture ID that is government or employer

issued.

- (c) A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
- (d) The bathroom facility of the testing area shall be private and secure.
 - 1. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- (e) Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted not more than 8-hours to give a sample; during which he/she shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- (f) Employee shall have the right to request that their sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one year. This sample shall be made available to the employee or his/her attorney should the original sample result in a legal dispute or the chain-of-custody be broken.
- (g) Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.
- (h) Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

29.4.6 Drug Testing Methodology.

- (a) The testing or processing phase shall consist of a two-step procedure:
1. Initial screening test
 2. Confirmation test
- (b) The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
- (c) A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
- (d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
- (e) Concentrations of a drug at or above the following levels shall be considered a positive test result when using a FPIA immunoassay drug screening test.
- | | |
|-----------------|----------|
| Amphetamines | 500 ng/1 |
| Barbiturates | 500 ng/1 |
| Cocaine | 300 ng/1 |
| Opiates | 300 ng/1 |
| THC | 100 ng/1 |
| PCP | 25 ng/1 |
| Benzodiazepines | 200 ng/1 |
| Methadone | 25 ng/1 |
- (f) Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method.
- | | |
|----------------------|--------|
| Marijuana metabolite | 15* |
| Cocaine metabolite | 150** |
| Opiates: | |
| Morphine | 300** |
| Codeine | 300*** |

837		Phencyclidine	25
838		Amphetamines:	
839		Amphetamine	500
840		Methamphetamine	500
841			
842	*	Delta-9 tetrahydrocannabinol-9-carboxylic acid	
843	**	Benzoylcegonine	
844	***	25ng/ml if immunoassay-specific for free morphine	
845			
846	(g)	The laboratory selected to conduct the analysis shall be experienced and	
847		capable of quality control, documentation, chain-of-custody, technical	
848		expertise, and demonstrated proficiency in urinalysis.	
849			
850	(h)	Employees having negative drug test results shall receive a memorandum	
851		stating that no illegal drugs were found. If the employee requests such, a	
852		copy of the letter will be placed in the employee's personnel file.	
853			
854	(i)	Any employee who breaches the confidentiality of testing information	
855		shall be subject to discipline.	
856			
857	29.4.7 Chain of Evidence - Storage		
858			
859	(a)	Each step in the collecting and processing of the urine specimens shall be	
860		documented to establish procedural integrity and the chain-of-custody.	
861			
862	(b)	Where a positive result is confirmed, urine specimens shall be maintained	
863		in secured, refrigerated storage for one (1) year.	
864			
865	29.4.8 Drug Test Results		
866			
867	(a)	All records pertaining to department-required drug tests shall remain	
868		confidential, and shall not be provided to other employers or agencies	
869		without the written permission of the person whose records are sought.	
870			
871	(b)	Drug test results and records shall be retained in the employee's personnel	
872		file for an indefinite period.	
873			
874	29.5 Actions Taken/Positive Results		
875			
876	29.5.1 If an officer tests positive and the tests identify cocaine, heroin, amphetamines,		
877	barbiturates, or any other major drug of abuse or illegal drug, the officer's		
878	employment shall be terminated. If the test is determined to be inconclusive, then		
879	the City shall not have just cause for termination.		

(a) The exception shall be forced use as defined in Section (4) (f) 1.

29.5.2 An officer who tests positive for marijuana shall be subjected to discipline and referred to the Employee Assistance Program.

(a) The officer shall be subject to mandatory random testing for a period of two (2) years.

(b) The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.

(c) A second positive test for marijuana shall be grounds for termination.

29.5.3 A positive test shall be defined as a confirmation test which establishes conclusively that the officer has ingested one of the drugs in question.

29.6 Refusal to Submit

29.6.1 Officers who refuse to submit to a required drug test under this policy shall be terminated from employment as a police officer.

ARTICLE 30 WAGE HOUR LEGISLATION

30.1 In the event Federal or State legislation is enacted concerning pay for overtime which would result in the City paying members of the Bargaining Unit overtime pay for the normal work week or day as set in this agreement, the work week and day as set shall be re-negotiable.

