



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, FEBRUARY 25, 2025, 4:30 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

Immediately following Personnel Committee.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJlRFpOUHVubTdXOHZYZz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 881 4252 4379

Passcode: 846368

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.

1. Approval of the Finance Committee agenda for the Tuesday, February 25, 2025 meeting.

D. Approval of Minutes.

1. Approval of the Finance Committee minutes from the January 28, 2025, meeting.

E. Regular Business.

1. Consideration with possible action to approve the Assignment of the Option to Purchase Agreement for Tax Parcel No. 15-169, 501 S. Washington St. (Fire Station No. 1) from EAMR, LLC to MOWGS, LLC.
2. Consideration with possible action to approve the purchase of eighteen (18) 2025 Ford Police Interceptor Utility Hybrid vehicles for a total of \$1,005,993.00 using 2025 borrowing.
3. Consideration with possible action to accept the 2024 Justice Assistance Grant (JAG) of

\$49,368 to be used for police equipment good through 9/30/2027.

4. Consideration with possible action on the acceptance of the Northeast Wisconsin Healthcare Emergency Response Coalition (NEW+ HERC) grant for \$5,000 local match of \$583.00 to be used for Tactical EMS team equipment.
5. Consideration with possible action to approve the purchase of a used road grader from Brooks Tractor and a new plow wing from Monroe Truck Equipment for a total of \$135,789 from the DPW fund balance.
6. Consideration with possible action to approve allocations of interest income obtained from the American Rescue Plan Act (ARPA) fund.
7. Consideration with possible action on a request by Department of Public Works to abate asbestos and complete building renovations at 724 Day Street for the Police Department Evidence Storage Facility at an estimated cost of \$250,000.
8. Consideration with possible action a contingency request for \$59,555.58 of unbudgeted 2024 Police Operating expenses incurred at 435 E Walnut St building purchase in 2024.
9. Consideration with possible action on Development Agreement 25-01 with Hoban Real Estate, LLC for the development of 3855 Finger Road (Tax Parcel 21-24).

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

F. Informational.

1. 2024 Contingency Account \$138,788
2025 Contingency Account: \$100,000
2. Current federal grants and loan programs awarded to the City by Department; federal funds total \$49,129,422.27. The list includes direct and pass through federal grants and loan programs, as well as awards with federal oversight.
3. The next Finance Committee meeting will be held on March 11, 2025, at 4:30 PM.

G. 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 Finance 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
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action to approve the Assignment of the Option to Purchase Agreement for Tax Parcel No. 15-169, 501 S. Washington St. (Fire Station No. 1) from EAMR, LLC to MOWGS, LLC.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Assignment of Option to Purchase Agreement

**ASSIGNMENT OF OPTION TO
PURCHASE AGREEMENT**

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Lacey Cochart
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

See Exhibit A

Parcel Identification Number

Drafted by:

Danny Tang
Godfrey & Kahn, S.C.
833 East Michigan Street, Suite 1800
Milwaukee, WI 53202

ASSIGNMENT OF OPTION TO PURCHASE AGREEMENT

THIS ASSIGNMENT OF OPTION TO PURCHASE AGREEMENT (this “Assignment”) is made and entered into as of the ____ day of _____, 2025, by and among EAMR LLC, a Minnesota limited liability company (“Assignor”), and MOWGS, LLC, a Wisconsin limited liability company (“Assignee”).

W I T N E S S E T H:

WHEREAS, the City of Green Bay, a Wisconsin municipal corporation (the “City”), and Assignor entered into that certain Option to Purchase Agreement dated as of September 18, 2024, and recorded with the Brown County Register of Deeds’ Office as Document No. 3074750 (the “Agreement”) relating to an option to purchase certain real property commonly known as Tax Parcel No. 15-169 located in the Brown County, Wisconsin, as described on **Exhibit A** attached hereto (as more particularly defined in the Agreement, the “Property”);

WHEREAS, Section 8.1 of the Agreement provides Assignor with the right to assign its rights under the Agreement;

WHEREAS, on the date hereof, Assignor has agreed to assign its rights under the Agreement to Assignee;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment and Assumption. Assignor does hereby transfer, assign, convey, set over and deliver unto Assignee all of Assignor’s right, title and interest in, to and under Agreement, and Assignee does hereby assume and agree to perform all of Assignor’s rights, duties, obligations and liabilities, in, to and under the Agreement to the extent such rights, duties, obligations and liabilities arise, are to be performed, and are attributable to the period beginning from and after the date hereof.

2. Indemnification. Assignee hereby agrees to indemnify and hold harmless Assignor from all claims, costs, liability, damage and expenses (including reasonable attorneys’ fees and litigation expenses) arising out of, or relating to, any default on the part of Assignee under the Agreement subsequent to the date hereof.

3 Binding Agreement. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, successors-in-title and assigns. Assignor and Assignee acknowledge and agree that this Assignment has been executed and delivered for the purposes herein stated and shall be recorded in the public records of Brown County, Wisconsin, to evidence the activity contemplated herein.

4. Parties. The names of the parties used in this Assignment shall represent the plural as well as the singular, the feminine, masculine and neuter genders, and shall include their heirs, successors and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute but one original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed under seal by their respective representatives duly authorized thereunto, all as of the date first above written.

ASSIGNOR:

EAMR LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, as the _____ of EAMR LLC, to me personally known, who acknowledged that he/she executed the foregoing instrument on behalf of said entity.

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

ASSIGNEE:

MOWGS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, as the _____ of MOWGS, LLC, to me personally known, who acknowledged that he/she executed the foregoing instrument on behalf of said entity.

Print Name: _____
Notary Public, State of _____
My Commission Expires: _____

[CONSENT ON FOLLOWING PAGE]

CONSENT TO ASSIGNMENT

By execution of this Consent to Assignment, the City of Green Bay, a Wisconsin municipal corporation, hereby consents to the foregoing Assignment of Option to Purchase Agreement.

CITY:

CITY OF GREEN BAY

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025,
by _____, as the _____ of
_____, to me personally known, who acknowledged that he/she executed
the foregoing instrument on behalf of said entity.

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:

Danny S. Tang
Godfrey & Kahn, S.C.

EXHIBIT A

Property

Plat of Astor - A triangular piece of land without designation on Map Recorded 1869 in Register of Deeds Office, bounded on the East by Adams Street, bounded on the North by Chicago Street, bounded on the West by Washington Street, Astor Place S EE Charter and Ordinance 1911, page 124, Consolidated Ordinances Section 56, City of Green Bay, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, as described in Volume 19 Deeds, page 169.

Tax Parcel No.15-169



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action to approve the purchase of eighteen (18) 2025 Ford Police Interceptor Utility Hybrid vehicles for a total of \$1,005,993.00 using 2025 borrowing.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request 2-25-25 Police Interceptors 18-ea 2025 Bonded



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

2/17/2025

Finance Committee 2/25/2025.

Consideration and possible action to approve the Purchase Eighteen (18) vehicles for the City of Green Bay Police Department F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD off the State of Wisconsin State Contract #505ENT-M25-VEHICLES-04 for a total amount of \$1,005,993.00. Vehicle replacement information itemized in supplemental information. Vehicles will be purchased with funds 2025 Approved Bonded Funds.

\$1,005,993.00: 2025 Bonded Account Code # 423300-55502-27341

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement
Manager City of
Green Bay

Green Bay Police Department

2025 Approved Bonded Funds

Requisition #47

Department Contact for this Requisition: Rick Jurkanis @ 3237

Specs for 2025 Ford Police Interceptor Utility HYBRID Vehicles (18 Each)

Cost per vehicle: \$55,888.50 (\$1,005,993.00 total)

Account Number: Approved 2025 Bond Funds (See below for funding breakdown)

Created and Approved by Rick Jurkanis 2/12/25

Note: State Bid price through Napleton Columbus, Inc. State Contract 505ENT-M25-VEHICLES-04

Please review specs with GBPD Mechanic Foreperson James Spychalski before issuing Purchase Order

\$1,005,993.00: 2025 Bond 423300-55502-27341



Napleton Columbus, Inc

Erin Damico | 920-623-5831 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD



Erin Damico
Napleton Columbus, Inc
330 Transit Rd
Columbus, WI 53925
920-623-5831
edamico@napleton.autos

State Contract 505ENT-M25-VEHICLES-04



City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)
Quote: City of Green Bay F37AH Explorer PIU Hybrid

Quote Worksheet

		MSRP
Base Price		\$49,515.00
Dest Charge		\$1,595.00
Total Options		\$6,300.00
Subtotal		\$57,410.00
Delivery to Green Bay		\$137.50
5 Year/175K Mile PremiumCare Extended Service (\$100 Deductible)		\$4,400.00
Subtotal Pre-Tax Adjustments		\$4,537.50
Less Customer Discount		(\$6,059.00)
Subtotal Discount		(\$6,059.00)
Trade-In		\$0.00
Excluded from Sales Tax	Subtotal Trade-In	\$0.00
Taxable Price		\$55,888.50
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$55,888.50

Comments:
Subject to Ford order approval. Delivery timeframe cannot be anticipated until the order is submitted and accepted by Ford.

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
K8A	2025 Ford Police Interceptor Utility AWD	\$49,515.00

CODE	MODEL	MSRP
K8A	2025 Ford Police Interceptor Utility AWD	\$49,515.00

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Data Version: 24697. Data Updated: Feb 11, 2025 6:45:00 PM PST.



Napleton Columbus, Inc

Erin Damico | 920-623-5831 | edamico@napleton.autos

City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote: City of Green Bay F37AH Explorer PIU Hybrid

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	MSRP
99W	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44B	Transmission: 10-Speed Automatic (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
—	3.73 Axle Ratio (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

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City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote: City of Green Bay F37AH Explorer PIU Hybrid

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
67U	Ultimate Wiring Package -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring	\$640.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket	\$0.00
51T	Driver Only LED Bulb Spot Lamp (Whelen)	\$420.00
59F	Keyed Alike - 0576x	\$50.00
90G	Ballistic Door-Panels (Level IV+) -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g), Also designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr), In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 1	\$4,830.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates the 45-second liftgate lock release + paitro timer, Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed w/this option	\$0.00
52P	Hidden Door-Lock Plunger -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	\$160.00
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$200.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	Inc.
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	Inc.
Options Total		\$6,300.00

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Napleton Columbus, Inc

Erin Damico | 920-623-5831 | edamico@napleton.autos

City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote: City of Green Bay F37AH Explorer PIU Hybrid

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD) Late availability.

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Driver Selectable Mode and Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

92-Amp/Hr 850CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

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City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote: City of Green Bay F37AH Explorer PIU Hybrid

Exterior

Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan and Speed Compensated Volume Control
Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
Integrated Roof Antenna
1 LCD Monitor In The Front

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City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote: City of Green Bay F37AH Explorer PIU Hybrid

Interior

- 8-Way Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Remote Keyless Entry
- Remote Releases -Inc: Power Cargo Access
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- Rear HVAC
- HVAC -inc: Underseat Ducts
- Locking Glove Box
- Driver Foot Rest
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
- Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Carpet Floor Trim
- Cargo Features -inc: Cargo Tray/Organizer
- Cargo Space Lights

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City of Green Bay F37AH Fleet 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Quote: City of Green Bay F37AH Explorer PIU Hybrid

Interior

Fleet Telematics Modem Tracker System
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Pedestrian Detection
Rear Cross-Traffic Braking
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags

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Quote: City of Green Bay F37AH Explorer PIU Hybrid

Safety-Interior

Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 24697. Data Updated: Feb 11, 2025 6:45:00 PM PST.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action to accept the 2024 Justice Assistance Grant (JAG) of \$49,368 to be used for police equipment good through 9/30/2027.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. 2024 JAG grant award



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Police

DATE: 2/5/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Rick Jurkanis/Business Manager

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: 2024 Justice Assistance Grant (JAG)/USD01

AMOUNT OF GRANT REQUEST: \$49,368

LOCAL MATCH REQUIREMENT: \$0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

TIMEFRAME OF GRANT: 10/1/2023 through 9/30/2027

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Grant will provide \$44,431 for 8 mobile radios for the GBPD as well as \$4,937 for the Brown County Sheriff Department for 6 ballistic vests.

