



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, FEBRUARY 26, 2025, 5:00 PM
Immediately following Parks Committee.

AMENDED

In person at City Hall, Room 207
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdlbm5zNUhBWV9XRlVU5cklzMjZ2QT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 822 0654 4400

Passcode: 635662

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

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request by Ald. Proffitt, on behalf of the resident at 1285 Cedar Street, for an exemption to the setback requirements of the City of Green Bay Street Terrace Policy for plantings in the terrace.
2. Consideration with possible action on request by Ald. Prestley to conduct a street light study on Wisconsin Avenue.

3. Consideration with possible action on request by Ald. Hinkfuss on behalf of Craig Francois, 2965 Shelter Creek Lane, to appeal the charges levied against the property for placing yard waste in the street for collection instead of keeping it on the curb.
4. Consideration with possible action on request by Department of Public Works to accept a Pre-Disaster Flood Resilience Grant (PDFRG) from Wisconsin Emergency Management in the amount \$250,000.00 to begin implementation of “*East River Emilie Park Wetland Restoration for Flood Resiliency in Green Bay*” project.
5. Consideration with possible action on request by Department of Public Works Operations Division to purchase a closed-circuit televising truck 2025 Aries Pathfinder and Wolverine 2.0 System outfitted in a 2025 Ford F550 from JWR off Sourcewell Contract #120721-ARS for the price of \$475,865.00 which includes delivery, warranty, and operator training.
6. Consideration with possible action on request by Department of Public Works Operations Division to purchase a Generac 75kVa trailer-mounted generator from Wolter, Inc., off Sourcewell contract# 092222-GNR for the price of \$57,033.00 which includes delivery, warranty, and operator training.
7. Consideration with possible action on request by Department of Public Works Operations Division to purchase a KM International trailer-mounted 4-ton asphalt hotbox reclaimer from Monroe Truck Equipment off the Sourcewell contract# 080521-KMI for \$59,554.00 which includes delivery, warranty, and operator training.
8. Consideration with possible action on request by Department of Public Works Operations Division to purchase (2) 33 cubic yard New Way Sidewinder automated side loading truck bodies from Envirotech Equipment off the Sourcewell contract# 110223-NWY for the price of \$194,511.00 each totaling \$389,022.00 which includes delivery, warranty, and operator training.
9. Consideration with possible action on request by Department of Public Works Operations Division to purchase (2) International HV607 automated side loading refuse truck chassis from Packer City International off Sourcewell contract # 032824-NVS for the price of \$149,850.67 each, totaling \$299,701.34 which includes delivery, extended warranty and operator training.
10. Consideration with possible action on request by Great Lakes TV Seal, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.
11. Consideration with possible action on request by Department of Public Works to create Section 16-40(k), Green Bay Municipal Code, relating to construction site erosion control reinspection fee.
12. Consideration with possible action on request by Department of Public Works to amend Section 16-82(e)(7), Green Bay Municipal Code, relating to stormwater management permitting requirements.
13. Consideration with possible action on request by Department of Public Works to review and approve the 2024 Annual Municipal Separate Storm Sewer System (MS4 Report).

14. Consideration with possible action on request by Department of Public Works to award PARKS 2-25 BIRDS OF PREY ELECTRICAL UPGRADES at a staff level to the lowest responsive, responsible bidder and report the award at the next Improvement & Services Committee meeting.
15. Consideration with possible action on request by Department of Public Works to review and approve the award of ESG 1-25 SALT SHED CONSTRUCTION to Elite Builds, Inc. in the amount of \$317,000.00.
16. Report the award of contract SEWERS 4-24 STORM WATER RESTORATION PROJECTS AT BAIRD CREEK for Part A and Part B to Advance Construction, Inc. in the amount of \$941,349.65.
17. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Utility Traffic & Restoration, LLC (UTR)
- b. Weidner Concrete Construction, LLC

2. Tree & Brush Trimmer

- a. Economy Tree Service, LLC
- b. Wolfrath's Landscaping, LLC

3. Underground Sprinkler System

- a. Wolfrath's Landscaping, LLC

18. Consideration with possible action on request by Department of Public Works Operations Division to purchase (3) tandem axle dump truck chassis from Packer City International off Sourcewell contract# 032824-NVS for the purchase price of \$124,345.38 each, totaling \$373,036.15 which includes delivery, extended warranty, and operator training.
19. Consideration with possible action on request by Department of Public Works Operations Division to purchase (3) tandem axle dump truck body, wing, and plow packages from Monroe Truck Equipment totaling \$511,393.00 off Sourcewell contract# 062222-AEB-I for Crysteel stainless steel dump bodies and Monroe plow/wings which includes delivery, warranty, and operator training.

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement & Services Committee meeting is scheduled for March 12, 2025.

G. Public Hearings.

1. Public Hearing 6:00 p.m.

ASPHALT RESURFACING

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

ASPHALT PAVEMENT

Howard Street - 12th Avenue to S. Oakland Avenue
Hazel Street - School Place to Shawano Avenue
Fourth Street - S. Maple Avenue to Broadway

H. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 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 Improvement and Services 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.



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

MEETING DATE

February 26, 2025

PREPARED BY**AGENDA ITEM # E.1**

Consideration with possible action on request by Ald. Proffitt, on behalf of the resident at 1285 Cedar Street, for an exemption to the setback requirements of the City of Green Bay Street Terrace Policy for plantings in the terrace.

BACKGROUND

The City's Street Terrace policy was adopted by Common Council on June 19, 2012. That policy allows for plantings to be no closer than 18 inches from the back of curb and face of walk in areas having sidewalk. The resident at 1285 Cedar Street has her property planted in natural landscaping vegetation in lieu of turf grass and has requested a variance to the adopted policy to allow her terrace to be similarly planted. If the variance were to be granted, the height limitation of 12 inches would remain in effect and all plantings would need to achieve a minimum of 70 percent ground coverage to avoid erosion concerns.

RECOMMENDATION

Staff has no recommendation for this item.

FISCAL IMPACT**ATTACHMENTS**

1. 2024-01-14 Dist 7 to I and S
2. 1285 Cedar Aerial
3. 1285 Cedar St - Front
4. 1291 Cedar St - Angle
5. Street Terrace Policy

Online Form Submittal: Alders' Petitions and Communications

From noreply@civicplus.com <noreply@civicplus.com>

Date Tue 1/14/2025 1:54 PM

To Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>; Joseph Faulds <Joseph.Faulds@greenbaywi.gov>; Chris Wery <Chris.Wery@greenbaywi.gov>

Alders' Petitions and Communications

Name	Alyssa Proffitt
Committee Name	Improvement and Services Committee
Text of Communication	Requesting a variance in the street terrace policy. Specifically, an exemption from the required grass border strips on behalf of property owner of 1285 Cedar St.

Email not displaying correctly? [View it in your browser.](#)

Google Maps

1285 Cedar St

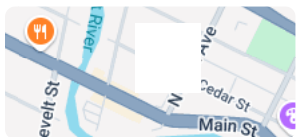
Green Bay, Wisconsin

Google Street View

Jul 2023 See more dates



Image capture: Jul 2023 © 2025 Google



Google Maps

1291 Cedar St

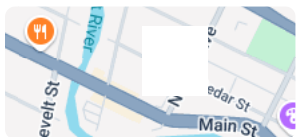
Green Bay, Wisconsin

Google Street View

Jul 2023 See more dates



Image capture: Jul 2023 © 2025 Google



CITY OF GREEN BAY STREET TERRACE POLICY

1. Purpose: It is the purpose of this policy to establish guidelines to allow property owners to plant and maintain the terrace area adjoining their property in a manner which enhances and improves the aesthetic appearance of City streets.
2. Definitions:
 - a. “Noxious Weeds” means those weeds as defined in §8.11(2)(d), Noxious Weeds and Maintenance of Vegetation, Green Bay Code of Ordinances.
 - b. “Ornamental Grasses and Groundcover” as defined in §8.11(2)(e), Noxious Weeds and Maintenance of Vegetation, Green Bay Code of Ordinances.
 - c. “Terrace” means the public right-of-way lying between the roadway and sidewalk, or where no sidewalk exists, between the roadway and the property line.
3. Plantings Permitted. A property owner shall be permitted to plant, care for and maintain plantings in the terrace adjacent to their property subject to the following restrictions:
 - a. Plantings are limited to annual and perennial plants, ornamental grasses, and groundcovers.
 - b. Plantings shall be 3 feet or less in height for terrace areas without sidewalk and shall maintain a setback of 3 feet from the back of curb. For terrace areas with sidewalk, plantings shall be 12 inches or less in height and have a setback of 18 inches from the back of curb and sidewalk.
 - c. Plantings shall be maintained in such a way that there is no overhang or encroachment onto the sidewalks, curb or street.
 - d. Planting within 3 feet of a hydrant or 30 feet of an intersection, as measured from back of curb of intersecting street, shall be limited to 12 inches in height
4. Trees. Only trees that are planted and maintained by the Park & Recreation Department/Forestry Division are permitted in the terrace.
5. Paved Terraces. The City encourages property owners to maintain the terrace area in turf grass or in plantings as defined in 3 above; however, in those areas where the terrace area between the back of curb and sidewalk are 3 feet or less, the property owner may pave the area with concrete, asphalt or brick pavers. In no case may the terrace area be fill with mulch or landscape stone. Said material may be placed around trees provides proper edging is placed around the tree to contain the material.

6. Uses Not Permitted. The following are not permitted in the terrace area:
 - a. The installation of objects deemed to be a hazard to motorists, bicyclists and pedestrians such as landscaping rocks/boulders, railroad ties, aboveground planting beds/planters, fencing, posts (mailbox posts are exempt), etc.
 - b. Hedges, bushes and vegetable gardens.
 - c. Re-grading terrace area without approval of the Department of Public Works. Grades within the terrace areas shall conform to the City sidewalk grade requirements.
7. Public Works and Public Utilities: Notwithstanding the foregoing, all terrace areas remain public property and are subject to the right of the City, its contractors, and public utilities and their contractors to excavate within the terrace for repair, maintenance or installation of any street, sidewalk, public utility; storage of snow; or for any other necessary public purpose. In the event the City or public utility disturbs or removes plantings in the course of such work, it shall be responsible only to restore the terrace to the original grass state in accordance with the City's terrace restoration policy. Further, the City shall have the right to remove or restrict any plantings that are deemed to interfere with the safety of motorists, pedestrians and/or bicyclists.



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

MEETING DATE

February 26, 2025

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

Consideration with possible action on request by Ald. Prestley to conduct a street light study on Wisconsin Avenue.

BACKGROUND

A resident on Wisconsin Avenue has requested that a streetlight be installed on the street. Typical streetlight spacing is 300 feet within the City, and streetlights are typically installed at street intersections. There is currently a streetlight at the intersection of Wisconsin Avenue and East Shore Drive on the south side of East Shore Drive. The distance from this streetlight to the north end of the road is 275 feet. There is no existing power pole at the north end of the road. The distance from the current light at the intersection and the furthest pole that could accommodate a light is approximately 175 feet.

RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT**ATTACHMENTS**

1. Lighting General East Shore Drive
2. Wisconsin Lighting
3. 2025-02-13 Dist 6 to I and S



To request a street light study on Wisconsin Avenue

Background - City light spacing is 300 feet. None of the State Streets north of East Shore Drive has lighting as the blocks are short and used to access homes not general motoring traffic. The intention of roadway lighting is to light roadway not residential lots.

1 in = 300 ft



To request a street light study on Wisconsin Avenue

Recommendation - Wisconsin Avenue is like many of short seagments of roadways north of East Sore Drive that does not have streetlighting. Since Wisconsin Avenue is only 250 feet in length and only serves as an access to 4 homes not general motoring traffic our recommendation is to not install a streetlight.

1 in = 50 ft



Existing WPS power pole 130 feet north of East Shore Drive. Wisconsin Avenue is 250 feet from East Shore Drive to its norther terminus.



To request a street light study on Wisconsin Avenue

1 in = 50 ft

Recommendation - Wisconsin Avenue is like many of short seagments of roadways north of East Sore Drive that does not have streetlighting. Since Wisconsin Avenue is only 250 feet in length and only serves as an access to 4 homes not general motoring traffic our recommendation is to not install a streetlight.

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Joseph Faulds](#); [Chris Wery](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Thursday, February 13, 2025 5:25:28 PM

Alders' Petitions and Communications

Name	Joey Prestley
Committee Name	Improvement and Services Committee
Text of Communication	To request a street light study on Wisconsin Avenue

Email not displaying correctly? [View it in your browser.](#)



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Ald. Hinkfuss on behalf of Craig Francois, 2965 Shelter Creek Lane, to appeal the charges levied against the property for placing yard waste in the street for collection instead of keeping it on the curb.

BACKGROUND

On October 24, 2024, the property at 2965 Shelter Creek Lane was tagged for having yard waste/leaves in the street. The property owner was notified by letter and informed that further violations would result in a fee. On November 7, 2024, a significant amount of leaves/yard waste was again noted in the street. Staff collected the material and submitted an invoice to the property owner. The property owner is contesting the charge.

RECOMMENDATION

Staff recommends that the invoice issued to the property owner stand.

FISCAL IMPACT

ATTACHMENTS

- I. 2965 Shelter Creek







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

MEETING DATE

February 26, 2025

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

Consideration with possible action on request by Department of Public Works to accept a Pre-Disaster Flood Resilience Grant (PDFRG) from Wisconsin Emergency Management in the amount \$250,000.00 to begin implementation of “*East River Emilie Park Wetland Restoration for Flood Resiliency in Green Bay*” project.

BACKGROUND

The City of Green Bay applied for grant funding from Wisconsin Emergency Management for the final engineering design, regulatory coordination, stakeholder engagement, and to begin construction of an 11-acre urban wetland within East River Emilie Park. This project will restore historic wetland functions, reduce flood risks, improve water quality, and enhance wildlife habitat, while offering educational and recreational opportunities for the community. This is a two-year grant; however full project implementation is expected to take three years. Additional sources of funding have been secured, and some are pending.

The City’s contribution consists of secured and pending funding sources, along with in-kind contributions. To ensure the successful implementation of all project components, the City strategically applied for funding amounts exceeding the estimated total project costs, thereby increasing the likelihood of securing sufficient resources to complete the initiative.

RECOMMENDATION

Staff recommends the I&S Committee accept this grant award.

FISCAL IMPACT

\$75,000.00 matching funds from stormwater utility and in-kind staff time.