ARTICLE 31 AMENDMENT PROVISION

31.1 This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the City and the Bargaining Unit where mutually agreeable. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 32 SAVINGS CLAUSE

- 32.1 If any article or section of this agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected hereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 33
NO OTHER AGREEMENT

- 33.1 The employer agrees not to enter into any other agreement, written or verbal, with the members of the Bargaining Unit individually or collectively, which in any way conflicts with the provisions of this agreement.
- 33.2 All amendments, deletions, or additions to the labor agreement which are mutually agreed to by both parties during this agreement shall be incorporated into the body of the next successor agreement.

ARTICLE 34
CHANGES IN THE TERMS OF THIS AGREEMENT

- 34.1 If either party desires to negotiate any changes in this agreement to become effective after the end of the term of this agreement or any extension thereof, they shall notify the other party in writing of their desire to enter into such negotiating prior to July 1.

ARTICLE 35
PROMOTIONS

- 35.1 Authority: The City retains the right to establish, control, and determine the promotional selection process and perform any managerial function not specifically limited by this Article. Promotions to the position of Lieutenant will be at the discretion of the Police Chief with confirmation by the Police and Fire Commission.
- 35.2 Announcements: Notice of intent to fill a vacancy or pending vacancy will be announced in roll call and posted on a department bulletin board for a period of not less than 2-months prior to the start of the promotional process. The posting will include application closing date, minimum job qualifications, testing procedures and weighting levels as determined by the Police Chief.
- 35.3 Experience: Applicants for the position of Lieutenant must have a minimum of 7-years of experience as a Green Bay Police Officer. Applicant must be a current sworn full-time police officer for the City of Green Bay for the preceding consecutive 5-years with the remaining 2-years being satisfied with any combination of the following: full-time sworn Green Bay police officer, full-time sworn police officer with another law enforcement

agency, or full-time military police officer with an honorable discharge.

35.4 Exam Weights: The announcement will list the job dimensions to be tested in the exam and the weights of each examination phase.

35.5 Application: Interested officers will submit a letter of interest and résumé to the Police Chief by the deadline established in the written announcement.

35.6 Eligibility List: The Police Department will maintain an eligibility list that expires 1-year after the date of approval of the list by the Police and Fire Commission.

35.7 Probationary Period. The City and the Association recognize the need to observe and evaluate the performance of promoted members during a probationary period to determine if the member is suited for the position. The probationary period for promoted employees shall be 1-year uninterrupted by any type of service break.

35.7.1 The Chief of Police or designee may reasonably extend the probationary period by up to 6-months.

35.7.2 Members who do not successfully complete their promotional probationary period, as determined by the City, shall revert to their former classification. In the case of a Captain or Commander promoted from the rank of Lieutenant who is reverted to the rank of Lieutenant during the probationary period, the reverted Lieutenant shall retain all earned seniority at the time of promotion. This provision shall also apply to a voluntary reversion to the rank of Lieutenant during the probationary period.

35.8 Notice. In the event of changes to the promotional process or policy, the Police Chief will provide a minimum of a 14-calendar day notice to the Union and at the request of the union meet to discuss the changes.

35.9 Reversion to the Rank of Lieutenant Outside the Probationary Period. An employee reverted to the rank of Lieutenant from a promoted position (i.e. Captain or Commander) shall be placed at the bottom, least senior of the Lieutenant supervisory group. This shall apply whether the reversion is voluntary or pursuant to disciplinary action.

ARTICLE 36 TERM OF AGREEMENT

36.1 This contract shall be binding on both parties and effective from the 1st day of January, 2025 to and including the 31st day of December, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as ratified by the Police Supervisory Unit and approved by the City Council on_____.