How does the grant meet City/Department needs? Equipment for law enforcement needs

What are the personnel requirements (include both existing and new staff) of the grant? None

DEPARTMENT HEAD SIGNATURE: Cathy Adams

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$49,368

CFDA/STATE ID #: 16.738

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent Grant will provide \$44,431 for 8 mobile radios for the GBPD as well as \$4,937 for the Brown County Sheriff Department for 6 ballistic vests.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

**FY 2024 Edward Byrne Memorial Justice Assistance Grant
(JAG)
C-BJA-2024-00092-PROD**

BUDGET NARRATIVE

Green Bay Police Department

Through the 2024 JAG grant, the Green Bay Police Department will purchase the following equipment:

1. (8) Mobile radios with Accessories (\$44,431): For officer safety and policing efforts.

\$44,431 in 2024 JAG funding makes up the total project cost for the Green Bay Police Department portion of the funding.

Brown County Sheriffs Department

Brown County will use their portion of the 2024 JAG grant funds to purchase the following equipment:

1. (6) Ballistic Vests (\$4,937): For officer safety and policing efforts.

\$4,937 in 2024 JAG funding makes up the total project cost for the Brown County Sheriffs Department portion of the funding.

Total project cost for both agencies = \$49,368



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient: CITY OF GREEN BAY
307 S ADAMS ST

City, State and Zip: GREEN BAY, WI 54301

Recipient UEI: P979A46EYKJ3

Project Title: 2024 Justice Assistance Grant (JAG) **Award Number:** 15PBJA-24-GG-05078-JAGX

Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Federal Award Amount: \$49,368.00 **Federal Award Date:** 12/5/24

Awarding Agency: Office of Justice Programs
Bureau of Justice Assistance

Funding Instrument Type: Grant

Opportunity Category: O

Assistance Listing:

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

Project Period Start Date: 10/1/23 **Project Period End Date:** 9/30/27

Budget Period Start Date: 10/1/23 **Budget Period End Date:** 9/30/27

Project Description:

The Green Bay Police Department and Brown County Sheriff Department will use the JAG funds to purchase equipment to assist police officers in crime prevention, crime solving, officer safety and public safety. The equipment will allow officers to maximize their abilities for themselves and the people of the City of Green Bay and Brown County Wisconsin.

Award Letter

December 5, 2024

Dear RICK JURKANIS,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF GREEN BAY for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$49,368.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

? The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on the acceptance of the Northeast Wisconsin Healthcare Emergency Response Coalition (NEW+ HERC) grant for \$5,000 local match of \$583.00 to be used for Tactical EMS team equipment.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

1. Grant Tracking Form-TEMS Respirators
2. Nelson gas mask quote
3. GBMFD gas mask grant request
4. Nelson new gas canister quote



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:Kim.Rivest@greenbaywi.gov](mailto:Kim.Rivest@greenbaywi.gov))

APPLICANT DEPARTMENT: FIRE

DATE: 02/12/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/Fire Chief

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: NEW HERC

AMOUNT OF GRANT REQUEST: \$4861.00

LOCAL MATCH REQUIREMENT: \$583.00

SOURCE OF MATCH: ☒ General Fund ☐ Non-General Fund ☐ Not Applicable

TIMEFRAME OF GRANT: 03/01/2025 through 04/01/2025

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Purchase of new respirators for the GBMFD Tactical EMS Team

How does the grant meet City/Department needs? These are replacement respirators that would normally have to be budgeted for. The current equipment is end of life or no longer suitable for the application. These are the same respirators as the entire SWAT Team and allows for a standardization of equipment.

What are the personnel requirements (include both existing and new staff) of the grant? No

DEPARTMENT HEAD SIGNATURE:

12

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; [emailto:Kim.Rivest@greenbaywi.gov](mailto:Kim.Rivest@greenbaywi.gov))

AMOUNT OF GRANT AWARD: \$4861.00

CFDA/STATE ID #: N/A

LOCAL MATCH REQUIREMENT: \$583.00

Please describe the source of match, if applicable: Fire Operating Budget

Please describe any major changes in proposed grant-funded activities: None anticipated

Please describe what the grant money will be spent on: Purchase of replacement respirators for the Fire Department Tactical EMS Team.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

Nelson & Associates, LLC
1317 Velp Ave
Green Bay, WI 54303
920-884-2580
katie@nelsontactical.com
nelsontactical.com



Quote

ADDRESS

Green Bay Metro Fire
Department
501 S Washington Street
Green Bay, WI 54301 U.S.A.

SHIP TO

Green Bay Metro Fire
Department
501 S Washington Street
Green Bay, WI 54301 U.S.A.

QUOTE # 1336

DATE 11/29/2024

DESCRIPTION	QTY	RATE	AMOUNT
FM50 Air Purifying Respirator (mask only)	11	451.00	4,961.00
SUBTOTAL			4,961.00
TAX			0.00
TOTAL			\$4,961.00

Accepted By

Accepted Date



Project and Funding Request

Funding Request Parameters

All expenditures must comply with federal guidelines, including 45CFR Parts 74 and 92 and OMB Circular A-133 Audit Guidelines. Projects must be designed to help an entity strengthen its capacity to respond to an incident both in an integrated and coordinated manner within the focus areas of the defined capabilities. All requests must be submitted on the correct “Project Description and Funding Request” form supplied by the Northeast Wisconsin Healthcare Emergency Readiness Coalition (NEW HERC). The State Procurement Manual is a guide to statewide policies and procedures for optioning materials, supplies, equipment, contractual services and all other items of a consumable nature: [DOA State Procurement Manual \(wi.gov\)](#) and: [Procurement State Procurement Manual Home \(wi.gov\)](#)

Completed grant applications will be reviewed by the NEW HERC voting membership at the next available meeting. Applications will be sent to voting members one week in advance of the meeting to ensure all voting members have the opportunity to review the request, prepare questions for the applicant, and ensure attendance at the voting meeting. To vote, a quorum of voting members must be present either in person or on the telephone.

Funds should not be used for:

- Construction or renovations of buildings
- Political education or lobbying activities
- Fundraising activities
- Replacement of equipment that was previously purchased through HERC grant funding
- Equipment that should be in a company or agencies normal operations or capital budget
- Supplanting of salaries
- Salaries of staff covering for other staff attending or participating in grant-funded activities (known as backfill which is now banned in all federal grants).
- Direct hiring of staff
- Vehicles and/or storage trailers
- Service costs (e.g., T1 service bills, satellite phone/cell phone bills, etc.)
- Costs of business expenditures
- Travel expenses for meeting or other preparedness related activities (exceptions may be granted when application is made for full scholarship)
- Food expenses.

Please note, this list is not all inclusive, nor all restrictive.

Funds may be used for:

- New equipment
- Supplies
- Communications
- Education /Training
- Contracted hours for specific projects (i.e., procedure writing, scenario development)
- Exercise planning and funding may be used for Joint Commission and other regulatory required exercises provided the exercise(s) are Homeland Security Exercise Evaluation



Project and Funding Request

Program (HSEEP) compliant and tests one or more aspects of the regional Healthcare Emergency Response objectives.

Please note, this list is not all inclusive.

General Guidelines:

- Any organization requesting more than one similar grant during a grant period should be very detailed in how such a request will benefit the entire region.
- Requests for 100% funding require 75% of the voting membership to approve.
- If the cost share of 5% is complied with a simple majority is needed to approve.
- Projects that have researched and demonstrated other available sources of funding will be given priority.
- It is solely up to the voting members present for determination of grant award.
- The Region Coordinator shall work with the Board for determination on eligibility for HERC ASPR funds.
- The requester must be in attendance at the NEW HERC meeting to present the request and answer questions from the board for an action to occur; or must have a representative present.
 - Grants may be sent in for consideration without a requester present and or on the phone, but there will be no obligation for the board to take any action.
- Requests should include as much information as possible, including:
 - Summary of the expenditure
 - Match funding being applied
 - Replacement/maintenance plan
 - Communication plan with timeline to update the NEW HERC on completion / implementation.
 - Sustainability plan
 - Collaboration with other organizations
 - Benefit to healthcare in Northeast Wisconsin
- Requests specifically designed to meet goals and objectives set by ASPR and designed to meet the top Focus Areas as approved by the NEW HERC Board will be given higher priority.
- Requests to assist with regional response, collaborative work across healthcare continuums, and those that provide standardization regionally will be given higher priority.
- Items that the HERC board and its members or the ASPR grant determines should be locally budgeted, would not benefit the region, or are not consistent with the Federal Grant Objectives will not be considered.
- Approved funding must be expensed, or invoiced during the HERC Fiscal Year (July 1 – June 30).
- Organizations demonstrating support of all HERC initiatives on an ongoing basis will be given priority.
- Invoices reflecting full amounts paid must be submitted to the HERC to document all purchases.



Project and Funding Request

Program Coordinator Use:

File Code: (yyyy-mm-organization name)

Date Submitted:		Project Title: Gas Masks for TEMS team	
Requesting Organization: Green Bay Metro Fire Department			
Organization Tax ID Number: 39-6005458			
Specific Request: We are requesting funding for 11 Avon FM50 gas masks. Our department can fund the initial CBRN filters as well as replacement filters moving forward.			
Explanation of Regional Benefit: The Green Bay Metro Fire Department has an 11-person Tactical EMS (TEMS) team that supports the GBPD SWAT team. GBPD SWAT may be called to support the Brown County SWAT team and vice versa. Part of our responsibilities are to work and provide medical care in areas where gas has been deployed. Our current masks are Scott fire masks with an adapter to fit a single large CBRN filter. This large filter sticks out the front of the mask. The Avon FM50 mask has a much more compact design. Instead of one large canister sticking out the front it has two small canisters mounted on the cheeks of the mask. These smaller side mounted filters would greatly increase our visibility and ability to look down. The mask would allow our team to see down to access our body mounted medical pouches, as well as better visibility of the patient. The increased range of motion and visibility would help us to provide the best possible care for a downed officer or any other patient. This new mask will also be cheaper to maintain for the department moving forward. Replacement canisters for our current masks are \$130. For the Avon FM50 the replacement cost is \$53 for the pair. That's 245% savings for each replacement. I have included pictures of our current gas mask set up as well as what we are requesting. Thanks for your consideration.			