ATTACHMENTS

1. 2025 PDFRG Green Bay City Award Agreement-GE-Signed
2. 2025 PDFRG Green Bay, City Budget Summary



STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS

DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865



February 18, 2025

Melissa Schmitz, Resiliency Coordinator
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: SFY 2025 PDFRG/East River Emilie Park Wetland Restoration
WEM Grant Number: PDFRG-2025-10-I

Dear Melissa Schmitz:

Congratulations! Wisconsin Emergency Management (WEM) has approved a grant award to City of Green Bay (the grantee/the recipient) in the amount of \$250,000.00. These funds are from WEM's Pre-Disaster Flood Resilience Grant (PDFRG) available through the State of Wisconsin. This grant supports the City of Green Bay SFY 2025 PDFRG/East River Emilie Park Wetland Restoration project.

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials; all requirements, including reporting, outlined in the Terms and Conditions; and the enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement. **Once signed, return one copy to WEM via email to DMAWEMHazardMitigation@widma.gov, and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Katie Sommers, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Engle', with a long horizontal flourish extending to the right.

Greg Engle
Administrator
Wisconsin Emergency Management

**SFY 2025 Pre-Disaster Flood Resilience Grant (PDFRG)
East River Emilie Park Wetland Restoration
PDFRG-2025-10-I**

This grant award agreement (Agreement) is made by and between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and City of Green Bay (the Grantee) to establish the obligations the Grantee must assume in exchange for an award of funds in the amount of \$250,000.00 under the State of Wisconsin Statutes § 323.63 for the Pre-Disaster Flood Resilience Grant program. WEM and City of Green Bay are referred to individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, WEM is authorized to make funds (Grant Funds) available under the Pre-Disaster Flood Resilience Grant as described in the Grant Application; and

WHEREAS, the Grantee applied to WEM for Grant Funds; and

WHEREAS, WEM has approved the application and the Grantee desires to accept the Grant Funds;

NOW THEREFORE, in consideration of the mutual promises set forth below and other considerations, the Parties agree as follows.

TERMS AND CONDITIONS

1. The Recitals are incorporated by reference in this Terms and Conditions section of the Agreement.
2. The submitted application as approved by WEM is incorporated by reference in the Terms and Conditions section of this Agreement.
3. The Grantee shall administer the programs or projects within the grant period for which this grant is awarded and referenced in Exhibit A, in accordance with the applicable rules, regulations, limitations, and conditions set forth in Exhibit B and Exhibit C, which are made part of this Agreement by reference.
4. The individuals executing this Agreement represent that they have the authority to sign this Agreement on behalf of and bind their respective Parties.

THE PARTIES, BY THE SIGNATURES BELOW, AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO BE BOUND BY THEM.

**Wisconsin Department of Military Affairs,
Division of Emergency Management
(WEM)**



2-18-2025

Greg Engle
WEM Administrator

Date

Grantee

City of Green Bay

Eric Genrich
Mayor

Date

WEM Grant Agreement PDFRG-2025-10-I
Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: State of Wisconsin Statutes § 323.63
State Identification Number: 465.318
Funding Award Description: Grants for the purpose of identifying flood vulnerabilities, identifying options to improve flood resiliency, and restoring hydrology in order to reduce flood risk and damages in flood-prone communities.

Approved Award Information

Award date: **February 18, 2025**

Grantee: **City of Green Bay**

Project Title: **SFY 2025 PDFRG/East River Emilie Park Wetland Restoration**

Grant Period: From **6/30/2025** To **6/29/2027**

Grant Number: **PDFRG-2025-10-I** Award Amount: **\$1,578,541.90**

Project Director: Melissa Schmitz, Resiliency Coordinator; City of Green Bay

Project Summary: Wetland restoration

Approved Award Budget

<u>Budget Cost Category</u>	<u>Award</u>
Personnel	\$ 0.00
Mobilization	\$50,000.00
Materials	\$95,366.90
Supplies	\$ 0.00
Travel	\$ 0.00
Construction/Contractual	\$1,314,075.00
Other	\$119,100.00
Contingency	\$ 0.00
TOTAL APPROVED BUDGET	\$1,578,541.90
STATE SHARE	\$250,000.00
MATCH IDENTIFIED IN APPLICATION	\$1,328,541.90
REQUIRED MATCH BASED ON STATE SHARE¹	\$83,333.34

¹ This is the minimum required amount of match if the grantee spends the full state share. It may be the same amount as the match identified in the application. Any additional match will not result in an increased state share.

WEM Grant Agreement PDFRG-2025-10-I
Exhibit B – Special Conditions and additional monitoring.

Grantee:	City of Green Bay	Award Date:	February 18, 2025
Project Title:	SFY 2025 PDFRG/East River Emilie Park Wetland Restoration		
Grant No.:	PDFRG-2025-10-I		

1. Pre-Award Costs

Costs incurred prior to acceptance of the grant award by the recipient, indicated by signing this grant award, are not allowable costs for the award.

2. Permits

All required permits must be obtained by the recipient. The recipient must provide copies of all permits to WEM prior to grant closeout.

3. Conditional Letter of Map Revision/Letter of Map Revision

If required by federal, state, or local law, the recipient must work with the Federal Emergency Management Agency (FEMA) to file a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR). Costs for this are eligible grant expenses.

4. Quarterly Reports

The recipient is required to submit quarterly progress reports to WEM via email using WEM's Quarterly Progress Report form. Reports covering the previous quarter are due to WEM via email January 15, April 15, July 15, and October 15 each quarter during the period of performance of the grant and prior to grant closeout.

5. Reimbursements

To request reimbursement of expenses, the recipient must complete and submit to WEM via email WEM's Request for Reimbursement form. The recipient must include documentation of expenses including invoices, receipts, time sheets, travel expenses, proof of payment, etc. Final reimbursement will be made only after WEM verifies that all requirements and conditions of the grant have been met.

6. Cost Underruns and Overruns

If there is a cost underrun for the project, final reimbursement for the state share will be adjusted not to exceed 75% of the actual costs of the project. Any costs in excess of the approved award amount are the responsibility of the recipient.

7. Final Report

Within 30 days of project completion or 2 years after receiving the grant award, whichever is first, the recipient shall provide to WEM a final report summarizing project goals, activities conducted with the grant, data and other observations demonstrating progress toward project goals, and all

studies, reports, and plans produced as a result of the grant. These materials will be posted on WEM's website.

8. Closeout Liquidation Period

The recipient has 30 days after project completion or the end of the grant period, whichever is sooner, to submit to WEM final reimbursement documentation.

WEM Grant Agreement PDFRG-2025-10-I

Exhibit C – DMA/WEM Standard Terms & Conditions

Article I. Program requirements

All the instructions, guidance, limitations, and other conditions set forth in Wis. Stats. 323.63, program materials, and the application form for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements.

Article II. Compliance with award Terms and Conditions

Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA/WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, DMA/WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
- (b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
- (c) *Wholly or partly suspend or terminate the award.*
- (d) *Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.*
- (e) *Withhold further state or federal awards for the project or program.*
- (f) *Take other remedies that may be legally available.*

Article III. Recipient responsibilities

In accepting this financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

Article IV. Order of precedence

Any inconsistency or conflict in the Terms and Conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

Article V. Adherence to original project objectives and budget estimates

The recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award, and only with the prior written approval of the program authorizing official or delegate.

Article VI. Acceptance of post-award changes

In the event DMA/WEM determines that changes are necessary to the award agreement after an award has been made, including changes to period of performance or Terms and Conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article VII. Prior approval and modifications

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense. The following require DMA/WEM's **advance** written approval:

- i. *Changes to key personnel.*
- ii. *Changes to the grant period must be submitted prior to the approved end date of the grant.*
- iii. *Changes to the scope, objectives, performance measures and intent of the approved award.*
- iv. *Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the recipient.

Article VIII. Allowable activity and costs

Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary, and reasonable. To be allowable under a grant program, costs must match the grant's approved award and must comply with the following:

- (a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.

- (b) If incurred within the performance period, payment must be made within 30 days of the grant period end date and prior to submitting a request for reimbursement.

Article IX. Project Income

All income generated as a direct result of a grant-funded project shall be deemed project income. Project income must be used for the purpose and under the conditions applicable to the award. Project income should be used as earned and accounted for in your reimbursement request.

Article X. Duplication of Benefits

Any cost allocable to and provided for a particular financial assistance award may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article XI. Procurement

Recipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal, state, local, and tribal laws and procurement standards. Under Wis. Stat. § 16.73, the State of Wisconsin's Department of Administration (DOA) is able, upon request, to provide technical purchasing information such as standard forms, manuals, product specifications, standards, and contract templates.

Article XII. Travel expenses

Recipients shall use their own travel policy and procedures, provided that the policy and procedures conform to applicable state law and federal law.

Article XIII. Equipment and supplies

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The recipient is required to maintain proper training and inventory records for the appropriate retention period.

Article XIV. Acknowledgement of funding from WEM

Recipients must acknowledge their use of funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

Article XV. Payments and closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements including quarterly reports and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If DMA/WEM determines that payment to the recipient was not proper after the payment has been made, WEM will notify the recipient of recoupment in writing after which the recipient has 30 days to repay WEM or appeal the decision.

Article XVI. Monitoring

- (a) Recipients must complete all required reporting and Special Conditions as stated in the Award Agreement and upon the request of WEM officials.
- (c) Recipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
- (d) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article XVII. Best practices for collection and use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, social security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XVIII. Maintaining, retaining and access to records

All recipients, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Recipients must maintain official grant records of all grant-related activity, adherence to grant requirements, and grant-funded costs. This includes but is not limited to documentation of actual time and effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Recipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs, and/or Wisconsin Emergency Management.
- (c) Recipients must give access to DMA/WEM to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities or personnel.

Article XIX. Nondiscrimination

In connection with the performance of work under this agreement the recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5), arrest or conviction record, sexual orientation, as defined in Wis. Stat. § 111.32(13m), or national origin, or ancestry, or marital status. 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 recipient further agrees to take affirmative action to ensure equal employment opportunities. The recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

Article XX. Liability

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the recipient, or to any individuals or entities with whom the recipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the recipient for services rendered pursuant to the Award Agreement. The recipient agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees harmless from all claims or causes of action arising from the performance of this award by the recipient or recipient's agent or employees.

Article XXI. Establishment of safeguards

The recipient shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes § 946.10 and § 646.13.

Article XXII. Termination of Agreement

Any termination of this Award Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This Award Agreement may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this Award Agreement at any time for cause by delivering thirty (30) days written notice to the recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) DMA/WEM may terminate this Award Agreement at will effective upon delivery of written notice to the recipient, under any of the following conditions:
 - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
 - (ii) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments by this grant.
 - (iii) If any license or certification required by law or regulation to be held by the recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.

2025 PRE-DISASTER FLOOD RESILIENCE GRANT BUDGET SUMMARY

CITY OF GREEN BAY - IMPLEMENTATION GRANT - PDFRG-2025-10-I

	DUE DILIGENCE	PERMITTING	DESIGN	STAKEHOLDER ENGAGEMENT & FUNDING SUPPORT	MATERIALS	CONSTRUCTION	TOTAL	STATE SHARE (75%; MAX \$250,000)	MATCH FROM APPLICATION	TOTAL	REQUIRED MATCH (25%)
BUDGET	\$ 26,000.00	\$ 35,500.00	\$ 39,500.00	\$ 18,100.00	\$ 95,366.90	\$ 1,364,075.00	\$ 1,578,541.90	\$ 250,000.00	\$ 1,328,541.90	\$ 1,578,541.90	\$ 83,333.34
REQUEST NO. 1							\$ -			\$ -	
BALANCE	\$ 26,000.00	\$ 35,500.00	\$ 39,500.00	\$ 18,100.00	\$ 95,366.90	\$ 1,364,075.00	\$ 1,578,541.90	\$ 250,000.00	\$ 1,328,541.90	\$ 1,578,541.90	\$ 83,333.34
REQUEST NO. 2							\$ -			\$ -	
BALANCE	\$ 26,000.00	\$ 35,500.00	\$ 39,500.00	\$ 18,100.00	\$ 95,366.90	\$ 1,364,075.00	\$ 1,578,541.90	\$ 250,000.00	\$ 1,328,541.90	\$ 1,578,541.90	\$ 83,333.34
REQUEST NO. 3							\$ -			\$ -	
BALANCE	\$ 26,000.00	\$ 35,500.00	\$ 39,500.00	\$ 18,100.00	\$ 95,366.90	\$ 1,364,075.00	\$ 1,578,541.90	\$ 250,000.00	\$ 1,328,541.90	\$ 1,578,541.90	\$ 83,333.34
REQUEST NO. 4							\$ -			\$ -	
BALANCE	\$ 26,000.00	\$ 35,500.00	\$ 39,500.00	\$ 18,100.00	\$ 95,366.90	\$ 1,364,075.00	\$ 1,578,541.90	\$ 250,000.00	\$ 1,328,541.90	\$ 1,578,541.90	\$ 83,333.34
REQUEST NO. 5							\$ -			\$ -	
BALANCE	\$ 26,000.00	\$ 35,500.00	\$ 39,500.00	\$ 18,100.00	\$ 95,366.90	\$ 1,364,075.00	\$ 1,578,541.90	\$ 250,000.00	\$ 1,328,541.90	\$ 1,578,541.90	\$ 83,333.34
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BALANCE	\$ 26,000.00	\$ 35,500.00	\$ 39,500.00	\$ 18,100.00	\$ 95,366.90	\$ 1,364,075.00	\$ 1,578,541.90	\$ 250,000.00	\$ 1,328,541.90	\$ 1,578,541.90	\$ 83,333.34

Transfer of funds between budget cost categories in the approved budget shall receive the prior approval of Wisconsin Emergency Management when such cumulative transfers among those cost categories exceed 10% of the total budget.



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works Operations Division to purchase a closed-circuit televising truck 2025 Aries Pathfinder and Wolverine 2.0 System outfitted in a 2025 Ford F550 from JWR off Sourcewell Contract #120721-ARS for the price of \$475,865.00 which includes delivery, warranty, and operator training.

BACKGROUND

The Department of Public Works utilizes a closed-circuit televising truck to inspect the City's sanitary and storm water sewer systems. Unit # 250, a 2019 Aries Pathfinder camera system outfitted in a 2019 Transit 350 van is scheduled for upgrade and replacement and the replacement has been approved in the 2025 budget. Existing unit #250 will be repurposed within the Sewer Department.

RECOMMENDATION

To Approve Purchase

FISCAL IMPACT

ATTACHMENTS

- I. Req CCTV Truck (003)

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: January 29, 2025

Re: Closed-Circuit Sewer Televising Truck



Item: Closed-Circuit Sewer Televising Truck

Cost: \$475,865

Vendor: JWR

Account# 428520-55140

Delivery: East Shop

Background:

The Department of Public Works utilizes a closed-circuit televising truck to inspect the City's sanitary and storm water sewer systems. Unit # 250, a 2019 Aries Pathfinder camera system outfitted in a 2019 Transit 350 Van is scheduled for upgrade and replacement and the replacement has been approved in the 2025 budget. Existing unit #250 will be repurposed within the Sewer Department.