CITY OF GREEN BAY

GREEN BAY POLICE DEPARTMENT
SUPERVISORY PERSONNEL

Mayor

President

Chief of Operations

Police Chief

ATTEST:

City Clerk

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APPENDIX A
PHYSICAL FITNESS INCENTIVE PROGRAM

1. Effective for the 2018 calendar year and each year thereafter, employees covered under this contract will be eligible for an annual physical fitness incentive of up to \$540 annually by successful completion of a City designed physical fitness course (PFC). The initial design of the course will be the entry level officer fitness course test. Scheduling of the PFC, makeup and/or PFC retest will be determined by the Chief of Police or designee.
2. An employee who successfully completes the PFC with a passing time will receive an incentive payment of \$540.
3. If an employee does not pass the PFC on their first attempt they have the following options:
 - a. An employee completing the course but not passing may receive \$100 for completion of the course, or;
 - b. that employee may request a re-test, in writing, within 30 calendar days to the Chief of Police or designee. The employee will be allowed to retake the PFC at the next available makeup date. If an employee passes the PFC on their second attempt they will receive an incentive payment of \$270 in that calendar year.
4. All payments are subject to appropriate tax deductions and will be WRS eligible.
5. An employee who is incapacitated during the PFC test may test at an alternate time established by the City. In the event an employee has a medical restriction preventing participation in a particular portion of the PFC, the City will establish an alternate testing procedure.

**A RESOLUTION OF RECOGNITION
FOR THE SHIPYARD DISTRICT, INC.**

February 4, 2025

WHEREAS, the Mayor and Common Council of the City of Green Bay values the contributions of local businesses and recognizes the importance of fostering a vibrant and thriving business community; and,

WHEREAS, the Shipyard District, Inc. was formally incorporated in June of 2021 to represent and advocate for the interests of businesses within the South Broadway area, bounded by West Mason Street to the north, Lombardi Avenue to the south, the west bank of the Fox River to the east, and South Ashland Avenue to the west (Appendix A); and,

WHEREAS, the mission of the Shipyard District, Inc. is to “revitalize the South Broadway business area and community on Green Bay’s west side by contributing to the maintenance, development, and promotion of the business area”; and,

WHEREAS, the Shipyard District, Inc. has demonstrated a commitment to promote business growth, improve the quality of life, and contribute to the overall vitality of the district; and,

WHEREAS, the City of Green Bay acknowledges the benefits of a strong partnership with the Shipyard District, Inc. in advancing the shared goals of economic prosperity and community enrichment.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay officially recognizes the Shipyard District, Inc. as the representative business association for the South Broadway area bounded by West Mason Street to the north, Lombardi Avenue to the south, the west bank of the Fox River to the east, and South Ashland Avenue to the west; and,

BE IT FURTHER RESOLVED, that the Common Council of the City of Green Bay commits to supporting the Shipyard District, Inc. in its efforts to contribute to the maintenance, development, and promotion of the business area to improve business conditions and enhance the quality of life within the district; and,

BE IT FURTHER RESOLVED, that the Common Council of the City of Green Bay will collaborate with the Shipyard District, Inc. to address issues, opportunities, and initiatives that impact the district.