Northeast Wisconsin Healthcare Emergency Response Coalition – Region 3 Inc.
NEW-HERC
Project and Funding Request



Person submitting request: Matt Stremer

Phone:
(920) 883-8021

Email
Matthew.Stremer@greenbaywi.gov

Is this part of a larger project?	Yes	No
What is the estimated cost of total Project?	\$ 5544.00	
How much is requestor applying to this project?	\$ 583.00	
If none, explain:		
What is the amount of funding being requested from NEW HERC?	\$ 4961.00	

Competitive Cost Fiscal Agent Rules of Purchasing, please check all boxes:



Project and Funding Request

	I have read the Grant Funding Parameters
	I have attached a quote. If a purchase is greater than \$5,000 from one vendor, I have provided either: a) Two competitive quotes for the product or service <u>OR</u> b) A letter from the vendor stating they are a sole source provider of this product or service.
	I have explained the regional benefit
	I have explained partnerships with other organizations and have provided names and contacts.
	I understand the Board of Directors may request more information on the project and may require partner organizations to submit documents demonstrating support for the project.
	I will have a representative available at the Board Meeting to answer questions

Submit to:

Note: Request and Support documents may be submitted electronically in “pdf” format.
 Steven M Pelch, HERC Program Coordinator Email: Coordinator@newherc.com Phone: 920-609-7910

NEW-HERC Use:

Date:	
NEW-HERC Board:	Approved: _____ Denied: _____
Signature:	
Comments:	

Liability Release Form

If you should receive any equipment or supplies from the NEW HERC you are acknowledging that your organization/agency is responsible for:



Project and Funding Request

- Maintaining the equipment and supplies; including replacement of items that expire
- Appropriate use of all items
- Ensuring staff have the appropriate medical credentials and training for any items they may use
- Ensuring that your agency tracks any updates or notifications that would come from the manufacturer.

This is a one-time purchase and distribution through the NEW HERC. The recipient entity assumes all responsibility and liability for the safe use of any items, and any future maintenance is the responsibility of the entity accepting the equipment.

I agree to release and hold harmless NEW HERC, its employees, agents, and representatives from any and all liability, claims, demands, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with receipt or use of any items received from the NEW HERC. I understand that this is a one-time issuance, and my organization is responsible in all respects for equipment and product that were requested.

Matthew D. Stremer

Green Bay Metro Fire Department

Name

Organization

11/30/2024

Signature

Date

Nelson & Associates, LLC
1317 Velp Ave
Green Bay, WI 54303
920-884-2580
katie@nelsontactical.com
nelsontactical.com



Quote

ADDRESS

Green Bay Metro Fire
Department
501 S Washington Street
Green Bay, WI 54301 U.S.A.

SHIP TO

Green Bay Metro Fire
Department
501 S Washington Street
Green Bay, WI 54301 U.S.A.

QUOTE # 1327

DATE 11/13/2024

DESCRIPTION	QTY	RATE	AMOUNT
FM61EU CBRN Filter	11	53.00	583.00
SUBTOTAL			583.00
TAX			0.00
TOTAL			\$583.00

Accepted By

Accepted Date



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY**AGENDA ITEM # E.5**

Consideration with possible action to approve the purchase of a used road grader from Brooks Tractor and a new plow wing from Monroe Truck Equipment for a total of \$135,789 from the DPW fund balance.

BACKGROUND**RECOMMENDATION**

Approval of the Request.

FISCAL IMPACT**ATTACHMENTS**

1. Finance Request Used Road Grader 2-25-2025 DPW
2. Grader Memo



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

2/19/2025

Finance Committee 2/25/2025.

Proposed agenda item text: Consideration and possible action on request by DPW to purchase a used road grader and new plow wing for the grader using existing funds from the DPW Vehicle Replacement account. Background information: DPW currently has six (6) road graders in its fleet. Road graders are integral to effective operations during winter snow/ice removal duty. In 2024, DPW was forced to retire a 1978 model year road grader that was long past its useful and economically feasible service life. DPW rents road graders during winter months for snow/ice duty but has struggled for many years to find adequate rental units. A local equipment dealer (Brooks Tractor) recently took a 2013 model year road grader in trade. They are offering it for sale at a reasonable price. DPW evaluated the unit and found it to be in good shape for the asking price. DPW would like to purchase the used road grader and add a plow wing to supplement its grader fleet.

Recommendation: DPW respectfully requests approval to expend \$135,789 from existing funds in its Vehicle Replacement Account, to replace the road grader DPW was forced to retire in 2024. Acquisition of this used road grader with new plow wing is approximately 25% of the cost of a new unit.

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



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

J.O. #
Quotation ID: 2MAW004061
Date: 2/5/2025
Valid thru: 3/7/2025
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:

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

Description	Amount
MONROE 12' SNOW HAWK HI-BENCH WING FOR DEERE GP-SERIES MOTORGRADER - 3/16" MOLDBOARD WITH TRIP CUTTING EDGE MECHANISM - (5/8" X 8" CUTTING EDGE) - RIGHT SIDE FRONT AND REAR POST ASSEMBLIES - REAR HYDRAULICALLY ELEVATING POST ASSEMBLY FOR REAR PUSH ARM ATTACHMENT - TOP MOUNTED HEEL CYLINDER - MOLDBOARD POWDER COATED JOHN DEERE INDUSTRIAL YELLOW WITH ATTACHING HARDWARE POWDER COATED JOHN DEERE INDUSTRIAL GRAY - SCREW STYLE HYDRAULIC COUPLERS ALONG WITH LINES FROM GRADER HYDRAULIC MANIFOLD TO WING - INSTALLED AT MTE DE PERE LOCATION MACHINE WILL REQUIRE THE FOLLOWING: - GP SERIES "GRADE PRO" CONTROLS FOR THE THREE AUXILIARY VALVE SECTIONS - ONE AUXILIARY VALVE WITH MANIFOLD ON LEFT SIDE OF MACHINE FOR REAR SLIDER POST - TWO AUXILIARY VALVES WITH MANIFOLD ON THE RIGHT SIDE OF THE MACHINE FOR FRONT SLIDER POST AND HEEL CYLINDER	

Sourcwell Contract number 062222-AEB-1

Quote Total: \$49,789.00

**** DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210TH DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: _____

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 reason 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 become 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, reasonable 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 deliveries 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 governmental 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 Confirmed 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 Confirmed 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 determined 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 IN-DIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Quote Id: 32283630

Prepared For:
CITY OF GREEN BAY STREET SUPT



Prepared By: **ERIC WISNICKY**

Brooks Tractor Incorporated
1031 Lawrence Drive
De Pere, WI 54115

Tel: 920-336-5711
Fax: 920-336-6405
Email: ewisnicky@brookstractor.com

Date: 31 January 2025

Offer Expires: 28 February 2025

Confidential

Quote Summary**Prepared For:**

CITY OF GREEN BAY STREET SUPT
519 S ONEIDA ST
GREEN BAY, WI 54303

Prepared By:

ERIC WISNICKY
Brooks Tractor Incorporated
1031 Lawrence Drive
De Pere, WI 54115
Phone: 920-336-5711
ewisnicky@brookstractor.com

**BROOKS MACHINE HEALTH
MONITORING SERVICE**-For all models
equipped with an active JDLINK system,
Brooks and John Deere monitor your
machine continuously for the term of
basic/extended warranty.

Quote Id: 32283630
Created On: 31 January 2025
Last Modified On: 06 February 2025
Expiration Date: 28 February 2025

Equipment Summary	Selling Price	Qty	Extended
2013 JOHN DEERE 772G MOTOR GRADER with 6WD - 1DW772GPKDE654831	\$ 86,000.00 X	1 =	\$ 86,000.00
Equipment Total			\$ 86,000.00

Quote Summary

Equipment Total	\$ 86,000.00
SubTotal	\$ 86,000.00
Total	\$ 86,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 86,000.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32283630

Customer: CITY OF GREEN BAY STREET SUPT

2013 JOHN DEERE 772G MOTOR GRADER with 6WD - 1DW772GPKDE654831

Hours: 10008

Stock Number: C00387

Code	Description	Qty
8470T	2013 JOHN DEERE 772G GRADER-EH,14'MB,AC,JDLINK	1

Dealer Attachments

Front Mounted Scarifier Not available was not traded in with machine	1
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Original Factory Build Codes

Code	Description
1020	ELECTRO HYDRAULIC CONTROLS
1130	9.0L ENG,EPA TIER IV
1230	ALTERNATOR 150 AMP
1310	QUICK SERVICE GROUP
1420	SEV DUTY FUEL FILTER/LINES
1520	NO FAST FILL FUEL SYSTEM
1610	HYDRAULIC PUMP DISCONNECT
1700	JDLINK ULTIMATE(W/SIM1) N.A.
1840	CHROME EXHAUST STACK IT4 ENG
1920	NO BLADE IMPACT ABSORPTION
2070	14'X27"X1" MB (8" CEX5/8")
2230	CRCLE INST-NYLN/BRNZ SD W/CL
2320	NO REV OVERLAY END BITS
2410	NO MOLDBOARD EXTENSIONS
2575	NOT TOPCON READY
2605	ENGLISH LABELS & DECALS
2775	NO TOPCON RADIO INSTALLATION
2820	SNGL INPUT W/ SLIP CLUTCH
4636	17.5R25 G2/L2 1*SNO MICH 3PC
5060	EH LOW CAB W/ WINDOWS
5510	AUTOSHIFT TRANSMISSION
5710	TRANS VALVE SOLENOID GUARD
5810	GREASE,OIL,FUEL&COOLNT 10W30
6030	NO CAB PRECLEANER
6140	PREM POST/CONT FAB EH CNTRL
6590	EH FRT W 1AUX/MID W 3AUX
6650	EH PLACE HOLDER
6720	FRONT MOUNTED SCARIFIER

Selling Equipment

Quote Id: 32283630**Customer:** CITY OF GREEN BAY STREET SUPT

6830	REAR HITCH AND PIN
7160	DLX LIGHTING PKG W/HAL +8XTR
7520	1400 CCA BATTERY, 9.0L
7820	NO FRONT FENDERS
8120	CONVERTER, 25 AMP 24V TO 12V
8220	MIRRORS, EXTERNAL HEATED
8310	LOWER FRONT INT WIPER/WASHER
8410	RADIO AM/FM/WB
8510	A/C - CHARGE
8730	NO SOUND ABSORPTION PKG
8810	REAR CAMERA
9120	SUNVISOR-FRONT WINDOW
9130	REAR RETRACTABLE SUNSHADE
9210	PEDAL DECELERATOR
9220	FIRE EXTINGUISHER
9270	SNOWPLOW LIGHTS
9280	SMV SIGN WITH BRACKET
9290	RH FLIP DOWN BEACON BRACKET
9295	LH FLIP DOWN BEACON BRACKET
9360	HEATER ENG COOLANT, 120V
9370	ETHER AID - LESS CANISTER

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 12M	10-Sep-2014	0
EXTENDED WARRANTY (COMPREHENSIVE)	EXT FULL W/ DIAG 24 M/2000 H D200	09-Sep-2015	0
STRUCTURALL	STRUCTURAL 36M/10000H	08-Sep-2016	0
EXTENDED WARRANTY (POWERTRAIN)	EXT PT W/ DIAG 60 M/5000 H	08-Sep-2018	0
EMISSIONS WARRANTY	EMISSION 60M/3000H	10-Sep-2018	0



Inter-Office Memo

Date: February 6, 2025
To: Finance Committee
From: Steve Grenier, Director of Public Works
Re: Used Motor Grader Purchase

Heavy equipment used by the Department of Public Works Street Section, specifically motor graders are essential for snow removal, scraping ice pack, along with grading and maintaining road shoulders. Motor graders allow for adjustable down pressure which is crucial for scraping ice pack, combined with the wing plow to bench and shelf snowbanks, this increases the City's ability to properly combat winter weather which increases public safety by reducing the amount of ice pack on roadways which in turn produces safer roads.

Currently, the City has (6) motor graders in the equipment table of organization, with only (5) motor graders in our inventory. In 2024, unit 852, a 1989 Champion motor grader was retired auctioned due to safety defects and replacement parts not available. With the high cost of \$550,000 to purchase a new motor grader with a wing plow, unit 852 has not been replaced. Additionally, the City's snow plan requires renting (5) motor graders to maintain the set fourth level of service. In recent years, rental equipment has been difficult to secure, the equipment found is not equipped with wing plows, which impacts the ability to effectively bench and shelf snowbanks along with clearing large snow drifts which extends snow operations.