Recommendation:

To purchase a 2025 Aries Pathfinder and Wolverine 2.0 System outfitted in a 2025 Ford F550 from JWR off Sourcewell contract# 120721-ARS for the price of **\$475,865** which includes delivery, warranty, and operator training.



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

MEETING DATE

February 26, 2025

PREPARED BY**AGENDA ITEM # E.6**

Consideration with possible action on request by Department of Public Works Operations Division to purchase a Generac 75kVa trailer-mounted generator from Wolter, Inc., off Sourcewell contract# 092222-GNR for the price of \$57,033.00 which includes delivery, warranty, and operator training.

BACKGROUND

The Department of Public Works Utility Division utilizes trailer mounted generators during power outage situations to operate the Main Street bridge, run lift stations, and supply power other emergency needs. To increase response time and provide the ability to supply power for additional lift stations, an additional generator has been approved for purchase in the 2025 budget.

RECOMMENDATION

Approve Purchase

FISCAL IMPACT

\$57,033.00

ATTACHMENTS

1. City of GB PO - 2500005_Generator
2. MDG75 Green Bay Proposal
3. 75kVA Trailer Mounted Generator Req



Bill To 10301
Purchasing Department
100 N Jefferson Street
Room 101
Green Bay Wi 54301-5026

Ship To
DPW/OPERATIONS WEST
519 S ONEIDA ST
GREEN BAY, WI 54303

Vendor 35467
WISCONSIN LIFT TRUCK CORP
DBA: WOLTER POWER SYSTEMS
3125 INTERTECH DR
BROOKFIELD, WI 53045

City of Green Bay Purchase Order

Fiscal Year 2025

Page 1 of 1

**THIS PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING DOCUMENTATION**

Purchase Order Number **02500005**

Purchase Order Date **01/14/2025**

Department **DPW/OPERATIONS WEST**

Payment Terms **30 Days**

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
262-617-0271		35467	12	Kristal Dryer	

NOTES

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading
Item: 55kVA trailer mounted generator

Cost: \$38,745 on
Sourcewell Contract# 092222-GNR

QUOTE #: 20891887

Vendor: Wolter, INC - CONTACT: JAKE PANNEMANN 262-693-5928

Account# 428520-55501

Delivery: West Shop

Leadtime: 5-6 weeks

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	55kVA TRAILER MOUNTED GENERATOR (428520-55501) GL #: 428520 - 55501	1.0000	EACH	\$38,745.0000	\$38,745.00

Vendor Instructions *Immediately notify if you are unable to ship this order by delivery date *Shipping Cartons, Packing Slips and Invoices must be legibly marked with the following info : PO#, Vendor Name, Quantity, Complete or Partial Order Fulfillment. *This Purchase Order is tax exempt and governed by all applicable Federal, State and Local Laws.

Thomas J. Walenski Sr. - Procurement
Manager

Total Ext. Price \$38,745.00

Purchase Order Total \$38,745.00

Purchase Order

CITY OF GREEN BAY PURCHASE ORDER STANDARD TERMS AND CONDITIONS

The Purchase Order and these terms and conditions shall form the Agreement between the Vendor and the City of Green Bay. If there is any inconsistency between the Purchase Order and these terms and conditions, these terms and conditions shall take precedence. If there is a separate contract between the parties, the terms and conditions of that contract shall control.

Definitions- "City" means the City of Green Bay. "Vendor" means the person, firm, company, limited liability company or corporation supplying the goods or services under City's purchase order/contract, including these Terms and Conditions (the "Order"), and includes all sales or other agents, subcontractors, employees, and distributors thereof.

Price- The order must not be filled at higher prices than listed on the Purchase Order without authority of City, and it is agreed that your price will be the lowest prevailing market price. Any price increase or surcharge proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder that are demonstrated to be industry wide.

Delivery Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise stated. Vendor shall bear all handling, transportation, and insurance charges. Failure of the Vendor to adhere to delivery schedules as specified or to promptly replace rejected materials with same materials shall render the Vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs. Title of goods shall pass upon acceptance of goods at the City's receiving facility.

Payment Terms The City will pay properly submitted vendor invoices within thirty (30) days from receipt of invoice. Invoices presented for payment must be submitted with reference to purchase order number and submittal to the correct address for processing. Invoices submitted more than 60 days after the last day of service or after delivery shall not be paid and will be returned to the Vendor. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

Quantity Delivery of any material over and above the actual quantity specified on the order will be at the risk of the Vendor and payment will not be made for such overruns unless agreed to in writing by the City.

Quality - Unless otherwise indicated all material shall be first quality and must be as specified and will be subject to inspection and approval of City after delivery. Items which are used, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval. The City reserves the right to reject and return at the risk and expense of the Vendor such portion of any shipment which may be defective or fails to comply with specifications without invalidating the remainder of the order. If rejected, it will be held for disposition at expense and risk of the Vendor. The Vendor shall correct or replace rejected materials without expense to City. No substitutions may be made without prior written approval.

Warranty Vendor warrants the following: (i) all goods delivered will be free from defects in material and workmanship for a period of one year after receipt; (ii) Vendor has good title to the goods provided to City and passes such title to City free from any liens, security interests or other encumbrances; (iii) the goods are merchantable and fit for the purpose intended; (iv) all services shall be completed in a professional, workmanlike manner and in accordance with applicable specifications, and (v) the goods and services provided under the Order will not infringe or violate any patents, trade secrets, trademarks, copyrights, or other rights of any third party. To the extent applicable, Vendor shall assign all express warranties of any manufacturer of the goods for the benefit of City.

Hazardous Materials All packaging, transportation and handling of hazardous materials shall be in accordance with applicable laws and regulations; Vendor shall be responsible for any noncompliance. All Vendors who supply hazardous materials shall provide Material Safety Data Sheets with the order.

Indemnification - Vendor hereby agrees to indemnify, defend, and hold harmless the City of Green Bay, 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 Vendor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives, and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, 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 of Green Bay, its elected and appointed officials, officers, employees, agents, representatives, and volunteers. Vendor shall reimburse the City of Green Bay, 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 Vendor employs other persons, firms, corporations, or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Vendor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, 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.

Assignment Vendor may not assign or delegate its rights or duties in whole or in part under this Agreement without the prior express written consent of the City.

Force Majeure Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Order Acceptance Any acceptance of the Order by the Vendor, whether in writing or by performance, is limited to and shall be subject to these Terms and Conditions, or in any written amendment signed by City and binding upon Vendor. Any proposal for additional or different terms in any document provided by Vendor to change the terms of the Order is rejected and shall not be effective.

Acceptance by City Goods and/or services purchased under the Order are subject to City's inspection and approval within a reasonable time, but not less than 60 days after delivery. City, at its option, may reject all of any portion of such goods or services which do not conform in every respect with the terms of the Order, or require Vendor to provide replacement goods or re-perform services in conformity with the terms of the Order at Vendor's cost. If City elects to

accept nonconforming goods or services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the contract price thereof to compensate City for the nonconformity. Any acceptance by City shall not be deemed a waiver or settlement of any defect in such goods and/or services.

Risk of Loss Until accepted by City as provided above, Vendor shall bear all risk of loss and damage, unless such loss results from the negligence of City.

Change, Cancellation and Termination The Order can be changed, terminated, or canceled by City for any reason, including convenience upon prior written notification to Vendor. In the event of a change, City and Vendor will make a fair and equitable modification to their rights and obligations under the Order, if such change results in an increase or decrease in costs to be incurred or time needed to complete performance of the Order. Termination or cancellation for convenience by City will entitle Vendor to payment for only those goods or services delivered, received, and accepted and not subsequently rejected by City. City may immediately terminate the Order without prejudice to any right or remedy, after giving Vendor notice of any breach by Vendor of its obligations hereunder. The City reserves the right to cancel, without penalty, this Order in whole or in part due to non-appropriation of funds.

Taxes The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 47920.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

Confidentiality Vendor shall (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) hold and protect as such, all information and documents identified by the City as confidential. Vendor may request trade secret status for data or a document by submitting a request for trade secret status when the data or document is submitted to the City. The City will respond in writing with the determination of status.

Open Records - Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to disclosure under the Wisconsin Public Records Law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the City harmless from liability under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.

Compliance with Laws Vendor shall comply with all local, state, and federal laws, regulations, ordinances, and orders applicable to the goods delivered and/or services rendered under the Order including, but not limited to, obtaining all necessary licenses and permits. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules, and regulations in effect under the requirements of all Federal, State, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish Safety Data Sheets (SDS) whenever applicable. Vendor shall comply with the requirements of Wis. Stat. 77.66, pertaining to the collection and payment of sales and use tax. If it is determined by the City that such standards are not met, the Vendor agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

Licenses Vendor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Order.

City's Property Unless provided otherwise, all materials, including documents, drawings, specifications and tools, furnished or paid for by City shall remain the exclusive property of City unless otherwise specified in contract, agreement, etc. All documents, drawings, and specifications shall be considered confidential and not disclosed to any third party. All materials shall be returned to City upon Vendor's completion of its obligations under the Order. Vendor assumes all liability for loss or damage of such materials caused by Vendor's negligence, excluding normal wear and tear. The Vendor shall not publish or use for a purpose outside of this Order, other than expressly required or permitted by this Order, without the prior written authorization of the City.

Independent Contractor Vendor is an independent contractor for all purposes of the Order and its employees shall not be deemed to be employees or agents of the City. Vendor has not express or implied authority to bind the City by contract or otherwise.

No Waiver of a breach of any provision of the Order shall not constitute waiver of future compliance with such provision nor shall it be construed as a waiver of any other breach. No failure to exercise, and no delay in exercising, any right, power, or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof.

Choice of Law - This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of law provisions. The Parties agree, for any claim or suit or other dispute relating to this Order that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Easter District of Wisconsin.

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.

Severability If any provision of the Order, including these Terms and Conditions, shall be declared illegal, void or otherwise unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.

Rights and Remedies The rights and remedies of City and Vendor set forth in the Order are cumulative in addition to any other rights or remedies that they may have at law or in equity.

Amendment This Order is binding on the Parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Order may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Order.

Entire Agreement This Order and Terms and Conditions together with any attachments or written amendments signed by City, constitutes the entire agreement between the parties.

Authority Vendor represents that it has the authority to enter into this Order. If the Vendor is not an individual, the person signing on behalf of the Vendor represents and warrants that the signor is authorized to bind the Vendor to this Order.



PROPOSAL FOR:
City of Green Bay – MDG75

Prepared By:
Jake Pannemann



HEADQUARTERS: 3125 INTERTECH DRIVE | BROOKFIELD WI | 53045

▶ wolterinc.com



CUSTOMER: City of Green Bay

Proposal Date	Proposal #	Prepared By	Terms
2/4/2025	20953863	Jake Pannemann	Net 30 – Pending Approval

We would like to thank you for the opportunity to quote on your Generator Equipment requirements.
We are pleased to offer the following:

DESCRIPTION OF EQUIPMENT AND MATERIALS

Quantity 1 - Generac Mobile diesel engine-driven generator set MDG75DF4, consisting of the following features and accessories:

- Trailered Unit
- 75KVA Rating, 60Hz
- 3-Position Voltage Selector Switch
 - 277/480VAC Three Phase
 - 120/208VAC Three Phase
 - 120/240VAC Single Phase
- Prime Duty Rating
- CSA
- Standard Alternator
- Variable Speed Cooling Fan
- Standard Run Single Wall Tank
- Single Axle
- Electric Brakes
- 2 in. Ball Hitch Adjustable
- Trailer Adapter, Flat 4 to Round 7 Spade
- Aluminum Storage Box
- 10 Amp Battery Charger
- Standard Cold Weather Pkg
- CCV Heater
- Fuel Filter Heaters
- Oil Pan Heater
- 60 Ethylene Glycol/40 Water
- Permanent Magnet Excitation
- Fuel and Fluid Containment
- Buck Transformer
- Connection Lugs
- Convenience Receptacles
- PM Voltage Regulator
- MDG75DF4

Site Services

- *Freight to site (Offloading by others)*



Material
Handling



Automation
& Robotics



Cranes
& Hoists



Engineered
Systems



Standby Power
& Generators



Workplace
Storage



Industrial
Storage & Handling



Railcar
Movers



•• TOTAL EQUIPMENT AND ACCESSORIES ••

Project Description	Total Net Price
MDG75 Mobile Generator	\$57,033.00

Lead Time: 10-12 Weeks

Sourcewell #: 092222-GNR

Prices Valid Until:5/5/2025

Clarifications – Additional Notes:

1. Unless specifically listed in our Bill of Materials, equipment not indicated is assumed to be supplied by others.
2. Electrical & Mechanical Installation provided by others.
3. Gas Regulator provided by others. Examples of suitable brands for engine generator service: Sensus5, Emerson Fisher, Itron
4. Diesel Fuel provided by others.
5. Basic Startup & Testing performed during normal business hours (M-F / 7:00am-4:30pm)
6. No Seismic, Local IBC building codes or Unique Local Emissions regulations are included within the pricing.
7. All pricing is Subject to change / base on any scope or BOM changes.
8. Generators subject to storage fees if not accepting delivery within 90 days of completion. \$100/month on mobile units. \$200/month on units <250kW. \$400/month on units >= 250kW.



Material
Handling



Automation
& Robotics



Cranes
& Hoists



Engineered
Systems



Standby Power
& Generators



Workplace
Storage



Industrial
Storage & Handling



Railcar
Movers



Buyer hereby grants to Seller a security interest in all equipment and materials listed herein to secure payment in full of the purchase price of all such equipment and materials, and performance of all other obligations by Buyer under this agreement; Buyer authorizes the Seller to file a UCC financing statement with respect to this security interest. All prices subject to sales tax (if applicable).

This Proposal is subject to Wolter, Inc's Standard Terms and Conditions, which are incorporated herein by reference. Buyer expressly agrees to such Standard Terms and Conditions and any inconsistent or additional terms submitted by Buyer are rejected. See: <https://www.woltergroupllc.com/terms-conditions/>

APPROVED AND ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

AUTHORIZED SIGNATURE: X _____

ACCEPTED BY SELLER:

QUOTATION SUBMITTED BY: Jake Pannemann
(Salesperson)

SIGNATURE: X _____

TITLE: _____

(This Quotation shall become a contract only upon signature by the Sales Manager of Seller at its business offices.)