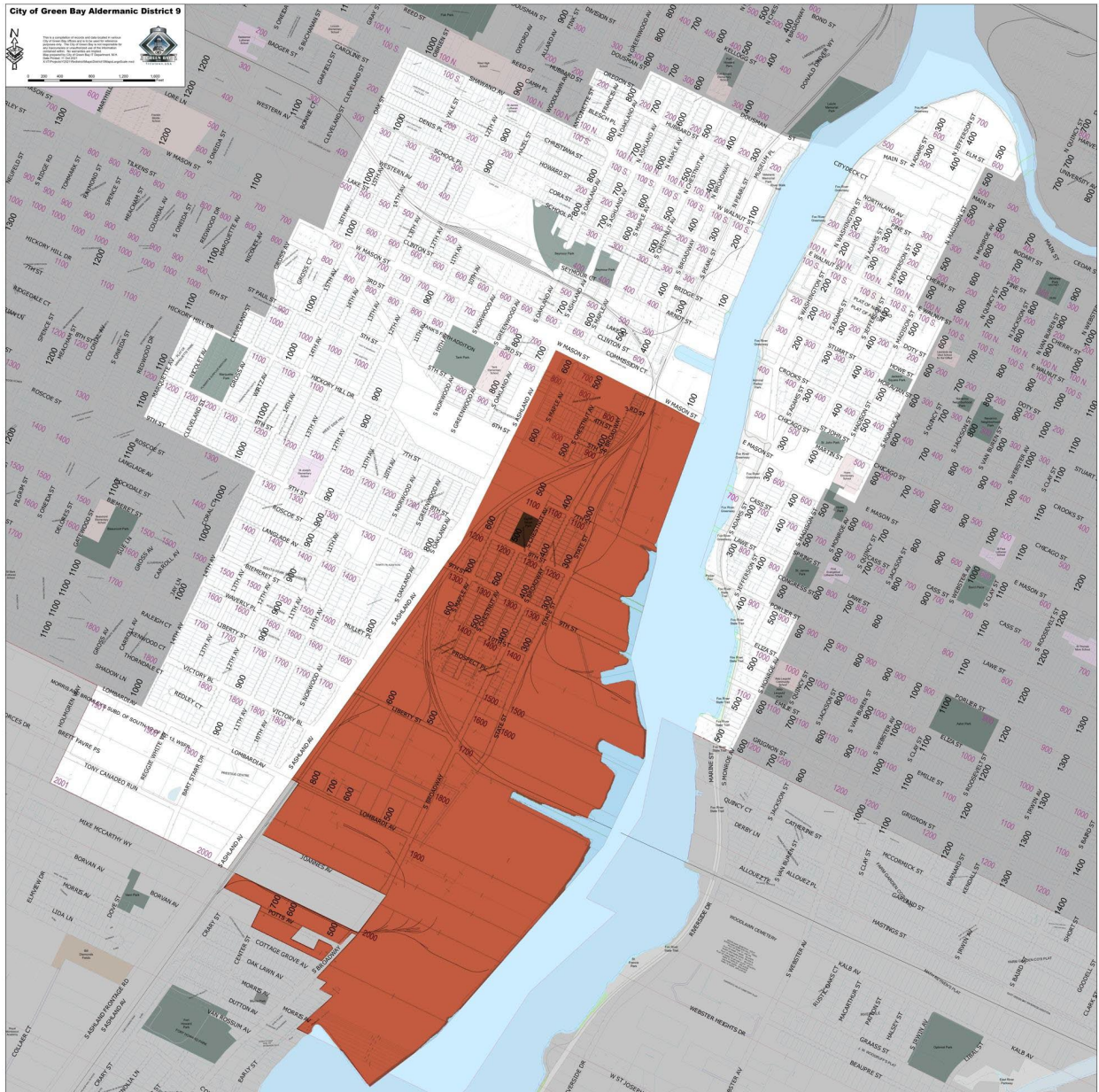
Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

Appendix A. Shipyard District Boundaries Map



FINAL PAYMENTS RESOLUTION
February 4, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **RESURFACING 2-22 (INCLUDING SEWER & WATER)**
 PETERS CONCRETE CO.

TOTAL AMOUNT EARNED:	\$ 2,071,504.06
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 2,071,504.06
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 2,009,123.42</u>
AMOUNT DUE THIS PAYMENT:	\$ 62,380.64

ACCOUNT NUMBERS

401500E-55303-65122: \$53,502.60

412500E-55303-65122: \$2,585.04

403500-55303-65122: \$1,300.00

501-12201-65122: \$4,993.00

PO #2200054

Adopted _____, 2025

Approved _____, 2025

Mayor

ATTEST:

City Clerk

sap

**RESOLUTION AUTHORIZING
2025 BUDGET AMENDMENT / 2024 CARRY-OVER REQUEST**

February 4, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, BE IT RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of January 28, 2025, the following 2025 budget amendment of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
Increase:	101140-53021 Legal Expenses	\$164, 880.92

**This budget amendment is to carry-over 2025 unspent budget for legal expenses anticipated to be necessary for continuing litigation and other legal matters.