Brooks Tractor, who the City currently rents motor graders through, recently took in on trade a gently used 2013 John Deere 772GP motor grader without a wing with a selling price of \$86,000 that will fit the Departments needs as a replacement to recently retired unit 852.

The Department of Public Works requests that the Common Council approves the purchase of the used motor grader from Brooks Tractor for the purchase price of \$86,000 and a wing plow from Monroe Truck Equipment off the Sourcewell contract 062222-AEB-1 for the purchase price of \$49,789 for a total net cost of \$135,789 with money expended from the equipment reserve fund.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action to approve allocations of interest income obtained from the American Rescue Plan Act (ARPA) fund.

BACKGROUND

The City of Green Bay received an award from U.S. Department of Treasury American Rescue Pan Act recovery funds (ARPA) of \$23,695,516.

Payments received were on 5/17/2021 \$11,847,758.00 and 6/6/2022 \$11,847,758.00.

These funds were deposited into a separate bank account and the interest has been accumulating while the funds were allocated and spent down.

Per the U.S. Department of Treasury guidance “recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.”

The interest income from these ARPA funds is \$2,722,190 through January 31, 2025. To date \$897,959 has been allocated to projects as listed on the top of the attached spreadsheet.

This request is for the allocation to three items up to \$310,000.00

1) Tyler cashiering upgrade and equipment - \$25,000

Tyler Munis is the main Enterprise Resource Planning (ERP) software system the city uses for core business functions such as Finance, Human Resources, Procurement, Payroll, and cash tracking. Cashiering was an added programs at time of implementation in 2013 for receipting of funds. Cashiering is used by Clerk’s office, Inspections, and Transit. While the core ERP main system is upgraded nearly on an annual basis, Cashiering has not. After the latest main software upgrade in fall of 2024, the outdated cashiering software has become very slow and creating error. The outdated equipment no longer works properly. The request for \$25,000 will allow the upgrades and new equipment to fix the errors, improve response time, and create efficiencies also can allow on-line electronic payment and other benefits. This request did not fit the capital requirement to be included in the 2025 borrowing request, and became critical after the last update in fall of 2024 after the 2025 budget was approved.

-Quote is attached – could vary based on the number of pieces of equipment needed by department.

2) DataCenter request for \$135,000

We originally allocated \$500,000 ARPA funds for data center upgrades. The upgrades were planned in three phases.

Phase 1: Core Switch ☐ Installed last year, final cut over to new core was 2/5/2025.

Phase 2: VMware host server replacements, servers have been ordered and have arrived, initial setup and

configuration in progress.

Phase 3: SAN (Storage Area Network) storage replacement. The current SAN is out of normal support and maintenance costs will be going way up. Planned to purchase replacement SAN, but the costs are over the \$500,000 budgeted in ARPA money. This will need to be replaced either way, just needing to figure out where to get the funding. This really needs to happen this year; the SAN is a core component and affects all city IT computer functionality.

Phase 1 Cost: \$120,151.00 - Complete

Phase 2 Cost: \$78,888.00 – Ordered, Received, In Progress

Phase 3 Cost: \$435,960.14 - Outstanding

Total Costs: \$634,999.14

Needed funds: \$134,999.14

Attached is the current updated quote for the SAN/Phase 3 project.

The original \$500,000 ARPA funds allocated to Data Center Upgrades were based on pricing estimates from over 3 years ago. SAN technology has been moving to an all Flash based storage as opposed to spinning drives. The older spinning drive technology is being phased out and being replaced with more expensive Flash technology. Phase 1 and 2 pricing was mostly as expected, Phase 3 increased more than expected. At the time of 2025 budgeting, we still were in Phase 1 and 2, and Phase 3 was not included and assumed to be along the estimated remaining ARPA funds.

The quote will expire soon and will likely go up if we don't move forward.

3) Fire Mobile Integrated Paramedic (MIH) program 2025 extension for up to \$150,000

Reference Chief Knott's memo

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

1. Finance Committee recap 2-25-25
2. Quote- Cashiering and Payments Hardware 012725
3. CoGB Alletra MP Storage
4. MIH request

ARPA INTEREST INCOME RECAP - fund 218, project 83104

<u>APPROVED</u>	\$ Approved	\$ Paid (thru 2/19/25)	Notes
Carlson Dettman market assessment	\$ 25,000	\$ 12,200	Council approval on 5/2/23
Icon Lambeau field lease consulting	\$ 50,000	\$ 51,200	Council approved
2024 Budget - Red Smith project	\$ 5,000	\$ 5,000	2024 Budget approved
2024 Budget- 1% COLA move 1/1 = \$250K	\$ 248,925	\$ 248,925	2024 Budget approved
Software & consulting/Facilities Mngt Div	\$ 100,000	\$ -	Council approval on 10/15/24
Legal for abandoned railyard	\$ 6,034	\$ 6,034	Council approval on 3/5/24
2025 budget - one time funding	\$ 200,000	\$ -	2025 Budget approved
Park shelter locks	\$ 78,000	\$ -	Council approval on 12/3/24
Fire Station analysis add-on to \$20K alloc	\$ 20,000	\$ 12,975	Approved at development team
FGM Architects space needs	\$ 110,000	\$ 72,240	Council approval on 7/30/24
Leicht Park container bar - semi permanent	\$ 55,000	\$ -	Council approval on 1/21/25
Total paid	\$ 897,959	\$ 408,574	

2/25/2025 REQUESTS:

Tyler Cashiering equipment upgrade	\$ 25,000		Receipt equipment outdated
DataCenter SAN storage replacement	\$ 135,000		Add'l to \$500K ARPA alloc
Fire Mobile Integrated Paramedica (MIH)	\$ 150,000	<i>up to</i>	Fund 2025 Operating Mar-Dec
Total 2/25/2025 request	\$ 310,000		

Pending requests

4th floor - North end renovation	\$ 100,000	As needed for Architect fee
Raze cost for property on 1218 Velp	\$ 182,000	Rolled to tax roll/foreclosure
Ad Hoc Facilities - building repairs fund	\$ 150,000	As needed
Eastside salt shed labor bid & materials	\$ 175,000	Add'l to \$300K ARPA alloc
Fortinac/Cybersecurity/DataCenter needs	\$ 140,000	Need in 2025-2026
Public Safety NFL Draft expenses	\$ -	Hold until after event
Total Pending requests	\$ 747,000	

REVENUE: 218100 48100

Interest income 2021	\$ (10,965)
Interest income 2022	\$ (269,998)
Interest income 2023	\$ (1,106,041)
Interest income 2024	\$ (1,241,658)
Interest income 2025 through Jan	\$ (93,528)
Total interest income	\$ (2,722,190)

TOTALS

Revenue	\$ (2,722,190)
Paid through 2/19/2025	\$ 408,574
Approved but not paid	\$ 489,385
2/25/25 Request	\$ 310,000
Pending request	\$ 747,000
Available balance	\$ (767,231)



Quoted By: Eddie Flaherty
Quote Expiration: 07/21/25
Quote Name: City of Green Bay, WI-ERP-
Cashiering
Quote Description: Payments and Cashiering
Hardware

Sales Quotation For:

Shipping Address:

City of Green Bay
100 N Jefferson St
Green Bay WI 54301-5026

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Maint/SaaS Discount	
Cash Drawer	2	\$ 260.00	\$ 0.00	\$ 520.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1960GSR	8	\$ 475.00	\$ 0.00	\$ 3,800.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	8	\$ 30.00	\$ 0.00	\$ 240.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments Lane 7000 Terminal Purchase	5	\$ 529.00	\$ 0.00	\$ 2,645.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	5	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 900.00
Printer (TM-S9000II)	8	\$ 1,623.00	\$ 0.00	\$ 12,984.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 20,189.00			\$ 900.00

Summary

One Time Fees

Recurring Fees

2025-518625-S4W9J7

CONFIDENTIAL

Page 1

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 20,189.00	\$ 900.00
Summary Total	\$ 20,189.00	\$ 900.00
Contract Total	\$ 21,089.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting,

and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.



We have prepared a quote for you

Alletra/Servers

Quote # CCCP034888
Version 1

Prepared for:

City of Green Bay

Dave Wilquet
Dave.Wilquet@greenbaywi.gov



Alletra MP Storage

Product Details	Qty	Price	Ext. Price
NASPO Contract Value Point MA#23008 / PA# 50ENT-024-NASPOCOMPUT-07			
HPE Virtual Rack	2	\$34.00	\$68.00
HPE GreenLake Block STG MP Base Configuration	2	\$1.00	\$2.00
HPE GreenLake Bk OS 5 year LTU	2	\$0.00	\$0.00
HPE Configurator Defined Build Instructions Printed Manual - Book	2	\$0.00	\$0.00
HPE Alletra Storage MP 2U Chassis - For Storage Array - 2U Rack Height - Rack-mountable	2	\$4,246.00	\$8,492.00
HPE Alletra STG MP 16c Block Cntrl Node	4	\$18,269.00	\$73,076.00
HPE Alletra STG MP 10/25GbE 4p HBA	8	\$885.00	\$7,080.00
HPE Alletra Storage MP C20 1500W AC Power Supply	4	\$2,314.00	\$9,256.00
HPE Alletra STG MP 7.68TB NVMe SED SSD	40	\$3,529.00	\$141,160.00
HPE Standard Power Cord - 125 V - NEMA 5-15P / IEC 60320 C19 - United States	4	\$53.00	\$212.00
HPE Storage Array w/o Installation SVC	2	\$0.00	\$0.00
HPE Alletra Storage MP CDM Bluetooth Connect Kit	2	\$46.00	\$92.00
HPE Stg Data Encryption LTU	2	\$0.00	\$0.00
HPE GreenLake Bk OS /TB 5yr SW/Sup SaaS	308	\$457.00	\$140,756.00
Aruba 10G SFP+ to SFP+ 3m DAC Cable	32	\$78.00	\$2,496.00
HPE Alletra Stg MP Base Config Support - 5 Year Tech Care Essential Service	2	\$0.00	\$0.00
HPE Service/Support - Service - Technical - 5 Year Tech Care Essential Service	2	\$691.00	\$1,382.00
HPE Alletra StgMP 16C Switchles Node Support - 5 Year Tech Care Essential Service	4	\$2,192.00	\$8,768.00
HPE Alletra Stg 10/25GbE 4-port HBA Support - 5 Year Tech Care Essential Service	8	\$198.00	\$1,584.00



Alletra MP Storage

Product Details	Qty	Price	Ext. Price
HPE Alletra Stg MP 7.68TB NVMe SSD Support - 5 Year Tech Care Essential Service	40	\$949.00	\$37,960.00
Installation/Configuration	16	\$205.00	\$3,280.00
Subtotal:			\$435,664.00



Alletra/Servers

Bill To:

City of Green Bay
Dave Wilquet
100 North Jefferson
Green Bay, WI 54301

Dave.Wilquet@greenbaywi.gov

Ship To:

City of Green Bay
Dave Wilquet
100 North Jefferson
Green Bay, WI 54301

Dave.Wilquet@greenbaywi.gov

Quote Information:

Quote #: CCCP034888
Version: 1
Delivery Date: 11/25/2024
Expiration Date: 12/05/2024

Sales Rep:
Chris Nelson
920-438-0334
chris.nelson@cccp.com

Quote Summary

Description	Amount
Alletra MP Storage	\$435,664.00

Subtotal: \$435,664.00

Shipping: \$296.14

Total: \$435,960.14

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement.

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website www.cccp.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.