If you have any questions, please contact us:

Sales Rep: **Jake Pannemann**
Cell Phone: **262-693-5928**
Email Address: **Jake.Pannemann@wolterinc.com**

Company: **Wolter, Inc.**
Address: **3125 Intertech Dr**
City/State/Zip: **Brookfield, WI 53045**

Customer Name: **City of Green Bay**
Quote Number: **20953863**
Quote Date: **2/4/2025**



Material Handling



Automation & Robotics



Cranes & Hoists



Engineered Systems



Standby Power & Generators



Workplace Storage



Industrial Storage & Handling



Railcar Movers

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: February 12, 2025

Re: 75kVA Trailer Mounted Generator



Item: 75kVA trailer mounted generator

Cost: \$57,033 on Sourcewell Contract# 092222-GNR

Vendor: Wolter, INC

Account# 428520-55501

Delivery: West Shop

Leadtime: 10-12 weeks

Background:

The Department of Public Works Utility Division utilizes trailer mounted generators during power outage situations to operate the Main Street bridge, run lift stations, and supply power other emergency needs. To increase response time and provide the ability to supply power for additional lift stations, an additional generator has been approved for purchase in the 2025 budget.

Recommendation:

To purchase a Generac 75kVa trailer mounted generator from Wolter, INC off Sourcewell contract# 092222-GNR for the price of \$57,033 which includes delivery, warranty, and operator training.



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by Department of Public Works Operations Division to purchase a KM International trailer-mounted 4-ton asphalt hotbox reclaimer from Monroe Truck Equipment off the Sourcewell contract# 080521-KMI for \$59,554.00 which includes delivery, warranty, and operator training.

BACKGROUND

The Department of Public Works utilizes trailer mounted asphalt hotbox reclaimers for performing repairs and maintenance to the top layer of the City's roads including patching potholes and addressing other surface level-damage. Unit 628, a 2011 Spaulding 4-ton hotbox trailer has reached it maximum service life and the replacement has been approved for purchase in the 2025 budget.

RECOMMENDATION

To approve purchase

FISCAL IMPACT

\$59,554.00

ATTACHMENTS

1. Quote hot box
2. Req 4-ton hotbox



1151 W Main Avenue
DePere, WI 54115
Sales Rep: Troy Redfearn
Ph: (920) 360-4446
www.MonroeTruck.com

J.O. #
Quotation ID: 2MAW004064
Date: 2/12/2025
Valid thru: 3/14/2025
Terms: NET 30
Quoted by: Mark Woelfel
Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:
GREEN BAY,CITY (OPERATION DIV) (ATTN:)
519 S. ONEIDA ST.
GREEN BAY, WI 54303
Ph: 920-492-3751 / Fax: 920-492-3747
Email:

Chassis Information

Year:	Make:		Model:		Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:	F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
KM INTERNATIONAL 4 TON TRAILER MOUNTED ASPHALT HOTBOX RECLAIMER	
- MODEL KM8000TEDD	
- 20' LONG	
- ELECTRIC BRAKES	
- DIESEL BURNER	
- UPGRADED LITHIUM-IRON BATTERY WITH HEATER	
- CONE HOLDER	
- WATER TANK	
- TWO (2) AMBER GREEN STROBES FACING FORWARD MOUNTED IN STAINLESS BOXES ON TOP OF HOTBOX	
- TWO (2) AMBER GREEN STROBES FACING REARWARD MOUNTED IN STAINLESS BOXES ON TOP OF HOTBOX	
- TWO (2) AMBER GREEN STROBES FACING ONE EACH SIDE MOUNTED IN STAINLESS BOXES ON TOP OF HOTBOX	
- SPRAY LINE FENDERS	
- 7 GALLON SOLVENT TANK MOUNTED TO TRAILER TONGUE	
- 4 HOLE TOOL RACK MOUNTED TO TRAILER TONGUE	
- SPARE TIRE/RIM MOUNTED TO TRAILER TONGUE	
- 12 VOLT LOADING HOIST WITH REMOTE CONTROL	
- 24" X 28" MOUNTING BASE FOR PLATE COMPACTOR	
- HAND TORCH WITH RETRACTABLE HOSE REEL	
- 12 VOLT WASH DOWN SPRAY SYSTEM WITH 2.2 GPM PUMP, 1 GALLON TANK AND REAR MOUNTED HOSE WRAP WITH SPRAY WAND	
- 30 GALLON HEATED TACK TANK. 10,000 BTU PROPANE BURNER	
- 3/4 ROPER SPRAY WAND AND 5.5 HP HONDA ENGINE	

Sourcewell Contract #080521-KMI

Quote Total: \$59,554.00

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail	MSO/MCO (ONLY check if legally required): ☐ MCO ☐ MSO
Customer Signature:	Customer P.O. Number: Date of Acceptance:



General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Con-firmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or under-standings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Con-firmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Re-quest"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Con-firmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed de-livery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS



4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control re-lease Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has rea-son to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each re-minder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall be-come due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, rea-sonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial de-liveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused govern-mental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Con-firmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Con-firmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period deter-mined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's re-quests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's re-quests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for pre-liminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, government measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Requestion Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: February 12, 2025

Re: 4-Ton Trailer Mounted Asphalt Hotbox Reclaimer



Item: 4-Ton Trailer Mounted Asphalt Hotbox Reclaimer

Cost: \$59,554 Sourcewell contract# 080521-KMI

Vendor: Monroe Truck Equipment

Account# 427503-55501

Delivery: West Shop

Background:

The Department of Public Works utilizes trailer mounted asphalt hotbox reclaimers for performing repairs and maintenance to the top layer of the City's roads including patching potholes and addressing other surface level-damage. Unit 628, a 2011 Spaulding 4-ton hotbox trailer has reached it maximum service life and the replacement has been approved for purchase in the 2025 budget.

Recommendation:

To purchase a KM International trailer mounted 4-ton asphalt hotbox reclaimer from Monroe Truck Equipment off the Sourcewell contract# 080521-KMI for \$59,554 which includes delivery, warranty, and operator training.



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

MEETING DATE

February 26, 2025

PREPARED BY**AGENDA ITEM # E.8**

Consideration with possible action on request by Department of Public Works Operations Division to purchase (2) 33 cubic yard New Way Sidewinder automated side loading truck bodies from Envirotech Equipment off the Sourcewell contract# 110223-NWY for the price of \$194,511.00 each totaling \$389,022.00 which includes delivery, warranty, and operator training.

BACKGROUND

The Department of Public Works-Sanitation Section utilizes automated side loading refuse trucks to collect the City's garbage and recycling by picking curbside placed toter carts. Automated side loading refuse trucks 134 and 136, both 2013 Loadmaster Eclipse bodies have reached their maximum useful service life, the replacements have been approved in the 2025 budget.

RECOMMENDATION

To approve purchase

FISCAL IMPACT

\$389,022.00

ATTACHMENTS

1. 2025 Refuse Truck Body Req
2. 2025 Refuse Truck Body Quote

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: February 15, 2025

Re: Automated Side Loading Refuse Truck Bodies



Item: (2) Automated side loading refuse truck bodies

Cost: \$194,511 each, total \$389,022

Vendor: Envirotech Equipment off Sourcewell Contract# 110223-NWY

Account# 427503-55502

Delivery: West Shop

Background:

The Department of Public Works-Sanitation Section utilizes automated side loading refuse trucks to collect the City's garbage and recycling by picking curbside placed toter carts. Automated side loading refuse trucks 134 and 136, both 2013 Loadmaster Eclipse bodies have reached their maximum useful service life, the replacements have been approved in the 2025 budget.

Recommendation:

To purchase (2) 33 cubic yard New Way Sidewinder automated side loading truck bodies from Envirotech Equipment off the Sourcewell contract# 110223-NWY for the price of \$194,511 each totaling \$389,022 which includes delivery, warranty, and operator training.



19750 Edgewood Dr
Lannon, WI 53046
T: 800-381-9134
F: 262-264-0725
E: support@envirotechequipment.net

Customer

City of Green Bay
Nathan Wachtendonk
519 S Oneida St
Green Bay, WI 54303

Quote No. 24-0024696

Date: 2/12/2025

Terms: Net 30

Delivery: Our Truck

FOB:

Item	Ordered	Description	Price	Total
Garbage Truck	1	New Way ASL 33 YD on Sourcewell # 110223 NWW to Include the follow options: Hopper Floor & Side Liner Arm Spill Shield Cleanout Chute Extension Hopper Wind Deflector Hydraulic Hopper Cover Hopper Access Ladder Shovel Broom Rack LED Lighting Package (2) Mid Body, (2) Mid Tailgate, (1) In Hopper and (1) LWR frt bolster facing arm (1) Lightbar 5 Oval rear (2) Oval Sides (7) Total Grote Mounted Mid Tailgate Safety Vision Triple Camera System w/7 Monitor PTO - Tandem Vance Drive Line Remote Grease Zerk Remote Grease System Pack & Body lift Pins Zerks on hopper door and covers Arm Not Stowed Audible Alarm Portportional Fingerteip A- Pillar Arm Controls Arm Controls Keypad Under Seat Pressurized Hydraulic Tank System 6" Cutouts for Eight (8) Strobe Light Locations Per Wired for Strobe Lights	194,511.00	194,511.00

***Providing Customer Satisfaction
Through Trusted Partnerships***

*Note: Any and all shipping and sales tax will be
added to this invoice.*

Sub-total	\$194,511.00
Tax ()	0.00
Total	\$194,511.00



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works Operations Division to purchase (2) International HV607 automated side loading refuse truck chassis from Packer City International off Sourcwell contract # 032824-NVS for the price of \$149,850.67 each, totaling \$299,701.34 which includes delivery, extended warranty and operator training.

BACKGROUND

The Department of Public Works-Sanitation Section utilizes automated side loading refuse trucks to collect the City's garbage and recycling by picking curbside placed toter carts. Automated side loading refuse trucks 134 and 136, both 2013 Peterbilt 320's have reached their maximum useful service life, the replacements have been approved in the 2025 budget.

RECOMMENDATION

To approve purchase

FISCAL IMPACT

\$299,701.34

ATTACHMENTS

1. 2025 Refuse Truck Chassis
2. 2025 Refuse Truck Chassis Req

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcwell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcwell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Gren Bay	PCI
Contact:	Nathan Wachtendonk	MW
Address:	100 No Jefferson St	
City/State/Zip:	Green Bay, WI 54306	
Phone:	920-492-3751	
Email:		

Proposal Number

14134

Date

2/7/2025

Quantity of this Specification

1

Single Sourcewell Transaction Total Volume

Chassis		
New 26 International HV607 6x4 Chassis		\$ 192,321.00
Base Chassis List	\$ 122,474.00	
Options List	\$ 69,847.00	
Sourcewell Contract Discount	31.0%	\$ (59,700.33)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 132,620.67
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee		\$ -
Non-Sourcewell Dealer Supplied Body		
		\$ -
		\$ -
Handling Fee		\$ -
Additional Post Build Work		
cab conversion		\$ 16,780.00
		\$ -
		\$ -
Handling Fee		\$ -
Service Contracts		
On Command		\$ 2,150.00
		\$ -
		\$ -
Additional Freight		
lot		\$ 725.00
		\$ -
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB		\$ 149,850.67
Final Sourcewell Total Vehicle(s) Price		\$ 149,850.67

Additional Sourcewell Qualified Content

Silver Package Award

\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcwell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: February 15, 2025

Re: Automated Side Loading Refuse Truck Chassis



Item: (2) Automated side loading refuse truck chassis

Cost: \$149,850.67 each, total \$299,701.34

Vendor: Packer City International off Sourcwell Contract# 032824-NVS

Account# 427503-55502

Delivery: West Shop

Background:

The Department of Public Works-Sanitation Section utilizes automated side loading refuse trucks to collect the City's garbage and recycling by picking curbside placed toter carts. Automated side loading refuse trucks 134 and 136, both 2013 Peterbilt 320's have reached their maximum useful service life, the replacements have been approved in the 2025 budget.

Recommendation:

To purchase (2) International HV607 automated side loading refuse truck chassis from Packer City International off Sourcwell contract # 032824-NVS for the price of \$149,850.67 each, totaling \$299,701.34 which includes delivery, extended warranty and operator training.



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on request by Great Lakes TV Seal, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 26, 2025

PREPARED BY**AGENDA ITEM # E.11**

Consideration with possible action on request by Department of Public Works to create Section 16-40(k), Green Bay Municipal Code, relating to construction site erosion control reinspection fee.

BACKGROUND

The Department of Public Works inspects development and redevelopment projects for compliance with construction site erosion control requirements under Ch. 16, Green Bay Municipal Code. Reinspection fees are used when permit holders do not comply with the requirements after being notified of non-compliance. The reinspection fee is a tool used by the City to obtain compliance. This is not a new fee; however, the proposed ordinance language incorporates the authority of the fee into Ch. 16 with the other erosion control requirements.

RECOMMENDATION

To approve the request by Department of Public Works to create Section 16-40(k), Green Bay Municipal Code, relating to construction site erosion control reinspection fee.

FISCAL IMPACT

N/A

ATTACHMENTS

1. Draft G.O. 05-25 Relating to Construction Site Erosion Control
2. Draft G.O. 06-25 Relating to Stormwater Management Permit Requirements

GENERAL ORDINANCE NO. 05-25

AN ORDINANCE
CREATING SECTION 16-40(k),
GREEN BAY MUNICIPAL CODE,
RELATING TO CONSTRUCTION SITE
EROSION CONTROL REINSPECTION FEE

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

SECTION 1. Section 16-40(k), Green Bay Municipal Code, is hereby created to read:

Sec. 16-40(k). Permitting requirements, procedures and fees.

(k) *Reinspection.* The erosion control permit holder shall pay a reinspection fee as shown in the City Fee Schedule to the Administering Authority when required. Reinspection fees may be charged for reinspection when the erosion control permit holder is in non-compliance with the approved erosion control plan or erosion control permit after being notified of the non-compliance. The reinspection fee shall not preclude the City from conducting enforcement under Sec. 16-44 of this chapter.

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
03/04/2025

GENERAL ORDINANCE NO. 06-25

**AN ORDINANCE
AMENDING SECTION 16-82(e)(7),
GREEN BAY MUNICIPAL CODE,
RELATING TO STORMWATER MANAGEMENT
PERMIT REQUIREMENTS**

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

SECTION 1. Section 16-82(e)(7), Green Bay Municipal Code, is hereby amended to read:

Sec. 16-82(e)(7). Permitting requirements, procedures and fees.

A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or ~~are transferred to subsequent private owners~~ until the responsibility is transferred to another responsible party as specified in the approved maintenance agreement. This requirement includes, ~~but is not limited to~~ the stormwater management practices, all trees, ~~vegetated practices~~, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan. The City shall conduct inspections to determine compliance with this requirement and shall assess inspection fees as provided for in the City Fee Schedule.

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
03/04/2025



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

MEETING DATE

February 26, 2025

PREPARED BY**AGENDA ITEM # E.12**

Consideration with possible action on request by Department of Public Works to amend Section 16-82(e)(7), Green Bay Municipal Code, relating to stormwater management permitting requirements.