Adopted _____

Approved _____

Mayor

Clerk

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

February 4, 2025

Resolution No. ____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$33,005,000 General Obligation Promissory Notes, Series 2025A,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance municipal projects including, but not limited to, (i) construction of and improvements to municipal buildings, (ii) construction and improvements to and/or replacement of, municipal warning sirens, HVAC, windows, pool engineering and component parts, storm water features, and parks and municipal grounds, including phase II of Shipyard Park in the Issuer’s Tax Incremental District No. 22 and construction of a new park within the Issuer Tax Incremental District No. 28, (iii) the purchase of municipal boats, vehicles, and equipment for the fire, police, parks, and public works departments, (iv) construction of and improvements to streets, traffic signals, sidewalks, bridges, parking lots, parking ramps, and related projects, and (v) infrastructure improvements within the Issuer Tax Incremental District No. 28 (collectively, the “**Project**”).

2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2025A (the “**Obligations**”) to a purchaser to be determined by competitive bid.

3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

4. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Authorized Officer” means the Finance Director/Comptroller, or in such person’s absence, the Assistant Finance Director/Treasurer of the Issuer, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Finance Director” means the Issuer’s Finance Director/Comptroller.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in Section 14 of this resolution.

“**Obligations**” means the not to exceed \$33,005,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2025A, which will be issued pursuant to this resolution.

“**Original Issue Date**” means April 2, 2025.

“**Project**” has the meaning set forth in the recitals to this resolution.

“**Purchase Agreement**” means the purchase contract to be entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14 of this resolution.

“**Purchase Price**” has the meaning set forth in Section 4 of this resolution.

“**Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost for the Obligations as determined by an Authorized Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of not to exceed \$33,005,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to,

printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2025A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 98.75% nor more than 108% of the principal amount of the Obligations (the “**Purchase Price**”).

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser’s bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by an Authorized Officer; *provided, however*, that (i) the true interest cost of the Obligations shall not exceed 4.75% (computed taking the Purchaser’s compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2026, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$450,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$33,005,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by an Authorized Officer in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount
2026	\$ 560,000
2027	1,875,000
2028	1,945,000
2029	1,620,000
2030	1,860,000
2031	1,920,000
2032	1,990,000
2033	2,060,000
2034	2,015,000
2035	2,095,000
2036	1,250,000
2037	1,300,000
2038	1,350,000
2039	1,400,000
2040	1,460,000
2041	1,520,000
2042	1,585,000
2043	1,660,000
2044	1,730,000
2045	1,810,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, and agreed to by an Authorized Officer evidenced by the execution of the Purchase Agreement.

Section 9. Manner of Payment/Transfers/Redemption/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person

authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Finance Director, and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Finance Director, and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

Each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Authorized Officer may, in such officer's discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which such officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

Subject to the terms of this resolution, the Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations, such award to be evidenced by and effected by the Authorized Officer's execution of the Purchase Agreement. If the Purchase Agreement signed

and presented by the Purchaser complies with the parameters set forth in this resolution, then the Authorized Officer is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2025	\$3,973,326.44	2035	\$2,588,962.50
2026	4,217,043.75	2036	2,557,025.00
2027	4,174,943.75	2037	2,522,712.50
2028	3,473,900.00	2038	2,486,025.00
2029	3,879,875.00	2039	2,456,725.00
2030	3,828,725.00	2040	2,424,575.00
2031	3,784,487.50	2041	2,394,456.25
2032	3,736,925.00	2042	2,371,012.50
2033	3,573,768.75	2043	2,339,125.00
2034	3,534,781.25	2044	2,313,675.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations, and to pay capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer authorizes and directs that a final offering document (the “**Official Statement**”) be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser’s bid evidenced by the Purchase

Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: February 4, 2025

Approved: February____, 2025

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

Registered

No. R-_____ \$ _____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	April 2, 2025	392642 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2026, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on February 4, 2025, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$33,005,000 General Obligation Promissory Notes, Series 2025A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on April 1 in the years 20__ and 20__ (the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by

operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing April 1, 20__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing April 1, 20__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the

principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: April __, 2025

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO NOTE SALE

On February 4, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the “City”) authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On _____, 2025 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its general obligation promissory notes in the principal amount of \$_____. It is anticipated that the note closing will be held on or about April 2, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: _____, 2025

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$33,005,000 General Obligation Promissory Notes, Series 2025A,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On February 4, 2025, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on February ___, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of February ___, 2025.