Green Bay Metro Fire Department
100 North Jefferson Street - Room 403
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov/fire

Phone 920.448.3280

Matthew W. Knott
Fire Chief

MEMORANDUM

To: Finance Committee

From: Matthew W. Knott, Fire Chief

Date: February 25, 2025

Re: Request to utilize ARPA Interest to fund MIH Program

The Fire Department is requesting to utilize American Rescue Plan Act (ARPA) interest funds to reinstate the Mobile Integrated Paramedic (MIH) Program.

This proposal would fund two MIH paramedics and necessary equipment to continue this valuable program. The program initially started in collaboration with the Brown County Health Department in 2024 but was unable to continue due to budgetary issues. This program has received a lot of attention and positive feedback from the individuals served, healthcare institutions, and our personnel. This healthcare model provides the right care at the right time, and at the right price to improve the lives of patients, lower healthcare costs, and provide right-sized resources to address our community's challenges.

The total budget for this program, and the amount of this request, is \$150,000.

We will continue to explore grant funding and alternative funding sources and hopefully be able to reduce the requested amount.

Cc: Joe Faulds, Diana Ellenbecker

Proudly serving the communities of Allouez, Bellevue, and Green Bay





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY**AGENDA ITEM # E.7**

Consideration with possible action on a request by Department of Public Works to abate asbestos and complete building renovations at 724 Day Street for the Police Department Evidence Storage Facility at an estimated cost of \$250,000.

BACKGROUND

In 2018, the City of Green Bay and Green Bay Packaging entered into a Development Agreement for the construction of a new mill for Green Bay Packaging. Part of the Development Agreement called for the transfer of property from the City to Green Bay Packaging at 2200 N. Quincy Street that was the location of various storage needs for the City, including the Police Department Evidence Storage. This storage facility was temporarily housed at 420 S. Broadway in the former Badger Sheet Metal building until a permanent location could be provided.

In 2022, the City entered into a lease agreement with the McDonald Companies (dba All Day Properties, LLC) to rent the facility at 724 Day Street for evidence storage. Design of the tenant improvements are complete, and prior to construction, the building owner was required to investigate for the presence of hazardous materials. A significant amount of asbestos containing materials (ACM) were discovered, necessitating abatement prior to construction. The asbestos abatement is estimated at approximately \$200,000. The City will realize this cost, either through increased rent payments or we have the option to pay for the abatement up front. Additionally, the City requires changes to the building, which the owner is obligated to complete at City cost, to allow for the use of the building for evidence storage. The cost of these tenant improvements is estimated at \$50,000.

The move from 420 S. Broadway to 724 Day Street is directly related to the relocation from 2200 N. Quincy, and the Developer Agreement with Green Bay Packaging. This makes these expenses eligible for funding through TID 21.

RECOMMENDATION

Staff recommends authorizing Department of Public Works to spend approximately \$250,000 of TID 21 funds to abate asbestos and complete building improvements at 724 Day Street.

FISCAL IMPACT**ATTACHMENTS**

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action a contingency request for \$59,555.58 of unbudgeted 2024 Police Operating expenses incurred at 435 E Walnut St building purchase in 2024.

BACKGROUND

Background:

2024 Police operating results (not final)	\$36,232,492.40
2024 Budget total	\$36,222,660.40
Over budget	\$9,832.00

Water & WPS account:

2024 actuals paid	\$128,253.31
Budget	\$110,000
Over budget	\$18,253.31
Contingency request	\$17,798.69

Building repairs account:

2024 actuals	\$154,272.09
2024 Budget	\$86,220
Over budget	\$68,052.09
Contingency request	\$41,756.89

The 2024 general fund expenses will not be reduced but the contingency request for unbudgeted expenses will allow the Police department to stay within 2024 operating budget with the request.

RECOMMENDATION

Approval

FISCAL IMPACT

ATTACHMENTS

1. 2024 435 E Walnut st expenses incurred
2. 2024 GBPD Old PG Building invoices 2-18-25
3. 2025 GBPD PG Building

4. Resolution-Contingency for 435 E Walnut Police - \$59,555.58

GBPD 435 E Walnut St (prior PRESS GAZETTE BUILDING) INVOICES**FY 2024 BUDGET Expenses**

as of 2/18/2025

Vendor	Invoice #	Invoice Date	Product/Service	Amount
Garratt Callahan	1365745	11/22/24	Water treatment program-Nov 2024	\$425.00
Garratt Callahan	1370735	12/13/24	Water treatment program-Dec 2024	\$425.00
WI Elevator Inspection, Inc.	19810	10/30/24	Annual inspections for 3 elevators	\$360.00
KONE	1158834325	11/26/24	Freight elevator start up/repairs	\$3,388.16
KONE	9216788436	12/23/24	Elevator repairs	\$4,650.00
KONE	9216788438	12/23/24	Elevator repairs	\$4,635.00
Van's Fire & Safety, Inc.	D119875	11/06/24	Annual Fire Extinguisher inspection & serv	\$950.14
Wisconsin Public Service			Old PG Building Electricity-November	\$5,754.44
Wisconsin Public Service			Old PG Building Natural Gas-November	\$1,153.13
Wisconsin Public Service			Old PG Building Electricity-December	\$4,429.03
Wisconsin Public Service			Old PG Building Natural Gas-December	\$5,186.26
Green Bay Water Utility	746756	12/09/24	Old PG Building - Water	\$88.23
Green Bay Water Utility	747218	12/25/24	Old PG Building - Water	\$145.92
Green Bay Water Utility	747218	12/25/24	Old PG Building - Water	\$213.48
Green Bay Water Utility	746756	12/09/24	Old PG Building - Sewer	\$98.42
Green Bay Water Utility	747218	12/25/25	Old PG Building - Sewer	\$360.70
Green Bay Water Utility	746756	12/09/25	Old PG Building - Storm Sewer Utility	\$184.54
Green Bay Water Utility	747218	12/25/25	Old PG Building - Storm Sewer Utility	\$184.54
				\$32,631.99

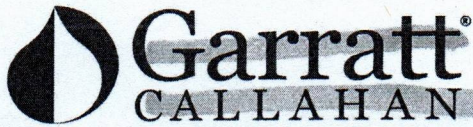
FY 2024 Expenses paid in 2025

Vendor	Invoice #	Invoice Date	Product/Service	Amount
KONE	1158823589	11/12/24	Freight Elevator repairs	\$2,458.59
Roberts Env Control Corp	SD11155	12/20/24	Boiler system start up and repairs	\$24,465.00
				\$26,923.59

2024 Contingency request for unbudgeted expenses related to 435 E Walnut St**\$59,555.58**

43320 RD

RECEIVED NOV 27 2024



INVOICE

WATER TREATMENT EXPERTISE SINCE 1904
 340 S. La Londe Ave. - Addison, IL 60101
 Phone: 630-543-4411 Fax: 630-543-8382
 www.garrattcallahan.com

PAGE	DATE	INVOICE NO
1	11/22/24	1365745

2024

OLD PRESS GARRETT BLOG

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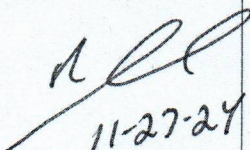
GREEN BAY POLICE DEPARTMENT
 307 S ADAMS ST
 GREEN BAY, WI 54301
 U.S.A.

Customer #: 334905

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GREEN BAY POLICE DEPARTMENT
 435 E WALNUT ST
 GARY McDERMID 920-448-3174
 GREEN BAY, WI 54301-5001
 U.S.A.

Ship To #: 18

P.O. NO.		TERMS	SALESMAN 0505	SHIP DATE	SHIP VIA			ORDER #		
CONTRACT 1124		NET 30 Days	Mario Gonzalez	11/22/24	R & L CARRIERS			1451476-000		
QTY ORD	QTY SHIP	ITEM	DESCRIPTION		NET WT	\$/LB	UNIT PRICE	U/M	DIS%	NET AMOUNT
1	1	3000049	EM INVOICES TO: GARY.MCDERMID@REENBAY I .GOV Water Treatment Program for the Month of November		1		425.00	EA		425.00
\$425.00 1013310-55201  11-27-24										
SUB-TOTAL		SHIPPING / MISC		TAX	SUB-TOTAL		PAYMENT		BALANCE DUE - USD	
425.00		.00		.00	425.00		.00		425.00	

Remit To: Garratt-Callahan Co. - 50 Ingold Rd - Burlingame, CA 94010

Accepted forms of payment: ACH/Direct Deposit, Amex, Mastercard

AccountsReivable@g-c.com - invoice questions, paperless invoices, address changes, tax status, or W9

Feedback@g-c.com - issues related to products or services

1 11-29-24



RECEIVED DEC 19 2024

INVOICE

WATER TREATMENT EXPERTISE SINCE 1904
340 S. La Londe Ave. - Addison, IL 60101
Phone: 630-543-4411 Fax: 630-543-8382
www.garrattcallahan.com

PAGE	DATE	INVOICE NO
1	12/13/24	1370735

2024

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GREEN BAY POLICE DEPARTMENT
307 S ADAMS ST
GREEN BAY, WI 54301
U.S.A.

Customer #: 334905

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GREEN BAY POLICE DEPARTMENT
435 E WALNUT ST
GARY McDERMID 920-448-3174
GREEN BAY, WI 54301-5001
U.S.A.

Ship To #: 18

OLD PG 0606 OK TO PAY PER G. McDERMID

P.O. NO.		TERMS	SALESMAN 0505	SHIP DATE	SHIP VIA		ORDER #		
CONTRACT 1124		NET 30 Days	Mario Gonzalez	12/13/24	R & L CARRIERS		1456620-000		
QTY ORD	QTY SHIP	ITEM	DESCRIPTION	NET WT	\$/LB	UNIT PRICE	U/M	DIS%	NET AMOUNT
1	1	3000049	EM INVOICES TO: GARY.MCDERMID@ .GOV Water Treatment Program for the Month of December	1		425.00	EA		425.00
\$425.00 1013310-55201 <i>[Signature]</i> 12-18-24									
SUB-TOTAL		SHIPPING / MISC		TAX	SUB-TOTAL		PAYMENT	BALANCE DUE - USD	
425.00		.00		.00	425.00		.00	425.00	

Remit To: Garratt-Callahan Co. - 50 Ingold Rd - Burlingame, CA 94010

Accepted forms of payment: ACH/Direct Deposit, Amex, Mastercard

AccountsReivable@g-c.com- invoice questions, paperless invoices, address changes, tax status, or W9

Feedback@g-c.com - issues related to products or services

43276 RD

Wisconsin Elevator Inspection Inc
S41W35755 County Road C
Dousman WI 53118
(262) 567-4400
www.wi-elev.com email: 2carla@att.net

Invoice

Date	Invoice #
10/30/2024	19810

Bill To

Green Bay Police Dept
 435 E Walnut Street
 Green Bay, WI 54301

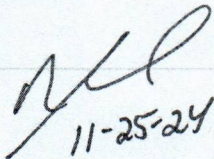
2024

Location

Green Bay Police Dept
 435 E Walnut Street
 Green Bay, WI 54301

RECEIVED NOV 27 2024

PRUSS GARETTE

Due Date	Terms	PO #	WEI Federal Tax ID	Inspector	Inspection Date
11/29/2024	Net 30		26-2747754	TF	10/24/2024
Quantity	Description		Price Each	Amount	
3	Annual Inspection		120.00	360.00	
\$360.00 1613310-55201  11-25-24 <i>We greatly appreciate your business!</i> <i>Thank you for working with a Wisconsin based company.</i>					
State of Wisconsin DSPS websites www.dsp.wi.gov www.esla.wi.gov			Total \$360.00		

Late payment fee is \$20

The State of Wisconsin Department of Safety & Public Services has received a copy of the inspection report(s) via the new eSLA program. Permit fees are now paid online thru your eSLA account. The fee(s) will be in the shoppign cart. Once paid the new permit(s) are emailed to you.