BACKGROUND

The Department of Public Works inspects privately owned stormwater management practices in accordance with the City's municipal separate storm sewer system permit through Wisconsin Department of Natural Resources. The City is required to conduct these inspections at each permitted stormwater management practice once during every 5-year permit term. The proposed ordinance amendment incorporates this requirement into the City's municipal code and allows the City to charge a fee in accordance with the approved fee schedule.

RECOMMENDATION

To approve the request by Department of Public Works to amend Section 16-82(e)(7), Green Bay Municipal Code, relating to stormwater management permitting requirements.

FISCAL IMPACT

N/A

ATTACHMENTS

- I. Draft G.O. 18-24 Relating to Stormwater Management Permit Requirements

GENERAL ORDINANCE NO. 18-24

AN ORDINANCE
AMENDING SECTION 16-82(e)(7),
GREEN BAY MUNICIPAL CODE,
RELATING TO STORMWATER MANAGEMENT
PERMIT REQUIREMENTS

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

SECTION 1. Section 16-82(e)(7), Green Bay Municipal Code, is hereby amended to read:

Sec. 16-82(e)(7). Permitting requirements, procedures and fees.

A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or ~~are transferred to subsequent private owners~~ **until the responsibility is transferred to another responsible party** as specified in the approved maintenance agreement. This requirement includes, ~~but is not limited to~~ **the stormwater management practices**, all trees, ~~vegetated practices~~, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan. **The City shall conduct inspections to determine compliance with this requirement and shall assess inspection fees as provided for in the City Fee Schedule.**

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
07/30/2024



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.13

Consideration with possible action on request by Department of Public Works to review and approve the 2024 Annual Municipal Separate Storm Sewer System (MS4 Report).

BACKGROUND

The City of Green Bay is required to submit an annual report to Wisconsin Department of Natural Resources by March 31 of each year to report on compliance activities relevant to the City's municipal separate storm sewer system. A complete copy of the Draft 2024 Annual MS4 Report can be found on the City's website at <https://www.greenbaywi.gov/1535/MS4-Annual-Report>. The City is accepting public comment on the draft annual MS4 report and the City's stormwater management program in accordance with the City's MS4 permit.

RECOMMENDATION

To approve the Director of Public Works to submit the 2024 Annual MS4 Report to Wisconsin Department of Natural Resources in accordance with the WDNR MS4 Permit requirements.

FISCAL IMPACT

None. The work to complete the annual MS4 report is included within the Stormwater Utility budget.

ATTACHMENTS

- I. MS4 Annual Report - Memo Summary 2024



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: Steven Grenier – Director of Public Works

FROM: Adam Meade – Stormwater Engineering Technician

CC: Valerie Joosten – Utility Manager

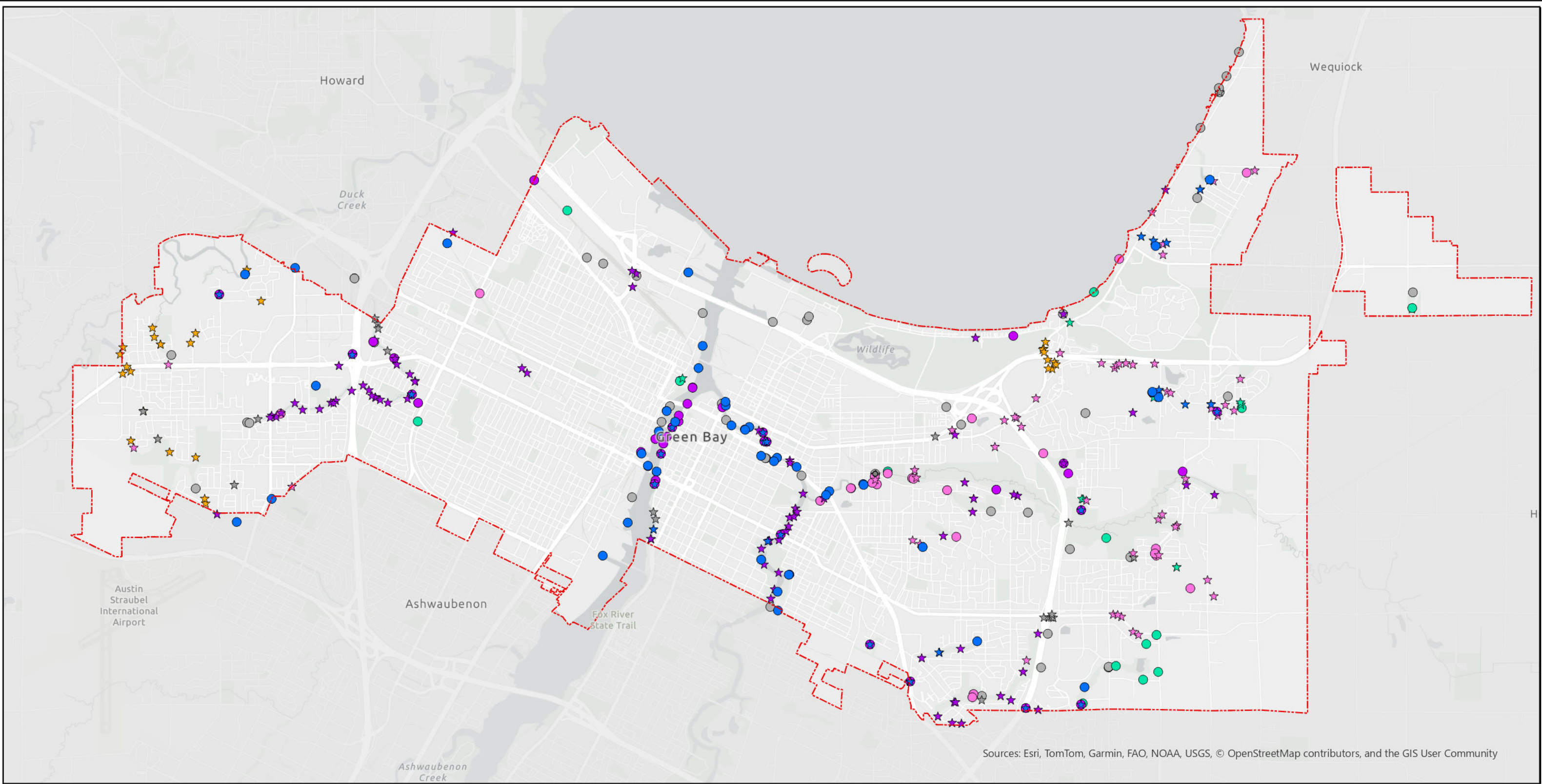
DATE: February 18, 2025

RE: 2024 MS4 Annual Report Highlights

The City of Green Bay is required to submit an annual Municipal Separate Storm Sewer System (MS4) report to the Wisconsin Department of Natural Resources (WDNR) by March 31st each year to maintain compliance with its MS4 permit. The current MS4 general permit, originally set to expire on April 30th, 2024, has been extended until Fall 2025 pending WDNR issuance of a new MS4 permit. This memo provides a summary of MS4 activities conducted in 2024 as documented in the MS4 annual report.

- In 2024, the City of Green Bay conducted its fifteenth year of outfall field screening, inspecting 73 major and minor outfalls out of the City's 358 total outfalls. One illicit discharge was identified during field screening, involving greyish water traced to a catch basin with charcoal and cooking grease deposits. The City's Sewer Section cleaned the catch basin, and the responsible business was notified to correct its waste disposal practices. Routine illicit discharge detection screening will continue as part of the MS4 permit requirements, along with public education efforts to promote pollution prevention practices. See attached map for outfall sampling locations (2019 – 2024), with inspection reports maintained in DPW files.
- The City of Green Bay owns and manages 53 structural stormwater BMPs designed to reduce pollutant loading and mitigate local flooding risks. These BMPs include dry and wet retention ponds, proprietary sedimentation devices, permeable pavers, and vegetated swales. Annual inspections ensure functionality, with staff performing general maintenance such as mowing, trash removal and tree removal, as needed. Additionally, the City has contracted with McMahon and NES to manage vegetation including mowing, herbicide applications, native planting, and prescribed burns at 18 facilities.
- During the 2024 fall season, a trapper under contract with the City managed the muskrat population at 24 wet stormwater facilities. A total of 125 muskrats were removed. See the attached bar graph for a breakdown of muskrats caught per basin.

- In 2024, DPW-Operations successfully conducted street sweeping and spring/fall leaf collection, enhancing street cleanliness and reducing stormwater pollution. The street sweeping program removed 2,603 tons of material, while the leaf collection program, supported by a new notification and enforcement process, collected 77,608 cubic yards of leaf and yard waste throughout the year.
- In 2024, the City conducted 169 sediment and erosion control inspections. The City implemented a new GIS app for tracking and documenting erosion control inspections.
- Utility Division staff conducted 59 inspections of privately owned stormwater management practices, with many properties containing multiple practices. Following these inspections, 30 corrective action letters were issued to property owners. While the City has the authority to perform maintenance if property owners fail to comply, this measure was not utilized in 2024. The City continues to work with property owners to ensure necessary maintenance is completed.
- City staff responded to 11 complaints related to illicit discharges. Reported discharges included cooking oil, chromic acid, ferric chloride solution, charcoal, and diesel fuel. All complaints were resolved.
- City staff attended the Fox-Wolf Watershed Alliance conference on February 27–28, 2024, covering topics such as stormwater management, green infrastructure, sustainability, permitting, and legislation. Additionally, DPW staff participated in multiple other conferences focused on water quality and erosion control.
- In 2024, City staff conducted community education and outreach events in compliance with the MS4 permit. Educational efforts included presentations to NWTC students, participation in the Aldo Leopold Weekend Conservation Fair, City Hall Academy, No Mow May, and various green stormwater tours led by the Resiliency Coordinator. Volunteer events included the annual Beaver Dam Creek cleanup in partnership with MacArthur Heights and the annual watershed cleanup hosted by the Fox-Wolf Watershed Alliance.
- In 2024, the City's MS4 program was audited by Wisconsin Department of Natural Resources (WDNR). The City successfully responded to all of the audit findings. WDNR expects to audit all permittees once every five years.



0 0.5 1 2 Miles
1"=6,015'
1:72,179

Legend

2024 - Outfall Samples

● Major

★ Minor

2023 - Outfall Samples

● Major

★ Minor

2022 - Outfall Samples

● Major

★ Minor

2021 - Outfall Samples

● Major

★ Minor

2020 - Outfall Samples

● Major

★ Minor

2019 - Outfall Samples

● Major

★ Minor

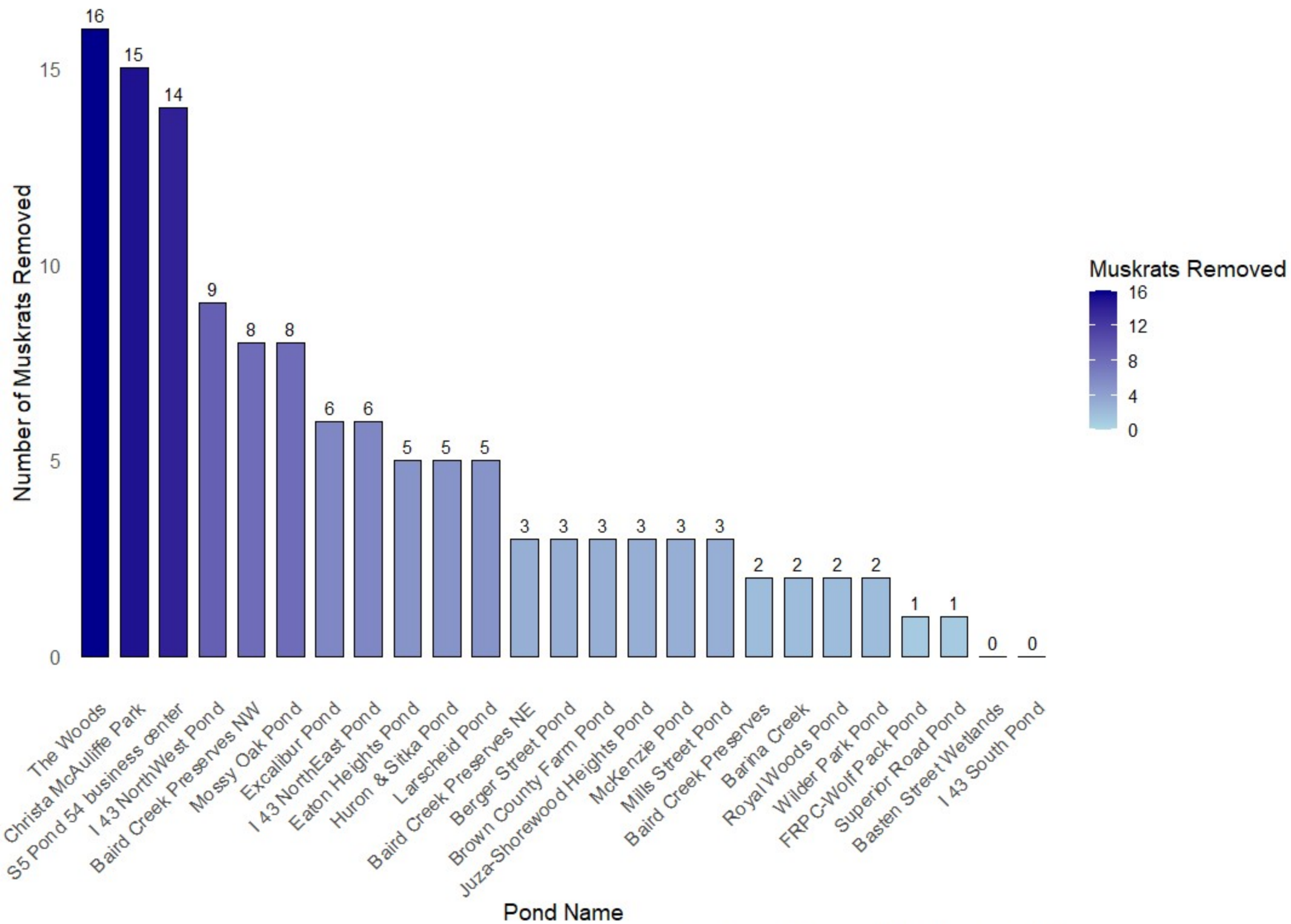
Major/Minor Outfalls Sampling 2019 - 2024

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 City of Green Bay Department of Public Works, adamme
Date Printed: 29 Jan 2025

I:\DeptData\PubWorks\Utility Division\STORMWATER\Temp Adam Files\GIS Master - Stormwater\GIS Stormwater - MS4 Master\GIS Stormwater - MS4 Master.aprx

Muskrats Removed by Pond



Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

--	--	--	--	--	--	--

Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: 2024 Annual Report

County: Brown

Municipality: Green Bay City

Permit Number: S050075

Facility Number: 33657

Reporting Year: 2024

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information**Name of Municipality** Green Bay City**Facility ID # or (FIN):** 33657**Updated Information:**☐ Check to update mailing address information**Mailing Address:** 100 N Jefferson St**Mailing Address 2:****City:** Green Bay City**State:** WI**Zip Code:** 54301

xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact**First Name:** Steven**Last Name:** Grenier☒ Select to **update** current contact information**Title:** DPW Director**Mailing Address:** 100 N Jefferson St Rm 300**Mailing Address 2:****City:** Green Bay**State:** WI**Zip Code:** 54301-5026

xxxxx or xxxxx-xxxx

Phone Number: 920-448-3097

Ext:

xxx-xxx-xxxx

Email: Steven.Grenier@greenbaywi.gov**Additional Contacts Information (Optional)**☒ I&E Program

Individual with responsibility for:
(Check all that apply)

- ☒ IDDE Program
- ☒ IDDE Response Procedure Manual
- ☒ Municipal-wide Water Quality Plan
- ☒ Ordinances
- ☒ Pollution Prevention Program
- ☒ Post-Construction Program
- ☐ Winter roadway maintenance

First Name: Valerie

Last Name: Joosten

Title: Utility Manager

Mailing Address: 100 N Jefferson St Rm 300

Mailing Address 2:

City: Green Bay

State: WI

Zip Code: 54301 xxxxx or xxxxx-xxxx

Phone Number: 920-448-3112 Ext: xxx-xxx-xxxx

Email: valerie.joosten@greenbaywi.gov

Individual with responsibility for:
(Check all that apply)

- ☐ I&E Program
- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☒ Pollution Prevention Program
- ☐ Post-Construction Program
- ☒ Winter roadway maintenance

First Name: Chris

Last Name: Pirlot

Title: DPW Operations Dir.