Clerk

[SEAL]

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

February 4, 2025

Resolution No. ____

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance a grant to a developer relating to the development of a mixed-use building to include housing, parking, and retail within the Issuer’s Tax Incremental District No. 27 pursuant to the Issuer’s Development Agreement 24-04, 221 Cherry Street Redevelopment, dated October 15, 2024 (the “**Project**”).
2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B (the “**Obligations**”) to a purchaser to be determined by competitive bid.
3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.
4. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“**Authorized Officer**” means the Finance Director/Comptroller, or in such person’s absence, the Assistant Finance Director/Treasurer of the Issuer, each having the authority to act alone on behalf of the Issuer for purposes of Sections 4 and 14 hereof.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Finance Director” means the Issuer’s Finance Director/Comptroller.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in Section 14 of this resolution.

“Obligations” means the not to exceed \$10,385,000 City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B, which will be issued pursuant to this resolution.

“Original Issue Date” means April 2, 2025.

“Project” has the meaning set forth in the recitals to this resolution.

“Purchase Agreement” means the purchase contract to be entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14 of this resolution.

“**Purchase Price**” has the meaning set forth in Section 4 of this resolution.

“**Purchaser**” means the qualified bidder whose bid results in the lowest true interest cost for the Obligations as determined by an Authorized Officer, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, taxable general obligation promissory notes of the Issuer in the principal amount of not to exceed \$10,385,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 98.75% nor more than 108% of the principal amount of the Obligations (the “**Purchase Price**”).

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser’s bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by an Authorized Officer; *provided, however*, that (i) the true interest cost of the Obligations shall not exceed 6.50% (computed taking the Purchaser’s compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2026, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations.

The following table shows when the Obligations will mature. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to \$300,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed \$10,385,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by an Authorized Officer in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount
2029	\$375,000
2030	400,000
2031	420,000
2032	445,000
2033	470,000
2034	495,000
2035	525,000
2036	555,000
2037	585,000
2038	620,000
2039	655,000
2040	695,000
2041	735,000
2042	780,000
2043	825,000
2044	875,000
2045	930,000

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary fees of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with

DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, and agreed to by an Authorized Officer evidenced by the execution of the Purchase Agreement.

Section 9. Manner of Payment/Transfers/Redemption/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue

one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Finance Director, and the Treasurer (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 4 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Finance Director, and the Treasurer are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

Each Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Authorized Officer may, in such officer's discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which such officer determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 4 hereof.

Subject to the terms of this resolution, the Authorized Officer, acting alone on behalf of the Issuer, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations, such award to be evidenced by and effected by the Authorized Officer's execution of the Purchase Agreement. If the Purchase Agreement signed and presented by the Purchaser complies with the parameters set forth in this resolution, then the Authorized Officer is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2025	\$1,506,991.60	2035	\$1,493,787.50
2026	1,006,525.00	2036	1,467,237.50
2027	1,006,525.00	2037	1,443,575.00
2028	1,659,587.50	2038	1,417,637.50
2029	1,639,900.00	2039	1,394,262.50
2030	1,613,750.00	2040	1,368,287.50
2031	1,591,137.50	2041	1,344,550.00
2032	1,566,900.00	2042	1,317,887.50
2033	1,541,037.50	2043	1,293,137.50
2034	1,518,387.50	2044	1,269,975.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations, and to pay capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer authorizes and directs that a final offering document (the “**Official Statement**”) be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser’s bid evidenced by the Purchase

Agreement. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Resolution Effective upon Adoption and Approval.