Payment methods:
 ACH
 Mail check or Credit card BY PHONE
 (Mastercard, Visa & Discover)

Requested 12/3

V 24000 R1



One KONE Court
Moline, IL 61265
Please do not send payments to this address

Repair Invoice

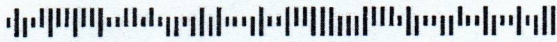
Invoice Date: 11/26/2024
Invoice Number: 1158834325
Contract Number: 1510081737
Purchase Order: None

Customer Number: N220344

CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

Customer Billing Address:

32 1 SP 0.690 E0032X I0069 D13679247578 S2 P10580184 0001:0002



CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

2024

Gary McDermott called on 11/5/2024 at 10:04 AM reporting FREIGHT ELEVATOR was shut down. We arrived on 11/7/2024 at 7:09 AM and found the unit shut down due to activation of a safety-related device. We adjusted the gate switch, checked the unit for safe and proper operation and returned the unit to service. This condition was not preventable through routine maintenance, and thus is outside the scope of the KONE Service Agreement. It is 100% billable.

OLD PRESS GAZETTE BUILDING

Equipment: FREIGHT ELEVATOR
Equipment No: 45679227
Equipment Address: NEW GREEN BAY POLICE DEPARTMENT
435 EAST WALNUT ST
GREEN BAY WI 54301-5001

Service Order: 9AUS16547593

Completion Date: 11/05/2024

\$3,388.16

1013310-55201

12-9-24

	Net Value	Total
LABOR	\$ 3,388.16	\$ 3,388.16
Total		\$ 3,388.16

RECEIVED DEC 10 2024

Thank you for your business.

<https://kone.billtrust.com>

GQT KQL HFW

N220344

Payment Terms: Net 30

Please Pay Before: 12/26/2024

Late Payment Interest: 1.5%

Payment Options - please reference this invoice number

Make Payments Online

ACH

Bank Name: CitiBank
ABA Routing: 021000089
Account Number: 30915201
Account Name: KONE Inc.

Mail Check

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

KONE MILWAUKEE U650
5801 S PENNSYLVANIA AVE STE 300
CUDAHY, WI 53110-2400

Telephone: +1 262-373-0460
www.KONE.us/billing

KONE Inc. TAX ID 36-2357423

Please do not send payments to this address

Page 1 / 3



Invoice: 1158834325
Customer Number: N220344
Amount: \$ 3,388.16
Payment Due Date: 12/26/2024



KONE invites you to make a sustainable choice for your invoicing.

Please sign up for KONE eInvoice with link and enrollment token provided. You may also send an email with your invoice or account number to Go.Paperless@KONE.com



For payment by check, please include your invoice number or cut and return this portion with your payment.

Invoice Number: 1158834325
Amount: \$ 3,388.16

Payment Due Date: 12/26/2024
Customer Number: N220344

734874 1158834325 0000338816 4

Payer:

CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

Mail payment to:

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

Rick Jurkanis

From: Gary McDermid
Sent: Monday, December 9, 2024 6:27 AM
To: Rick Jurkanis
Subject: FW: Kone Invoice
Attachments: sharpscans@greenbaywi.gov_20241206_083126.pdf

OK to pay

Gary

-----Original Message-----

From: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Sent: Monday, December 9, 2024 6:13 AM
To: Gary McDermid <Gary.McDermid@greenbaywi.gov>
Subject: FW: Kone Invoice

Ok to pay?

-----Original Message-----

From: Kristal Dryer <Kristal.Dryer@greenbaywi.gov>
Sent: Friday, December 6, 2024 8:31 AM
To: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>; Lisa Wachowski <Lisa.Wachowski@greenbaywi.gov>
Subject: Kone Invoice

Hello,

Invoice 1158834325 Kone for freight elevator repair.

Thank you,

Kristal Dryer
Purchasing Assistant
City of Green Bay
Purchasing Department
920.448.3047
greenbaywi.gov

V 24 2024 21



One KONE Court
Moline, IL 61265
Please do not send payments to this address

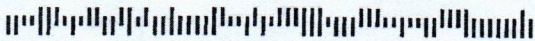
Repair Invoice

Invoice Date: 12/23/2024
Invoice Number: 921678436
Contract Number: 343681201
Service Order: 324616710
Purchase Order: PO-number

Customer Number: N220344
CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

Customer Billing Address:

191 1 SP 0.690 E0191X I0426 D13784821253 S2 P10617897 0001:0004



CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

2024

Perform elevator shaft clean down. Minor door parts and adjustment Included. Perform an annual code required pressure relief test. Does not include inspector or operating permit fees. Troubleshooting lower level HW Doors

OLD PG BLDG

Total

Equipment No: 45679227
Equipment Address: NEW GREEN BAY POLICE DEPARTMENT
435 EAST WALNUT ST
GREEN BAY WI 54301-5001

Labor breakdown \$ 4,464.00
Material breakdown \$ 186.00

Total \$ 4,650.00

2024 BUDGET

\$4,650.00

6013310 -55201

1-15-25

RECEIVED JAN 15 2025

Thank you for your business.

<https://kone.billtrust.com>

GQT KQL HFW

N220344

Payment Terms: Net 30

Please Pay Before: 01/22/2025

Late Payment Interest: 1.5%

Payment Options - please reference this invoice number

Make Payments Online

ACH

Mail Check

Bank Name: CitiBank
ABA Routing: 021000089
Account Number: 30915201
Account Name: KONE Inc.

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

KONE MILWAUKEE U650
5801 S PENNSYLVANIA AVE STE 300
CUDAHY, WI 53110-2400

Telephone: +1 262-373-0460
www.KONE.us/billing

KONE Inc. TAX ID 36-2357423

Please do not send payments to this address



Invoice: 921678436
Customer Number: N220344
Amount: \$ 4,650.00
Payment Due Date: 01/22/2025



KONE invites you to make a sustainable choice for your invoicing.

Please sign up for KONE eInvoice with link and enrollment token provided. You may also send an email with your invoice or account number to Go.Paperless@KONE.com



For payment by check, please include your invoice number or cut and return this portion with your payment.

Invoice Number: 921678436
Amount: \$ 4,650.00

Payment Due Date: 01/22/2025
Customer Number: N220344

734874 0921678436 0000465000 3

Payer:
CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

Mail payment to:

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

Rick Jurkanis

From: Gary McDermid
Sent: Thursday, January 2, 2025 2:18 PM
To: Rick Jurkanis; Trista Hobbs; Ben Allen; Lacey Cochart
Cc: Gary McDermid
Subject: FW: Kone Invoice
Attachments: Kone Invoice 921678436.pdf; Kone Invoice 921678438.pdf

Rick,
Both are OK to pay as per quoted proposals.

Thanks,



Gary McDermid
Building Services Supervisor
Green Bay Police Department
920.448.3174 | gary.mcdermid@greenbaywi.gov

From: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Sent: Thursday, January 2, 2025 1:55 PM
To: Gary McDermid <Gary.McDermid@greenbaywi.gov>; Ben Allen <Ben.Allen@greenbaywi.gov>; Trista Hobbs <Trista.Hobbs@greenbaywi.gov>
Cc: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Subject: FW: Kone Invoice

Ok to pay?

Rick

From: Kristal Dryer <Kristal.Dryer@greenbaywi.gov>
Sent: Thursday, January 2, 2025 12:58 PM
To: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Cc: Lisa Wachowski <Lisa.Wachowski@greenbaywi.gov>
Subject: Kone Invoice

Hello,

We have received two invoices from Kone. Please let me know if these are off of PO 2300139.

Thank you

Kristal Dryer
Purchasing Assistant

V24000 R1



One KONE Court
Moline, IL 61265
Please do not send payments to this address

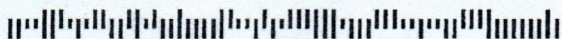
Repair Invoice

Invoice Date: 12/23/2024
Invoice Number: 921678438
Contract Number: 343681220
Service Order: 324616740
Purchase Order: PO-number

Customer Number: N220344
CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

Customer Billing Address:

191 1 SP 0.690 E0191 I0428 D13784821263 S2 P10617897 0003:0004



CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

2024

KONE will furnish and install a new jack packing. The old packing in the plunger packing gland will be removed, the packing gland will be cleaned and a new packing of the proper type installed to reduce leakage which causes unnecessary oil leakage/loss and improper leveling. Perform an annual code required pressure relief test. Does not include inspector or operating permit fees.

OLD PB BLDG

Total

Equipment No: 45679230
Equipment Address: NEW GREEN BAY POLICE DEPARTMENT
435 EAST WALNUT ST
GREEN BAY WI 54301-5001

Labor breakdown \$ 3,753.90
Material breakdown \$ 611.10

Total \$ 4,365.00

2024 BUDGET

\$ 4,365.00

1013310-55201

RECEIVED JAN 15 2025

WLP
1-15-25

Thank you for your business.

<https://kone.billtrust.com>
GQT KQL HFW
N220344

Payment Terms: Net 30

Please Pay Before: 01/22/2025

Late Payment Interest: 1.5%

Payment Options - please reference this invoice number

Make Payments Online

ACH

Bank Name: CitiBank
ABA Routing: 021000089
Account Number: 30915201
Account Name: KONE Inc.

Mail Check

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

KONE MILWAUKEE U650
5801 S PENNSYLVANIA AVE STE 300
CUDAHY, WI 53110-2400
Please do not send payments to this address

Telephone: +1 262-373-0460
www.KONE.us/billing

KONE Inc. TAX ID 36-2357423



Invoice: 921678438
Customer Number: N220344
Amount: \$ 4,365.00
Payment Due Date: 01/22/2025



KONE invites you to make a sustainable choice for your invoicing.

Please sign up for KONE eInvoice with link and enrollment token provided. You may also send an email with your invoice or account number to Go.Paperless@KONE.com



For payment by check, please include your invoice number or cut and return this portion with your payment.

Invoice Number: 921678438
Amount: \$ 4,365.00

Payment Due Date: 01/22/2025
Customer Number: N220344

734874 0921678438 0000436500 9

Payer:

CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

Mail payment to:

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

Rick Jurkanis

From: Gary McDermid
Sent: Thursday, January 2, 2025 2:18 PM
To: Rick Jurkanis; Trista Hobbs; Ben Allen; Lacey Cochart
Cc: Gary McDermid
Subject: FW: Kone Invoice
Attachments: Kone Invoice 921678436.pdf; Kone Invoice 921678438.pdf

Rick,
Both are OK to pay as per quoted proposals.

Thanks,



Gary McDermid
Building Services Supervisor
Green Bay Police Department
920.448.3174 | gary.mcdermid@greenbaywi.gov

From: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Sent: Thursday, January 2, 2025 1:55 PM
To: Gary McDermid <Gary.McDermid@greenbaywi.gov>; Ben Allen <Ben.Allen@greenbaywi.gov>; Trista Hobbs <Trista.Hobbs@greenbaywi.gov>
Cc: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Subject: FW: Kone Invoice

Ok to pay?

Rick

From: Kristal Dryer <Kristal.Dryer@greenbaywi.gov>
Sent: Thursday, January 2, 2025 12:58 PM
To: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Cc: Lisa Wachowski <Lisa.Wachowski@greenbaywi.gov>
Subject: Kone Invoice

Hello,

We have received two invoices from Kone. Please let me know if these are off of PO 2300139.