Mailing Address: 519 S Oneida Street

Mailing Address 2:

City: Green Bay

State: WI

Zip Code: 54303 xxxxx or xxxxx-xxxx

Phone Number: 920-492-3736 Ext: xxx-xxx-xxxx

Email: chris.pirlot@greenbaywi.gov

- ☐ I&E Program

**Individual with responsibility for:
(Check all that apply)**

- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☒ Pollution Prevention Program
- ☐ Post-Construction Program
- ☒ Winter roadway maintenance

First Name: Josh

Last Name: Brassfield

Title: DPW Superintendent

Mailing Address: 519 S Oneida Street

Mailing Address 2:

City: Green Bay

State: WI

Zip Code: 54303 xxxxx or xxxxx-xxxx

Phone Number: 920-492-3734 Ext: xxx-xxx-xxxx

Email: josh.brassfield@greenbaywi.gov

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

☒ Select to **create new** Billing contact

First Name: Valerie

Last Name: Joosten

☒ Select to **update** current contact information

Title: Utility Manager

Mailing Address: 100 N. Jefferson St.

Mailing Address 2: Room 300

City: Green Bay

State: WI

Zip Code: 54301 xxxxx or xxxxx-xxxx

Phone Number: 920-448-3100 Ext: xxx-xxx-xxxx

Email: valerie.joosten@greenbaywi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach Northeast Wisconsin Stormwater Consortium (NEWSC)

☒ Public Involvement and Participation Northeast Wisconsin Stormwater Consortium (NEWSC)

☐ Illicit Discharge Detection and Elimination

- ☐ Construction Site Pollutant Control _____
- ☐ Post-Construction Storm Water Management _____
- ☐ Pollution Prevention

2. Has there been any changes to the municipality’s participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) ☒ Yes ☐ No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? ☒ Yes ☐ No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
☒ Education activities (school presentations, summer camps)	☒ Passive print media (brochures at front desk, posters, etc.)
☒ Information booth at event	☒ Distribution of print media (mailings, newsletters, etc.) via mail or email.
☒ Targeted group training (contractors, consultants, etc.)	☒ Media offerings (radio and TV ads, press release, etc.)
☒ Government event (public hearing, council meeting)	☒ Social media posts
☒ Workshops	☒ Signage
☒ Tours	☒ Website
☒ Other: Internal Presentation/Training	☒ Other:

Topics Covered	Target Audience
☒ Illicit discharge detection and elimination	☒ General Public
☒ Household hazardous waste disposal/pet waste management/vehicle washing	☒ Public Employees
☒ Yard waste management/pesticide and fertilizer application	☒ Residents
☒ Stream and shoreline management	☒ Businesses
☒ Residential infiltration	☒ Contractors
☒ Construction sites and post-construction storm water management	☒ Developers
☒ Pollution prevention	☐ Industries
☒ Green infrastructure/low impact development	☒ Public Officials
☐ Other:	☒ Other: High School & College Students

- e. Will additional information/summary of these education events be attached to the annual report?
☒ Yes ☐ No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachments - "City of Green Bay Public Education Summary - 2024) & "Social Media Posts Summary - 2024", "NEWSC Annual Report 2024"

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ MS4 Annual Report ☒ Storm Water Management Program ☐ Storm Water related ordinance ☒ Other: East River Flood Project	☒ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☒ Public Officials ☐ Other	51-100	☐ Yes ☒ No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

☐ NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☒ General Public ☐ Public Employees ☒ Residents ☒ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Public Officials ☐ Other	101 +	☒ Yes ☐ No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached supporting documents: "Section 2 Public Input & Participation - 2024 MS4 Report", "NEWSC Annual Report 2024", "NEWSC Annual Report 2024"

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | | |
|----|--|----------------------------------|
| a. | How many total outfalls does the municipality have? | <input type="text" value="358"/> |
| b. | How many major outfalls does the municipality have? | <input type="text" value="150"/> |
| c. | How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="73"/> |
| d. | From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="2"/> |
| e. | How many illicit discharge complaints did the municipality receive? | <input type="text" value="11"/> |
| f. | From the complaints received, how many were confirmed illicit discharges? | <input type="text" value="6"/> |
| g. | How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="6"/> |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- | | |
|---|--------------------------------|
| ☒ Verbal Warning | <input type="text" value="4"/> |
| ☒ Written Warning (including email) | <input type="text" value="3"/> |
| ☒ Notice of Violation | <input type="text" value="0"/> |
| ☒ Civil Penalty/ Citation | <input type="text" value="0"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment - Section 3 IDDE - 2024 MS4 Report

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- | | |
|---|---------------------------------|
| ☒ Verbal Warning | <input type="text" value="4"/> |
| ☒ Written Warning (including email) | <input type="text" value="13"/> |
| ☒ Notice of Violation | <input type="text" value="0"/> |
| ☒ Civil Penalty/ Citation | <input type="text" value="0"/> |
| ☒ Stop Work Order | <input type="text" value="0"/> |
| ☒ Forfeiture of Deposit | <input type="text" value="0"/> |
| ☐ Other - Describe below | <input type="text"/> |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
- See attachment - 2024 Annual Section 4 Erosion Control (Final)

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?
- *Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm ☒ Yes ☐ No

water facilities?

- c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

59

- d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? ☒ Yes ☐ No
- e. Does MS4 have maintenance authority on these privately owned BMPs? ☒ Yes ☐ No

- f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☒ Verbal Warning	0
☒ Written Warning (including email)	30
☒ Notice of Violation	0
☒ Civil Penalty/ Citation	0
☒ Forfeiture of Deposit	0
☒ Complete Maintenance	0
☒ Bill Responsible Party	0
☐ Other - Describe below	

- g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment - "2024 MS4 Report - Section 5 Post Construction Summary"

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Has Missing Items

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections ☐ Not Applicable

- a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i.e., privately owned BMPs) structural storm water management best management practices.

53

- b. How many new municipally owned storm water management best management practices were installed in the reporting year ? 1
- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year? 52
- d. What elements are looked at during inspections (250 character limit)?
All inspections assess vegetation, structural condition, erosion, and ponding. For ponds, additional inspected elements include debris, burrows, and encroachments; and water level color, biological, odor, turbidity, and contaminants.
- e. How many of these facilities required maintenance? 41
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
See attachment - "Section 6 Pollution Prevention - 2024 MS4 Report"

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* ☐ Not Applicable

- g. How many municipal properties require a SWPPP? 7
- h. How many inspections of municipal properties have been conducted in the reporting year? 49
- i. Have amendments to the SWPPPs been made?
☒ Yes ☐ No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
SWPPPs were updated for the East/West side garage. Revisions for the other 5 facilities will be finalized in 2025.
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
See attachment - "Section 6 Pollution Prevention - 2024 MS4 Report"

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - Street Sweeping Program ☐ Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?
☒ Yes ☐ No
- m. If known, how many tons of material was removed? 2603
- n. Does the municipality have a [low hazard exemption](#) for this material? ☐ Yes ☒ No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

- ☒ Yes - Explain frequency 15 Rounds of Sweeping
- ☐ No - Explain _____
- ☐ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? ☒ Yes ☐ No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
- ☐ Yes- Explain frequency _____
- ☐ No - Explain _____
- ☒ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- u. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No
- v. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No
- w. Where are the residents directed to store the leaves for collection?
- ☒ Pile on terrace ☐ Pile in street ☐ Bags on terrace
- ☐ Other - Describe _____
- x. What is the frequency of collection?
- 5 rounds in spring, 6 rounds in fall
- y. Is collection followed by street sweeping? ☒ Yes ☐ No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (*One mile of a two-way road equals two lane miles.*)
- ab. Provide amount of de-icing products used by month last winter season?
- Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	13	18	1142	881		

<u>Sand</u>	0	0	132	410		
-------------	---	---	-----	-----	--	--

Liquids (gallons) (ex. brine)

	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>
<u>Brine</u>	10911	14304	119,936	66445		
<u>Chem-melt</u>				200		

ac. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ☒ Yes ☐ No

<i>Training Date</i>	<i>Training Name</i>	<i># Attendance</i>
8/14/2024	APWA Winter Road Maintenance	9

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element ? ☒ Yes ☐ No

If yes, describe what training was provided (250 character limit):

Leaf Collection, yard waste enforcement training, winter maintenance best practices, & street sweeping. Additional information can be found on the attachment - "City of Green Bay Public Education Summary - 2024"

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

MS4 annual report & program was presented to Improvement & Services Committee & Council on (2/28/2024) & (3/5/2024). Additionally a NEWSC training video was shared during a Committee Council meeting to provide further education to the City's elected officials.

Municipal Officials

The DPW Director has discussions with other Dept. Senior Staff about stormwater during weekly meetings as the topic warrants. The DPW Director and Utility Mgr. have discussions with Superintendents and Supervisors about stormwater topics as needed.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

The stormwater technician communicates with Facility Managers on progress in maintaining the permit requirements. The Director communicates to others by weekly staff meetings and verbal discussions.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attachment - "Section 6 Pollution Prevention - 2024" regarding internal training.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☒ Yes ☐ No

If yes, check the areas the map items that got updated or changed:

- ☒ Storm water treatment facilities
☒ Storm pipes
☒ Vegetated swales
☒ Outfalls
☐ Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Storm sewer manholes, inlets, lift stations, outfalls, and BMPs are updated throughout the year by the City's GIS staff.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
---	--------------------------	----------------------------	-----------------

Element: Public Education and Outreach

37,976	25,735	26,750	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Public Involvement and Participation

31,438	20,167	20,975	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Illicit Discharge Detection and Elimination

28,177	31,761	32,066	<u>Storm water utility</u>
--------	--------	--------	----------------------------

Element: Construction Site Pollutant Control

218,571	217,257	230,040	<u>Storm water utility</u>
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Element: Post-Construction Storm Water Management

95,484	101,862	106,580	<u>Storm water utility</u>
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Element: Pollution Prevention

2,829,844	2,583,592	2,657,024	<u>Storm water utility</u>
-----------	-----------	-----------	----------------------------

Other (describe)

--

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

--

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☐ Yes ☒ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

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Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Municipal Facility SWPPP

 File Attachment

Storm Sewer System Map

 File Attachment

Attach - Other Supporting Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Form 3400-224(R8/2021)

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: [Complete](#)

Minimum Control Measures Section 1: [Complete](#)

Minimum Control Measures Section 2: [Complete](#)

Minimum Control Measures Section 3: [Complete](#)

Minimum Control Measures Section 4: [Complete](#)

Minimum Control Measures Section 5: [Complete](#)

Minimum Control Measures Section 6: [Has Missing Items](#)

Minimum Control Measures Section 7: [Complete](#)

Attachments: [Has Missing Items](#)

Final Evaluation: [Complete](#)



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.14

Consideration with possible action on request by Department of Public Works to award PARKS 2-25 BIRDS OF PREY ELECTRICAL UPGRADES at a staff level to the lowest responsive, responsible bidder and report the award at the next Improvement & Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.15

Consideration with possible action on request by Department of Public Works to review and approve the award of ESG I-25 SALT SHED CONSTRUCTION to Elite Builds, Inc. in the amount of \$317,000.00.

BACKGROUND

The existing salt storage shed suffered structural failure. Due to material lead times, the timber structure was procured in advance. This contract is for furnishing the concrete footings, site prep, and construction of the shed.

RECOMMENDATION

Department of Public Works recommends award of the contract to the lowest responsive bidder.

FISCAL IMPACT

ARPA funds allocated for the project and approximately \$50,000 in fund balance are available for this work.

ATTACHMENTS

- I. QUESTCDN_Project Bid Results ESG I-25

ESG 1-25 SALT STORAGE SHED CONSTRUCTION

Quest Number: 9483241

Closing Date: Tue, 02/04/2025 02:00 PM CST

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Mutasem Jardaneh
Email:	Mutasem.Jardaneh@greenbaywi.gov
Phone:	920-448-3098
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Elite Builds, Inc.	DONNA TEWELIS	920-457-0923	donnat@elite-builds.com	\$ 317,000.00		
Milbach Construction Services, Co.	Mike Milbach	920-993-0735	milbconst@aol.com	\$ 323,633.37		



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.16

Report the award of contract SEWERS 4-24 STORM WATER RESTORATION PROJECTS AT BAIRD CREEK for Part A and Part B to Advance Construction, Inc. in the amount of \$941,349.65.

BACKGROUND

Staff was given approval at the February 4, 2025, Common Council meeting to award contract Sewers 4-24 Baird Creek Stormwater Restoration Projects at the staff level. This project is an ARPA funded project; however, the bids exceeded the amount of ARPA funding. The Stormwater Utility will fund the remaining balance. The project was bid as Part A and Part B. Both parts have been awarded to Advance Construction, Inc.

RECOMMENDATION

FISCAL IMPACT

\$651,324.82 (ARPA funds); \$290,024.83 Stormwater Utility Capital Improvement project funds.

ATTACHMENTS

- I. Award Letter SIGNED for SEWERS 4-24 STORM WATER RESTORATION PROJECTS AT BAIRD CREEK



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

February 12, 2025

Advance Construction Inc.
2141 Woodale Ave.
Green Bay, WI 54313

Ladies and Gentlemen:

You have been awarded contract SEWERS 4-24 STORM WATER RESTORATION PROJECTS AT BAIRD CREEK in the amount of \$941,349.65.