 This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: February 4, 2025

Approved: February____, 2025

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

Registered

No. R-____

\$_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	April 2, 2025	392642 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2026, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on February 4, 2025, entitled: “A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed \$10,385,000 General Obligation Promissory Notes, Series 2025B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after April 1, 2036 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2035 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on April 1 in the years 20__ and 20__ (the “**Term Notes**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by

operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Notes:

Term Notes Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the

principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: April __, 2025

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO TAXABLE NOTE SALE

On February 4, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the “City”) authorized the borrowing of money through the issuance of taxable notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On _____, 2025 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its taxable general obligation promissory notes in the principal amount of \$ _____. It is anticipated that the note closing will be held on or about April 2, 2025. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: _____, 2025

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**A Resolution Authorizing and Providing for the Issuance
and Establishing Parameters for the Sale of Not to Exceed
\$10,385,000 Taxable General Obligation Promissory Notes, Series 2025B,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On February 4, 2025, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On February ___, 2025 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on February ___, 2025, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of February ___, 2025.

Clerk

[SEAL]

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 4, 2025**

ASPHALT PAVEMENT

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

HOWARD STREET – 12th AVENUE TO S. OAKLAND AVENUE

HAZEL STREET – SCHOOL PLACE TO SHAWANO AVENUE

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and nine tenths percent (5.90%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2025

Approved _____, 2025

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 4, 2025**

ASPHALT PAVEMENT

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

FOURTH STREET – S. Maple Avenue to Broadway

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and nine tenths percent (5.90%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2025

Approved _____, 2025

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 4, 2025**

ASPHALT RESURFACING

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT RESURFACING on said streets:

**OAK GROVE AVENUE – DECKNER AVENUE TO CROOKS STREET
BERGER STREET – DECKNER AVENUE TO MILLS STREET
PINE TERRACE – BURNS AVENUE TO WESTERN AVENUE
RUTGERS STREET – WEDGEWOOD DRIVE TO WESTERN AVENUE
WEDGEWOOD DRIVE – PINE TERRACE TO RUTGERS STREET**

2. Said public improvement shall include placing of a hot mix ASPHALT surface over the existing street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and nine tenths percent (5.90%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2025

Approved _____, 2025

Mayor

ATTEST:

City Clerk

**A RESOLUTION OF RECOGNITION
FOR THE SHIPYARD DISTRICT, INC.**

February 4, 2025

WHEREAS, the Mayor and Common Council of the City of Green Bay values the contributions of local businesses and recognizes the importance of fostering a vibrant and thriving business community; and,

WHEREAS, the Shipyard District, Inc. was formally incorporated in June of 2021 to represent and advocate for the interests of businesses within the South Broadway area, bounded by West Mason Street to the north, Lombardi Avenue to the south, the west bank of the Fox River to the east, and South Ashland Avenue to the west (Appendix A); and,

WHEREAS, the mission of the Shipyard District, Inc. is to “revitalize the South Broadway business area and community on Green Bay’s west side by contributing to the maintenance, development, and promotion of the business area”; and,

WHEREAS, the Shipyard District, Inc. has demonstrated a commitment to promote business growth, improve the quality of life, and contribute to the overall vitality of the district; and,

WHEREAS, the City of Green Bay acknowledges the benefits of a strong partnership with the Shipyard District, Inc. in advancing the shared goals of economic prosperity and community enrichment.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay officially recognizes the Shipyard District, Inc. as the representative business association for the South Broadway area bounded by West Mason Street to the north, Lombardi Avenue to the south, the west bank of the Fox River to the east, and South Ashland Avenue to the west; and,

BE IT FURTHER RESOLVED, that the Common Council of the City of Green Bay commits to supporting the Shipyard District, Inc. in its efforts to contribute to the maintenance, development, and promotion of the business area to improve business conditions and enhance the quality of life within the district; and,

BE IT FURTHER RESOLVED, that the Common Council of the City of Green Bay will collaborate with the Shipyard District, Inc. to address issues, opportunities, and initiatives that impact the district.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

Appendix A. Shipyard District Boundaries Map