Thank you

Kristal Dryer
Purchasing Assistant

V42827 R1

Vans Fire & SafetyP.O. Box 1939
Lowell, AR 72745
920-494-3346**VAN'S FIRE & SAFETY, INC.**

A Marmic Fire & Safety® Company

RECEIVED NOV 27 2024

2024

Bill ToCITY OF GREEN BAY
100 N. JEFFERSON ST. ROOM 105 - CITY HALL
GREEN BAY, WI 54302<https://marmicportal.servicetrade.com/>Access your Customer Portal through the link above.
Call us to learn more!**Invoice No.****D119875****Service Location**Future Police Dept
435 East Walnut Street
Green Bay, WI 54301**Invoice For****Service Call Job #37497687**
(11/01/2024)**Transaction Date**

11/6/2024

OLO PRESS GAZETTE BLOG

Code	Item	Svc	Qty	Unit Price	Amt
XS102W	ANNUAL FIRE EXT INSPECTION (WI only)	EXT	34	\$5.25	\$178.50
XS132	Hydrotest 10 lb Dry Chem Extinguisher (includes recharge)	HYDRO	1	\$37.00	\$37.00
442257	5 LB ABC ANSUL WH	EXT	2	\$72.15	\$144.30
XS137	Hydrotest Clean Agent Extinguisher	HYDRO	2	\$83.49	\$166.98
GEN MAT EXT	Clean agent chemical per pound	EXT	4	\$95.84	\$383.36
XS101W	Service Call (WI only)	EXT	1	\$40.00	\$40.00
GRAND TOTAL					\$950.14

Additional Customer Information

Sage # 0175556

\$950.00

6013310-55201

RLL
11-27-24



One KONE Court
Moline, IL 61265
Please do not send payments to this address

Repair Invoice

Invoice Date: 11/12/2024
Invoice Number: 1158823589
Contract Number: 1510005847
Purchase Order: None

Customer Number: N220344

Customer Billing Address:

33 1 SP 0.690 E0033X 10069 D13624827386 S2 P10563598 0001:0002



CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

2025 04061

Gary McDermott called on 11/5/2024 at 10:04 AM reporting FREIGHT ELEVATOR was shut down. When we arrived at 12:30 PM the unit was at the floor with the doors open. We replaced the control system fuses, and adjusted the car gate contact. Upon leaving at 2:10 PM we left the elevator out of service. We arrived on 11/7/2024 at 7:09 AM and found the unit shut down due to activation of a safety-related device. We reset the device, checked the unit for safe and proper operation and returned the unit to service. This condition was not preventable through routine maintenance, and thus is outside the scope of the KONE Service Agreement. It is 100% billable.

Equipment: FREIGHT ELEVATOR
Equipment No: 45679227
Equipment Address: NEW GREEN BAY POLICE DEPARTMENT
435 EAST WALNUT ST
GREEN BAY WI 54301-5001

Service Order: 9AUS16547593
Completion Date: 11/05/2024

\$2,458.59

1013310-55201

WLP
2-18-25

	Net Value	Total
LABOR	\$ 2,458.59	\$ 2,458.59
Total		\$ 2,458.59

Thank you for your business.

<https://kone.billtrust.com>

GQT KQL HFW

N220344

Payment Terms: Net 30

Please Pay Before: 12/12/2024

Late Payment Interest: 1.5%

Payment Options - please reference this invoice number

Make Payments Online

ACH

Bank Name: CitiBank
ABA Routing: 021000089
Account Number: 30915201
Account Name: KONE Inc.

Mail Check

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

KONE MILWAUKEE U650
5801 S PENNSYLVANIA AVE STE 300
CUDAHY, WI 53110-2400

Telephone: +1 262-373-0460
www.KONE.us/billing

KONE Inc. TAX ID 36-2357423

Please do not send payments to this address



Invoice: 1158823589
Customer Number: N220344
Amount: \$ 2,458.59
Payment Due Date: 12/12/2024



KONE invites you to make a sustainable choice for your invoicing.

Please sign up for KONE eInvoice with link and enrollment token provided. You may also send an email with your invoice or account number to Go.Paperless@KONE.com



For payment by check, please include your invoice number or cut and return this portion with your payment.

Invoice Number: 1158823589
Amount: \$ 2,458.59

Payment Due Date: 12/12/2024
Customer Number: N220344

734874 1158823589 0000245859 7

Payer:

CITY OF GREEN BAY
100 N JEFFERSON ST RM 101
GREEN BAY WI 54301-5026

Mail payment to:

KONE
P.O. BOX 734874
CHICAGO, IL 60673-4874

ROBERTS

ENVIRONMENTAL CONTROL CORP.

8500 W. 185th Street Tinley Park, IL 60487

www.RobertsHVAC.com

(708) 429-7700

Bill To Customer #: 1141

Green Bay Police Department
307 S Adam St

Green Bay, WI 54301

INVOICE #: SD11155

Invoice Date: 12/20/2024

Work Order #: 31094

P.O. #:

Work Site:

Green Bay Police Department
307 S Adams St

Green Bay, WI 54301

Work Requested

Press gazette HVAC system repairs

2025 BUDGET

OLD P6 BUDG

Description of Work Performed

Inspected the Kewaunee boiler, opened the flue passes, and found the boiler was very dirty. Brought in power vacuum to clean the boiler passes. Removed the combustion blower finding the blower wheel full of dirt from years of operation. Cleaned the blower assembly and re-assembled the combustion blower. Check and cleaned the boiler burner. Found the boiler sight glass to be cracked and bad isolating valves. Ordered a new sight glass assembly. Went through the low water cut offs and other safeties. Opened the blow down and other cross piping, inspected and cleaned. Installed the new parts once they came. Fired the boiler went through the boiler setting the gas pressure and combustion. Found the condensate tank to have a bad tank level control. Ordered a new float control. Made fabrication adjustments and installed the new float. Re-worked the float control, installed the new chemical flow meter and wired. Removed the existing pump strainers and cleaned. Cleaned the tank base and then filled. Replaced the bad fill regulating valve and bad pipe. Found the bad expansion tank to have leaks, re-worked the chill water expansion tank to be used for one of the heating circuits. Upon inspection of the West and East heat exchanger with pumps. Found the West pump to have a bad pump bearing. Also found the fill valve to be bad. Picked up new bearing assembly and fill valve and installed. Fill both West and East circuits and bleed air from the system. Fired the boiler, brought it up to 8 PSI steam pressure, went around check the cabinet heaters, radiation and AHU'S. Made adjustments to one AHU for the lower dock to heat the space. We were able to get the whole building heating after venting air, adjusting pneumatic controls and open closed valves. Found many of the AHU's heating coils with disconnected steam line. These units have leaking heating coils.

Quantity	Description	Unit Price	Extended Price
	Job # 30194		
128.50	Tech Rate	130.00	16,705.00
1.00	Materials	7,760.00	7,760.00

\$24,465.00

1013310-55201

[Signature]
2-18-25

If there is a problem with this invoice, please contact Holly
@ ext 1522 within 30 days to avoid late charges.

Total Invoice Amount: 24,465.00

Terms: Net 30 Days

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

March 4, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of February 25, 2025, the following 2024 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	\$59,555.58
To:	1013310 55201– Building repairs	\$41,756.89
	101300 56201 – Wisconsin Public Service	\$16,522.86
	101300 56402 – Green Bay Water Utility	\$ 1,275.83

This budget amendment is to cover unbudgeted 2024 expense incurred for 435 E Walnut St (previously Press Gazette building) in the Police Operating budget for the potential new Police Headquarters.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on Development Agreement 25-01 with Hoban Real Estate, LLC for the development of 3855 Finger Road (Tax Parcel 21-24).

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Staff Report -Hoban Real Estate DA (002)
2. Hoban RE-Development Agreement - Final
3. Planning Option-Final



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

Cheryl Renier-Wigg, CED
Matt Buchanan, CED
Joanne Bungert, Law

AGENDA ITEM

Consideration with possible action on Development Agreement 25-01 with Hoban Real Estate, LLC for the development of 3855 Finger Road (Tax Parcel 21-24).

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

Hoban Real Estate, LLC ("Developer"), a wholly owned subsidiary of W.E. Hoban Company (formerly Cleveland Hardware and Forging Company), intends to complete a project on 12.70 acres of City-owned land located at 3855 Finger Road. The Project includes the construction of an industrial forge building with approximately fifty-eight thousand (58,000) square feet of usable space with office, warehouse, and industrial uses.

The City acquired the property in 2007 to support future commercial and/or industrial development. To further attract investment, in 2022, the City established new zoning regulations through a Planned Unit Development (PUD), facilitating the creation of the Grandview Industrial Park. The Developer obtained their first planning option on the property in January 2024 and has since completed due diligence, held a neighborhood meeting, secured a Conditional Use Permit, and worked to secure project financing.

The Developer currently operates a forge facility located at 1341 S. State Street in Green Bay. This project supports the anticipated relocation and significant expansion of the business within the City. The new facility will accommodate advanced forging technology and modernized equipment, providing a more suitable space than the existing State Street location. Approximately 115 to 130 employees are anticipated to be employed at the new facility.

The project aligns with the City's vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

- generates job opportunities for individuals of all ages, abilities, and incomes;
- build new structures with high-performance designs, systems, and finishes;
- creates a significantly higher per acre property value than nearby properties and the City average;
- generates property taxes greater than the cost of providing infrastructure and services;
- enhances the physical landscape;
- facilitates the expansion of additional industrial land uses
- creates and/or enhance unique public spaces, amenities, and art

As of January 1, 2025, the Property has an aggregate assessed value of \$0.00, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields \$0.00 in total real estate taxes annually (assessed mill

100 North Jefferson Street, Green Bay, Wisconsin 54301-5026
greenbaywi.gov

rate of \$19.92). Upon completion of the proposed Project, the City estimates the aggregate assessed property value of the Property to be \$10,000,000.00, which is anticipated to yield approximately:

- \$199,200.00 in total real estate taxes annually (assessed mill rate of \$19.92);
- \$81,200.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Twenty Five (“TID 25” or the “TID”), which will provide part of the financing for certain costs of the Project.

As part of the development agreement, the developer will provide a 60 day planning option to negotiate the sale of 1341 State Street.

RECOMMENDATION

To approve Development Agreement 25-01 with Hoban Real Estate, LLC for the development of 3855 Finger Road (Tax Parcel 21-24).

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- Sale of 3855 Finger Road property for \$1.00.
- PAYGo TIF Reimbursement - Between 75% and 95% of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID is terminated. Available TIF Increment shall be distributed as follows:
 - 95% from 2027 to 2031
 - 90% from 2032 to 2034
 - 85% from 2035 to 2036
 - 80% from 2037 to 2039
 - 75% from 2040 to the termination of the TID (anticipated to be 2042)
 - In the event that (i) the partial assessment of the Project for 2026 meets or exceeds the Minimum Assessed Value (\$10,000,000); (ii) the occupancy permit for the Project is issued in 2026; and (iii) Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for 2026, the City shall pay ninety-five percent (95%) of the 2026 TIF Increment to Developer in 2027 and the dates set forth above shall be decreased by one (1) year.

The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.

No levy dollars will be used for this project.

ATTACHMENTS

- I. Draft Development Agreement



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-01

HOBAN REAL ESTATE, LLC

This Development Agreement is made this 5th day of March, 2025, by and among THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), HOBAN REAL ESTATE, LLC, a Wisconsin limited liability company ("Developer"), and W.E. HOBAN COMPANY F/K/A CLEVELAND HARDWARE AND FORGING COMPANY, a Wisconsin corporation ("WE HOBAN"). The City, Developer and WE Hoban are each referred to herein as "Party" and collectively, as the "Parties".