The terms of the award require your officer to sign the Contract, Performance Bond, Payment Bond, and Federal W-9 form **within ten (10) days of this notice**. They will be emailed to you today.

The completed Performance Bond, Payment Bond, Federal W-9 form, and proof of insurance(s) required in the City of Green Bay Standard Specifications should be mailed to:

City of Green Bay Department of Public Works
Attn: Michelle Wolter
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

If you have any questions, please call (920) 448-3100.

Sincerely,

Steven M. Grenier

Steven M. Grenier (Feb 13, 2025 09:17 CST)

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

ejns

cc: Valerie Joosten
Kyle Vander Loop

Award Letter for SEWERS 4-24 STORM WATER RESTORATION PROJECTS AT BAIRD CREEK - Advance Construction Inc.

Final Audit Report

2025-02-13

Created:	2025-02-12
By:	Elizabeth Nadolski Spears (Elizabeth.Nadolski-Spears@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1ICR42-PHz1_E9GSneLZeflK7SRWzyRa

"Award Letter for SEWERS 4-24 STORM WATER RESTORATION PROJECTS AT BAIRD CREEK - Advance Construction Inc." History

-  Document created by Elizabeth Nadolski Spears (Elizabeth.Nadolski-Spears@greenbaywi.gov)
2025-02-12 - 6:46:24 PM GMT
-  Document emailed to Steve Grenier (steven.grenier@greenbaywi.gov) for signature
2025-02-12 - 6:47:20 PM GMT
-  Email viewed by Steve Grenier (steven.grenier@greenbaywi.gov)
2025-02-12 - 6:47:28 PM GMT
-  Signer Steve Grenier (steven.grenier@greenbaywi.gov) entered name at signing as Steven M. Grenier
2025-02-13 - 3:16:59 PM GMT
-  Document e-signed by Steven M. Grenier (steven.grenier@greenbaywi.gov)
Signature Date: 2025-02-13 - 3:17:01 PM GMT - Time Source: server
-  Agreement completed.
2025-02-13 - 3:17:01 PM GMT



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # E.17

Report of actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Utility Traffic & Restoration, LLC (UTR)
- b. Weidner Concrete Construction, LLC

2. Tree & Brush Trimmer

- a. Economy Tree Service, LLC
- b. Wolfrath's Landscaping, LLC

3. Underground Sprinkler System

- a. Wolfrath's Landscaping, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 26, 2025

PREPARED BY**AGENDA ITEM # E.18**

Consideration with possible action on request by Department of Public Works Operations Division to purchase (3) tandem axle dump truck chassis from Packer City International off Sourcewell contract# 032824-NVS for the purchase price of \$124,345.38 each, totaling \$373,036.15 which includes delivery, extended warranty, and operator training.

BACKGROUND

The Department of Public Works uses tandem axle dump trucks for hauling bulk goods, yard waste, salt, sand, along with plowing the City streets and treating the roads for combating snow/ice. Tandem axle plow trucks (40), a 2007 Sterling, (43), a 2006 Freightliner, and (45), a 2007 Sterling have reached their maximum useful service life, the replacements have been approved in the 2025 budget.

RECOMMENDATION

To approve the purchases

FISCAL IMPACT

\$373,036.15

ATTACHMENTS

None



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

MEETING DATE

February 26, 2025

PREPARED BY**AGENDA ITEM # E.19**

Consideration with possible action on request by Department of Public Works Operations Division to purchase (3) tandem axle dump truck body, wing, and plow packages from Monroe Truck Equipment totaling \$511,393.00 off Sourcewell contract# 062222-AEB-I for Crysteel stainless steel dump bodies and Monroe plow/wings which includes delivery, warranty, and operator training.

BACKGROUND

The Department of Public Works uses tandem axle dump trucks for hauling bulk goods, yard waste, salt, sand, along with plowing the City streets and treating the roads for combating snow/ice. Tandem axle plow trucks (40), a 2007 Sterling, (43), a 2006 Freightliner, and (45), a 2007 Sterling have reached their maximum useful service life, the replacements have been approved in the 2025 budget.

RECOMMENDATION

To approve purchase

FISCAL IMPACT

\$511,393.00

ATTACHMENTS

1. 2025 tandem axle plow truck 18 body quote
2. 2025 tandem patrol trucks 14' body quote
3. 2025 Tandem Axle Dump Truck Body Wing Plow req



1151 W Main Avenue
DePere, WI 54115
Sales Rep: HOUSE - GREEN BAY
Ph:
www.MonroeTruck.com

J.O. #
Quotation ID: 2MAW004053
Date: 2/5/2025
Valid thru: 3/5/2025
Terms: HOLD
Quoted by: Mark Woelfel
Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:
GREEN BAY, CITY OF

Chassis Information

Year:	Make:		Model:		Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:	F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
18' CRYSTEEL STAINLESS STEEL DUMP BODY - 84" ID 96" OD WIDTH - 60" 7 GA STAINLESS STEEL FRONT - 52" 7 GA STAINLESS STEEL STRAIGHT SIDES - SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL SIDES - 8" SIDE TO FLOOR AND FRONT TO FLOOR RADIUS - STAINLESS STEEL REAR PILLAR POST / PILLAR CAP / RUBRAIL - 52" 7 GAUGE STAINLESS TAILGATE WITH 3.5" PERIMETER - 1/4" STAINLESS FLOOR - 3/4" FORMED STAINLESS LONGSILLS - AIR TAILGATE RELEASE - FMVSS108 LIGHTS AND REFLECTORS - MUDFLAPS FORWARD OF DRIVE TIRES - BARE STAINLESS STEEL FINISH (NOT PAINTED) - ELECTRIC BACK-UP ALARM, 97DB - 1/2 X 10 GA. X 78" CAB SHIELD 100% WELDED; STAINLESS STEEL - 2- D RINGS WELD ON INSIDE OF TAILGATE - STAINLESS STEEL FLAT BAR, SINGLE RUNG STEP BELOW RUBRAIL; DRIVER FRONT - (3) STAINLESS STEEL FLAT BAR STEPS, DRIVER FRONT - DUMP BODY VIBRATOR - ELECTRIC - INSTALLED - 1/2" x 120" x 18' DURAPRO LINER W/ BULKHEAD LINED 18" HIGH - STAINLESS STEEL LEP AND COVER STRIP, WELDED	
MAILHOT TRUNION MOUNTED TELESCOPIC SA HOIST - G3 180-5.7-4 - GREASEABLE REAR HINGE - DUAL STAINLESS STEEL SAFETY PROPS - BODY UP LIGHT MOUNTED IN SPREADER CONTROLLER	
AERO 575 TARP SYSTEM - 84" ASPHALT TARP - ALUM TARP ARMS - TENSION BOW - FULL ALUM ENCLOSURE - ELECTRIC MOTOR - SIDE MOUNT SPRINGS	
TOWING PACKAGE: - 1" PLATE WITH 3/4" D-RINGS W/ EXTRA SET OF HOLES FOR ADJUSTABILITY - 30 TON PINTLE HOOK - 7-WAY RV TRAILER PLUG - REMOUNT FACTORY SUPPLIED AIR OUTSIDE FRAME W/ GUARD AND ELECTRIC INTO PLATE	
MTE MC7090 TRUCK PORTION PLOW HITCH - OFF-SET FOLDING LIFT ARM - LOW-PROFILE - POSITIVE TWO POINT LATCH SYSTEM - NON-TILTING HITCH - ADJUSTABLE LIFT ARM - POWDER COAT BLACK * CYLINDER; 4X10 DA; NITRIDED ROD	



Description	Amount
* RE-INSTALL SUPPLIED BUMPER MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW - MPPJ45R11-ISTT - 3/8" POLYMER MOLDBOARD WITH INTEGRAL SHIELD - (10) 1/2" ONE-PIECE FLAME CUT RIBS - 2" X 3" X 3/8" TOP ANGLE - 4" X 4" X 3/4" BOTTOM ANGLE - (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP - 4" X 4" X 3/8" CROSS-TUBE SUPPORT - 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE - (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE - BUILT-IN MONROE LEVEL LIFT ASSEMBLY - MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED - ORANGE POLY MOLDBOARD - PUSH FRAME POWDER COATED BLACK - CARBIDE W/ COVER BLADE CUTTING EDGE * SCREW ADJUSTABLE PARK JACK; INSTALLED * MONROE MC6000 QUICK HITCH; PLOW PORTION * 11' RUBBER SNOW DEFLECTOR, 12", INSTALLED MONROE 10' DFPW HD DOUBLE FUNCTION PATROL WING - TRIP EDGE DESIGN - RIGHT SIDE MOUNT * PARA-GLIDE FRONT POST * SINGLE HYD. EXTENDIBLE PUSHARM - 4" X 6" REAR MOUNTED CROSS TUBE * ORANGE POLY MOLDBOARD - WING STOP - HARDWARE POWDER COATED BLACK * CARBIDE CUTTING EDGE KIT, 3 SECTION * WING SIDE AIR BAG * WING MIRROR MOUNTED ON PLOW LIGHT BRACKET * SINGLE WING MARKER ON TOE END OF WING MTE CUSTOM HYDRAULICS - ELECTRIC, FORCE AMERICA - FILTER, HIGH PRESSURE, PARKER; INSTL - HOT SHIFT PTO W/ 5.6 CU IN LOADSENSE PUMP CUBIC INCH FRONT MOUNT PUMP - TANK, 30 GAL. STD., FRAME MOUNT, W/FILTRATION, STAINLESS STEEL; INSTL - VALVE AND ENCLOSURE, FRAME MOUNTED, STAINLESS STEEL - SEQUENCE VALVE - FORCE I-GRIP JOYSTICK AND CONSOLE - STAINLESS STEEL COUPLERS, PLOW ANGLE, WING HEEL, WING HYD PUSHARM - FORCE CAMERA MOUNTED ON DRIVER REAR CORNER POST W/ PUFFER LIGHTING: - LED ABL PLOW LIGHTS MOUNTED ON S/S HOOD MOUNTED BRACKETS - LED S/T/T LIGHTS MOUNTED IN REAR POSTS AND LIGHT BOXES BELOW REAR BOLSTER - DOUBLE STAINLESS STEEL LIGHT BOXES UNDER REAR BOSTER OF BODY - SINGLE STAINLESS STEEL LIGHT BOXES MID BODY - CLEAR LED WING LIGHT - CUSTOM WIRING TO BACK OF CAB FOR CUSTOMER INSTALLED STROBES - REAR POST, MID BODY LIGHT BOXES, REAR OF BODY BOXES, AND BODY BUILDER BOX TO REAR OF CAB (S/T/T & REVERSE)	

Sourcewell Contract number 062222-AEB-1

Quote Total: \$173,951.00

Terms & Conditions
• Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order. • Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis. • State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax. • Restocking fees may be applicable for cancelled orders. • MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.



By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail	MSO/MCO (ONLY check if legally required): ☐ MCO ☐ MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Con-firmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or under-standings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Con-firmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Re-quest"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Con-firmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed de-livery location on the applicable Confirmed Order), Incoterms 2022.



3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control re-lease Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has rea-son to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each re-minder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall be-come due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, rea-sonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial de-liveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused govern-mental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Con-firmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Con-firmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period deter-mined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's re-quests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's re-quests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i)

pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for pre-liminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, govern-mental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or sup-plies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Or-der is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR IN-DIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



1151 W Main Avenue
DePere, WI 54115
Sales Rep: HOUSE - GREEN BAY
Ph:
www.MonroeTruck.com

J.O. #
Quotation ID: 2MAW004054
Date: 2/5/2025
Valid thru: 3/5/2025
Terms: NET 30
Quoted by: Mark Woelfel
Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:
GREEN BAY, CITY OF

Chassis Information

Year:	Make:		Model:		Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:	F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

14' CRYSTEEL STAINLESS STEEL DUMP BODY
- 87" ID 99" OD WIDTH
- 60" 7 GA STAINLESS STEEL FRONT
- 52" 7 GA STAINLESS STEEL STRAIGHT SIDES
- SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL SIDES
- 2" SIDE TO FLOOR RADIUS
- STAINLESS STEEL REAR PILLAR POST / PILLAR CAP / RUBRAIL
- 52" 7 GA STAINLESS TAILGATE WITH 3.5" PERIMETER
- 1/4" STAINLESS FLOOR
- 1/4 FORMED STAINLESS LONGSILLS
- AIR TAILGATE RELEASE
- FMVSS108 LIGHTS AND REFLECTORS
- MUDFLAPS FORWARD OF DRIVE TIRES
- BARE STAINLESS-STEEL FINISH (NOT PAINTED)
- ELECTRIC BACK-UP ALARM, 97DB
- 1/2 X 10 GA. X 78" CAB SHIELD 100% WELDED; STAINLESS STEEL
- 2- D RINGS WELD ON INSIDE OF TAILGATE
- STAINLESS STEEL FLAT BAR, SINGLE RUNG STEP BELOW RUBRAIL; DRIVER FRONT
- (3) STAINLESS STEEL FLAT BAR STEPS, DRIVER FRONT
- DUMP BODY VIBRATOR - ELECTRIC
- 1/2" x 120" x 14' DURAPRO LINER W/ BULKHEAD LINED 18" HIGH
- STAINLESS STEEL LEP AND COVER STRIP, WELDED

MARATHON M63138 SA HOIST
- INVERTED TELESCOPIC HOIST
- GREASEABLE REAR HINGE
- DUAL STAINLESS STEEL SAFETY PROPS
- BODY UP LIGHT MOUNTED IN SPREADER CONTROLLER

AERO 575 TARP SYSTEM
- 84" ASPHALT TARP
- ALUM TARP ARMS
- TENSION BOW
- FULL ALUM ENCLOSURE
- ELECTRIC MOTOR
- SIDE MOUNT SPRINGS

TOWING PACKAGE:
- 1" PLATE WITH 3/4" D-RINGS W/ EXTRA SET OF HOLES FOR ADJUSTABILITY
- 30 TON PINTLE HOOK
- 7-WAY RV TRAILER PLUG
- REMOUNT FACTORY SUPPLIED AIR OUTSIDE FRAME W/ GUARD AND ELECTRIC INTO PLATE

MTE MC7090 TRUCK PORTION PLOW HITCH
- OFF-SET FOLDING LIFT ARM
- LOW-PROFILE
- POSITIVE TWO POINT LATCH SYSTEM
- NON-TILTING HITCH
- ADJUSTABLE LIFT ARM



Description	Amount
- POWDER COAT BLACK * CYLINDER; 4X10 DA; NITRIDED ROD * RE-INSTALL SUPPLIED BUMPER	
MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW - MPPJ45R11-ISTT - 3/8" POLYMER MOLDBOARD WITH INTEGRAL SHIELD - (10) 1/2" ONE-PIECE FLAME CUT RIBS - 2" X 3" X 3/8" TOP ANGLE - 4" X 4" X 3/4" BOTTOM ANGLE - (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP - 4" X 4" X 3/8" CROSS-TUBE SUPPORT - 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE - (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE - BUILT-IN MONROE LEVEL LIFT ASSEMBLY - MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED - ORANGE POLY MOLDBOARD - PUSH FRAME POWDER COATED BLACK - CARBIDE W/ COVER BLADE CUTTING EDGE * SCREW ADJUSTABLE PARK JACK; INSTALLED * MONROE MC6000 QUICK HITCH; PLOW PORTION * 11' RUBBER SNOW DEFLECTOR, 12", INSTALLED	
MONROE 10' DFPW HD DOUBLE FUNCTION PATROL WING - TRIP EDGE DESIGN - RIGHT SIDE MOUNT * PARA-GLIDE FRONT POST * SINGLE HYD. EXTENDIBLE PUSHARM - 4" X 6" REAR MOUNTED CROSS TUBE * ORANGE POLY MOLDBOARD - WING STOP - HARDWARE POWDER COATED BLACK * CARBIDE CUTTING EDGE KIT, 3 SECTION * WING SIDE AIR BAG * WING MIRROR MOUNTED ON PLOW LIGHT BRACKET * SINGLE WING MARKER ON TOE END OF WING	
MTE CUSTOM HYDRAULICS - ELECTRIC, FORCE AMERICA - FILTER, HIGH PRESSURE, PARKER; INSTL - HOT SHIFT PTO W/ 5.6 CU IN LOADSENSE PUMP CUBIC INCH FRONT MOUNT PUMP - TANK, 30 GAL. STD., FRAME MOUNT, W/FILTRATION, STAINLESS STEEL; INSTL - VALVE AND ENCLOSURE, FRAME MOUNTED, STAINLESS STEEL - HYDRAULIC HOSES & FITTINGS FOR SPREADER/PRE-WET/ANTI-ICE/SPARE - CUSTOM MANIFOLD FOR SPREADER/PRE-WET/ANTI-ICE - SEQUENCE VALVE - FORCE I-GRIP JOYSTICK AND CONSOLE UNITS, CLOSED LOOP AUGER/PRE-WET - FORCE 6100 GROUND-BASED CLOSED-LOOP SPREADER CONTROL - PRECISE WIRELESS ROAD TEMP - STAINLESS STEEL COUPLERS, PLOW ANGLE, WING HEEL, WING HYD PUSHARM, AUGER, SPINNER, PRE-WET - FORCE CAMERA MOUNTED ON DRIVER REAR CORNER POST W/ PUFFER	
LIGHTING: - LED ABL PLOW LIGHTS MOUNTED ON S/S HOOD MOUNTED BRACKETS - LED S/T/T LIGHTS MOUNTED IN REAR POSTS AND LIGHT BOXES BELOW REAR BOLSTER - DOUBLE STAINLESS STEEL LIGHT BOXES UNDER REAR BOSTER OF BODY - SINGLE STAINLESS STEEL LIGHT BOXES MID BODY - CLEAR LED WING LIGHT - CUSTOM WIRING TO BACK OF CAB FOR CUSTOMER INSTALLED STROBES - REAR POST, MID BODY LIGHT BOXES, REAR OF BODY BOXES, AND BODY BUILDER BOX TO REAR OF CAB (S/T/T & REVERSE)	

Sourcwell Contract number 062222-AEB-1

Quote Total: \$168,721.00



Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail	MSO/MCO (ONLY check if legally required): ☐ MCO ☐ MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Con-firmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Con-firmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Re-quest"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Con-firmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed de-livery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control re-lease Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has rea-son to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each re-minder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall be-come due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, rea-sonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial de-liveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused govern-mental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Con-firmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Con-firmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period deter-mined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's re-requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUIT, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's re-requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for pre-liminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, govern-mental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or sup-plices, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR IN-DIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Request Request



To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: February 15, 2025

Re: Tandem Axle Dump Truck Body, Wing, and Plow Packages

Item: (3) Tandem axle plow truck body's, plows, and wings.

Cost: (2) @ \$168,721 (1) @ \$173,951 totaling \$511,393

Vendor: Monroe Truck Equipment Sourcewell contract# 062222-AEB-1

Account# 427503-55502

Delivery: West Shop

Background:

The Department of Public Works uses tandem axle dump trucks for hauling bulk goods, yard waste, salt, sand, along with plowing the City streets and treating the roads for combating snow/ice. Tandem axle plow trucks (40), a 2007 Sterling, (43), a 2006 Freightliner, and (45), a 2007 Sterling have reached their maximum useful service life, the replacements have been approved in the 2025 budget.

Recommendation:

To purchase (3) tandem axle dump truck body, wing, and plow packages from Monroe Truck Equipment totaling \$511,393 off Sourcewell contract# 062222-AEB-1 for Crysteel stainless steel dump bodies and Monroe plow/wings which includes delivery, warranty, and operator training.



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # F.I

Director's Report on recent activities of the Public Works Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 26, 2025

PREPARED BY

AGENDA ITEM # G.I

Public Hearing 6:00 p.m.

ASPHALT RESURFACING

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

ASPHALT PAVEMENT

Howard Street - 12th Avenue to S. Oakland Avenue
Hazel Street - School Place to Shawano Avenue
Fourth Street - S. Maple Avenue to Broadway

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resurfacing 2025 Public Hearing

Inter-Office Memo

Date: February 5, 2025

To: Celestine Jeffreys

From: Steve Grenier 

Attached are the "Report of the Director of Public Works on Proposed Improvements and Assessments", and estimated cost for the following streets:

ASPHALT RESURFACING

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

The public hearing for these improvements is scheduled for Wednesday, February 26, 2025, at 6:00 p.m. before the Improvement & Services Committee. The hearing will be held both virtually and in Room 207 of City Hall.

ejns

Attachments

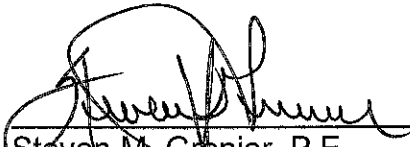
**PUBLIC HEARING TO BE HELD VIRTUALLY AND IN ROOM 207 OF CITY HALL ON
WEDNESDAY, FEBRUARY 26, 2025, AT 6:00 P.M. BEFORE THE IMPROVEMENT &
SERVICES COMMITTEE.**

Green Bay, Wisconsin
February 5, 2025

**REPORT OF THE DIRECTOR OF PUBLIC WORKS ON
PROPOSED IMPROVEMENTS AND ASSESSMENTS**

In accordance with the preliminary resolution(s) of the Common Council adopted February 4, 2025, I herewith submit my report on improvements to be made in streets, alleys or easements in accordance with Section 66.0703, Wisconsin Statutes, consisting of the following:

1. Plans and specifications on file in the Office of the Director of Public Works.
2. Estimate of the entire cost of the proposed improvements.
3. Assessment roll(s) showing the proposed assessments against each property fronting or abutting the proposed improvements.
4. Report of the Director of Public Works on benefits of improvements to the abutting property.



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

ejns

ESTIMATED COST OF ASPHALT RESURFACING

The estimated cost of improving the streets, or portions thereof, by the installation of asphalt resurfacing in accordance with the plans and specifications is as follows:

ASPHALT RESURFACING

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

ESTIMATED COST \$2,500,000



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

ejns

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS FOR ASPHALT RESURFACING

That the Common Council of the City of Green Bay has declared its intention of exercising its power under Section 66.0703, Wisconsin Statutes, to levy special assessments for street improvements on property fronting or abutting the following street:

ASPHALT RESURFACING

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

The proposed assessments are on file in my office and may be inspected there on any business day between the hours of 7:30 a.m. and 5 p.m. Monday through Thursday and 7:30 a.m. and 11:30 a.m. Friday.

Plans and specification for these projects are on file in the Director of Public Works. Contact the office of the Director of Public Works, Room 300, City Hall, (920) 448-3100, on any business day between the hours of 7:30 a.m. and 5 p.m. Monday through Thursday and 7:30 a.m. and 11:30 a.m. Friday with any questions you may have regarding the assessments or design concepts of the projects.

You are further notified that the Improvement & Services Committee will hear all interested property owners concerning matters contained in the preliminary resolution authorizing such assessment and the report, including proposed assessments, under the police power of the Common Council on **26th day of February, 2025 at 6:00 p.m.**, before the Improvement & Services Committee in Room 207 of City Hall or virtually. All objections will be considered at said hearing and thereafter the amount of the assessments will be finally determined. If you wish to participate in the Public Hearing, you may attend or access the meeting by the internet or telephone using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/82206544400?pwd=NDd1bmszNUhBWW9XRUVU5ck1zMjZ2QT09>

Meeting ID: 822 0654 4400

Passcode: 635662

Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDd1bmszNUhBWW9XRUVU5ck1zMjZ2QT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 822 0654 4400

Passcode: 635662

Said assessments can be paid in cash within thirty (30) days of the date of billing or can be paid in five (5) annual installments with interest thereon at the rate of five and nine-tenths percent (5.90%) per annum. The annual installments would be added to your real estate tax bill.

Dated this 5th day of February, 2025.

Celestine Jeffreys
City Clerk

**REPORT OF THE DIRECTOR OF PUBLIC WORKS
ON BENEFITS OF IMPROVEMENTS TO THE ABUTTING PROPERTY
February 2025**

I hereby certify that I am familiar with the proposed public improvements on:

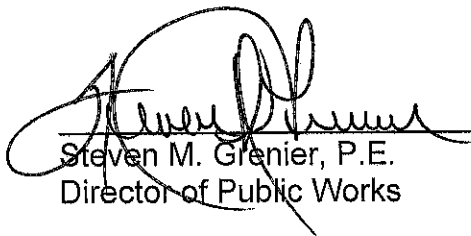
ASPHALT RESURFACING

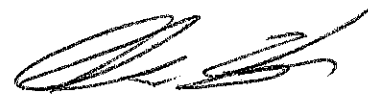
**OAK GROVE AVENUE – Deckner Avenue to Crooks Street
BERGER STREET – Deckner Avenue to Mills Street
PINE TERRACE – Burns Avenue to Western Avenue
RUTGERS STREET – Wedgewood Drive to Western Avenue
WEDGEWOOD DRIVE – Pine Terrace to Rutgers Street**

and have reviewed the plans for the planned asphalt resurfacing improvements, and in my opinion, these improvements benefit the abutting property for the following reasons:

1. Improves the riding quality of the street by constructing a new smooth pavement to the proper vertical alignment (new pavement surface eliminates potholes, rutting, raveling and other surface defects).
2. Reduces noise levels and motorist costs by providing a smoother roadway.
3. Improves surface drainage on street.
4. Extends life of street.
5. Provides an improved appearance for the neighborhood by construction of a new pavement surface.
6. And other benefits occasioned by the increase in marketability caused by said public improvements to the properties.

Dated this 27th day of February 2025


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


Russ Schwandt
Assessor

**CITY OF GREEN BAY SPECIAL ASSESSMENTS
STREET IMPROVEMENTS**

Contract #:

Contract Type: Street Improvements (Resurfacing)

SBClient Project ID/ RoboCity Project ID
0/12154

Various Street 2025

Hear Code	Project ID	Parcel	Name & Legal Description	Zone	Assess Footage	Exempt Footage	Taxable Footage	Rate Per FT	Assess Amount	Total Assessment
	12154	6-120-A-2	PACKERLAND PROPERTIES & INVESTMENT CO LLC 417 RUTGERS ST		195.03	0.00	195.03	21.37	4167.79	0.00
			CADY & BURDON GARDEN LOTS T HAT PRT OF W 2 ACS OF LOT 11 DES IN 999 R 301							
			PACKERLAND PROPERTIES & INVESTMENT CO LLC 2751 N PACKERLAND DR GREEN BAY WI 54303-4855							
	12154	6-122-1	LE GROS PROPERTIES LLC 1733 WESTERN AVE		148.00	0.00	148.00	21.37	3162.76	0.00
			CADY & BURDONS GARDEN LOTS ELY 171 FT OF LOT 13 DES IN 731 R 120 & PRT DESC IN 806 R 373 BCR EX 830 R 304							
			LE GROS PROPERTIES LLC PO BOX 9494 GREEN BAY WI 54308-9494							
	12154	6-123-C	CHARLES APTS GREEN BAY LLC 1801 WESTERN AVE		192.36	39.33	153.03	21.37	3270.25	0.00
			PCL 4 OF 4 CSM 101 MAP 1055 IN 749444 BNG PRT OF CADY & BURDONS GARDEN LOTS LOT 14							
			CHARLES APTS GREEN BAY LLC 201 AIR PARK DR WATERTOWN WI 53094							
	12154	21-2387	KELLEY SIGMUND 1644 MAIN ST		64.97	32.49	32.48	21.37	694.10	0.00
			OAK GROVE SCHOOL RESERVE LOTS 24 & 25 EX S 54 FT & EX 954 R 409							
			KELLEY L SIGMUND 1764 TIBBET CT LITTLE SUAMICO WI 54141							
	12154	21-2388	ADRIANA SOTOHERNANDEZ, ETAL 1656 DECKNER AVE		129.33	64.67	64.66	21.37	1381.78	0.00
			OAK GROVE SCHOOL RESERVE LOT 26 EX 936 R 394 & LOT 27 EX W 6 FT 7 IN							
			ADRIANA SOTOHERNANDEZ, ETAL 3035 GREENVIEW DR GREEN BAY WI 54311							

**CITY OF GREEN BAY SPECIAL ASSESSMENTS
STREET IMPROVEMENTS**

12154	21-2567	SRL2 INC 154 BERGER ST	104.25	52.12	52.13	21.37	1114.02	0.00
		SMITH BROS GARDEN ADD LOTS 10 & 11 BLK 1 EXC ST IN J9115-36						
		SRL2 INC 1740 COFRIN DR STE 2 GREEN BAY WI 54302-2024						
12154	21-2605	SRL2 INC 155 BERGER ST	103.95	51.97	51.98	21.37	1110.81	0.00
		SMITH BROS GARDEN ADDN LOT 10 & 11 BLK 4 EXC J 3626- 22						
		SRL2 INC 1740 COFRIN DRIVE, STE 2 GREEN BAY WI 54302						
12154	6-2622	GERALD BIGELOW 1825 WESTERN AVE	157.53	58.54	98.99	21.37	2115.42	0.00
		REGENCY PARK #3 LOTS 54 & 55						
		GERALD & GLORIA P BIGELOW 1216 N BUCHANAN ST GREEN BAY WI 54303-3702						
97232	8	Project Total	1095.42	299.12	796.30		17016.93	0.00
	8	Total of All Projects	1095.42	299.12	796.30		17016.93	0.00