RECITALS

- A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
21-24	3855 Finger Road	12.70	\$0

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately twelve and seven tenths (12.70) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of an industrial forge building with approximately fifty-eight thousand (58,000) square feet of usable space with office, warehouse, and industrial uses (collectively the "Project"). The Project improvements are shown on a Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has an aggregate assessed value of \$0, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. \$0.00 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. \$0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of the Project, the City estimates the aggregate assessed property value of the Property will be approximately ten million dollars (\$10,000,000.00), which is anticipated to yield approximately:
1. One hundred ninety-nine thousand two hundred dollars (\$199,200.00) in total real estate taxes annually (assessed mill rate of \$19.92); and
 2. Eighty-one thousand two hundred dollars (\$81,200.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The City Assessor or their designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District 25 (“TID 25” or the “TID”), which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City with regard to certain expenses, including, but not limited to clearing of land; construction of new buildings; or the construction of infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than nearby properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; enhance the physical landscape; facilitate the expansion of additional industrial land uses; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.
- J. The Parties to this Agreement acknowledge and agree that (i) Developer shall hold title to the Property solely because the Property is being "parked" with Developer in connection with a tax-deferred exchange; (ii) for a period of one hundred eighty (180) days after Developer acquires the Property (the “Exchange Period”), WE Hoban shall have the contractual right to act as the Developer’s manager pursuant to the Developer’s Operating Agreement and construction manager pursuant to a Construction Management Agreement by and between Developer and WE Hoban; (iii) upon the expiration of the Exchange Period, First American Exchange Company, LLC (“First American”), as the sole member of Developer and pursuant to a Qualified Exchange Accommodation Agreement by and between First American and WE Hoban, shall transfer all of its ownership interests in Developer to WE Hoban, thus making WE Hoban the sole member of Developer; (iv) the liability of First American hereunder shall be limited to its ownership interests in the Developer; (v) neither First American nor any members, employees or affiliates of First American shall have any personal liability hereunder; and (vi) upon First American’s transfer of its ownership interests in Developer to WE Hoban, First American shall be released from all liability and obligations under this Agreement, if any. For clarification, First American’s interest in the Property is for the sole purpose of facilitating the tax-deferred exchange for the Developer and shall have no authority or rights under this Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the Parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The Parties intend to enter into this Agreement to record the understandings and undertakings of the Parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement by and among the City, WE Hoban and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be Zero Dollars (\$0.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.

- F. “Concept Plan” means the plan for the Project, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City may propose and the City may accept in its sole discretion.
- G. “Developer” means HOBAN REAL ESTATE, LLC, or any assignee of the same.
- H. “Exhibits” mean the supplementary reference information attached to this Development Agreement that shall include the following:
 - 1. Exhibit A – Map of the Property
 - 2. Exhibit B – Legal Description of the Property
 - 3. Exhibit C – Concept Plan
 - 4. Exhibit D – Planning Option
- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- L. “Project” means the Project as defined in the Recitals.
- M. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure not operated by the City; and
 - 4. natural gas, electrical power, and other public utilities not operated by the City; and
 - 5. any related engineering, grading, erosion control, and landscaping; and

6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 4., below.
 - P. "RDA" means the Redevelopment Authority of the City of Green Bay.
 - Q. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
 - R. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
 - S. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
 - T. "TID" means Tax Increment District Twenty-Five ("TID 25" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 25 in 2022; TID 25 terminates in 2042.
 - U. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
 - V. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING AND INCENTIVES

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City providing TIF, the Project would not happen. At the request of the City, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Property Transfer.
 - a) The City shall convey the Property, excluding all City right-of way, to the Developer by March 15, 2025 via special warranty deed for the sum of one dollar (\$1.00).
 - b) The deadline for conveyance of the Property may be extended at the request of the Developer based on Developer's closing of financing for the project but shall be completed by no later than December 31, 2025.
 - c) The City shall provide a copy of any existing title work for the Property to the Developer within ten (10) business days of execution of this Agreement. City's

licensed and insured title company will execute to Developer and/or its assignee an owner's policy. City will pay all costs of providing such title insurance, including costs for a GAP endorsement and special assessment letter. Title insurance shall be provided in a policy amount at the currently assessed value of the Property if it were taxable today, eight hundred thousand and 00/100 dollars (\$800,000.00). Any additional title work will be completed by the Developer's selected title company at Developer's expense.

- d) The City will pay at closing all legally required transfer taxes, including the Wisconsin Real Estate Transfer Fee. Developer will pay all recording fees arising in connection with the closing, except those required to be recorded to cause title to the Property to be delivered in accordance with this Agreement. Each Party will otherwise pay all other costs and expenses incurred by them, respectively, including without limitation any engineering, legal, accounting, survey and/or other professional fees.
- e) The Parties acknowledge that prior to the transfer described herein, the Property is and has been owned by the City, and as such is and has been exempt from real property taxes and has had no special assessments levied against it.
- f) At the City's sole cost and prior to the closing, the City shall prepare and provide to Developer an ALTA survey of the Property.
- g) Prior to conveyance of the Property, the City shall provide Developer access to the Property site for purposes of Developer conducting its due diligence for the site. The Developer shall provide 48-hour notice to any such activities to the Community & Economic Development Director.
- h) Upon execution of this Agreement, Developer shall grant to and execute with the City, a 60- day planning option to negotiate the acquisition of Tax Parcel 1-1371, commonly known as 1341 South State Street, Green Bay, Wisconsin ("State Street Property"), attached hereto and made a part hereof as Exhibit D.
- i) The Parties acknowledge that no of the Party has engaged a broker, finder, agent or other intermediary with respect to the proposed sale of the Property; and no third party shall earn or become entitled to receive a fee or other consideration from any of the Parties.

2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) In order to qualify for the PAYGo reimbursement, the Developer guarantees that the Property shall have a minimum assessed value of no less than ten million dollars (\$10,000,000) on or before January 1, 2027 (the "Minimum Assessed Value").
- b) Other than the costs which are the responsibility of the City, as explicitly set forth herein, the Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- c) Assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in

which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

- d) Incremental Property Value multiplied by the assessed mill rate shall be known as the Available TIF Increment.
- e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the Minimum Assessed Value on or before January 1, 2027. Upon reaching this threshold, Available TIF Increment shall be distributed as follows:
 - (I) From January 1, 2027 until December 31, 2031, the City shall make available ninety-five percent (95%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.
 - (II) From January 1, 2032 until December 31, 2034, the City shall make available ninety percent (90%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.
 - (III) From January 1, 2035 until December 31, 2036, the City shall make available eighty-five percent (85%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.
 - (IV) From January 1, 2037 until December 31, 2039, the City shall make available eighty percent (80%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.
 - (V) From January 1, 2040 until the termination of the Tax Increment District, the City shall make available seventy-five percent (75%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.

Upon reaching The Minimum Assessed Value, the City shall pay the percentages of the total Available TIF Increment, as set forth, above, to the Developer on an annual basis after property taxes are paid in full for the Property. For avoidance of doubt, if the aggregate assessed Property value exceeds the Minimum Assessed Value, Developer shall be entitled to the percentages set forth, above, of the total Available TIF Increment generated by such assessment, which may be above and beyond the Minimum Assessed Value, without limitation, but subject to the Tax Incentive Cap.

- f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2026, the TIF Increment would be determined as of January 1, 2027 and the PAYGo reimbursement would first be payable in 2028.
- g) Notwithstanding the forgoing, in the event that (i) the partial assessment of the Project for 2026 meets or exceeds the Minimum Assessed Value; (ii) the occupancy permit for the Project is issued in 2026; and (iii) Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for 2026 (the "2026 PAYgo Thresholds"), the City shall

pay ninety-five percent (95%) of the 2026 TIF Increment to Developer in 2027 and the dates set forth in Section III. B. 2. e), above shall be decreased by one (1) year. For example, the dates in Section III. B. 2. e) (1) shall be January 1, 2026 until December 31, 2030. For the avoidance of doubt, if the Project does not meet the 2026 PAYGo Thresholds, the TIF Increment would be determined as of January 1, 2027, the first PAYGo reimbursement would be payable in 2028 and the dates set forth in Section III. B. 2. e) would remain as set forth, above.

3. Intentionally Left Blank.
4. Qualified Expenditures. Qualified Expenditure payments shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City as stated in Section IV; then
 - c) Any other activity specifically approved by the City.
5. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the City, which approval shall not be unreasonably withheld. Except as explicitly set forth herein, the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third-party purchaser and/or developer of any part of the Property.

C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The TIF Incentive from 2027 to 2031 shall not exceed ninety-five percent (95%) of the Available Tax Increment for the Property. The TIF Incentive from 2032 to 2034 shall not exceed ninety percent (90%) of the Available Tax Increment for the Property. The TIF Incentive from 2035 to 2036 shall not exceed eighty-five percent (85%) of the Available Tax Increment for the Property. The TIF Incentive from 2037 to 2039 shall not exceed eighty percent (80%) of the Available Tax Increment for the Property. The TIF Incentive from 2040 to the termination of the TID shall not exceed seventy-five percent (75%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer (the "Tax incentive Cap").
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF

Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City makes no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OTHER OBLIGATIONS OF THE CITY

- A. Public Utilities. At its sole cost, the City shall provide (or cause to be provided by necessary third parties) to the Project, at the facilities' actual locations within the Property boundary, all necessary or advisable City-owned utilities necessary for the Project, including but not limited to: (i) sanitary sewer, (ii) storm water, (iii) public water, and (vi) such other utilities as Developer may reasonably request all of which shall be installed below ground. The City, at its sole cost and expense, shall be responsible for all maintenance, repair and replacement of the foregoing utilities.
- B. Other Utilities. The City will also coordinate with other utilities that need to operate in the public right-of-way including electric utilities, natural gas utilities, and telecommunication utilities to help facilitate these services to the site. Ensuring that there is adequate access and capacity of these non-City utilities is the responsibility of the Developer and the corresponding utility. If additional public utilities become necessary in the future that are directly attributable to this Project, the Developer and or owner shall provide additional ROW or an easement, as appropriate, to accommodate those public utilities.
- C. Sidewalks / Walking Trail / Drainage Ditch. The City shall coordinate with Developer to determine feasibility for the future (i) construction and installation of sidewalks and a walking trail on the Property or within adjacent public rights of way; and (ii) the maintenance of the drainage ditch located on the Property to allow for the proper drainage of the Property and adjacent land.

V. OBLIGATIONS OF DEVELOPER

- A. Construction Documents. Prior to July 1, 2025, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the Project, along with architectural and general contracts, to the City for approval. The "Construction Documents" shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and photographic examples of all exterior building materials; and

4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the City to be appropriate.
- B. Development Related Fees. The Developer shall be responsible for payment of any development related fees including but not limited to zoning and/or site plan application fees, building permit fees, erosion control fees, stormwater management fees, impact fees, and other application fees as applicable to the Project. All such fees shall be included as Qualified Expenditures.
- C. Development Budget. Prior to July 1, 2025, Developer shall submit a “Development Budget”, prepared in accordance with general principles for construction and development budgeting, to City for approval. The Development Budget shall include:
1. Not less than twenty million (\$20,000,000) in “hard” construction costs for the Project; and
 2. A line item of not less than ten percent (10%) of Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the City and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. Approvals by the City. The City shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Construction Documents, or Development Budget, or any revisions; provided, however, that the City shall approve such revised Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City, or adversely affect the Concept Plan. The City will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the City or Developer may propose modifications to the Concept Plan subject to the agreement of the City and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the City proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project, provided, however, such fees shall be included as Qualified Expenditures.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City.
 3. Developer shall have obtained the approval of the City, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City no later than April 1, 2025 proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than five (5) business days prior to Developer closing on the acquisition of the Property, Developer shall have delivered proof satisfactory to the City of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than March 15, 2025, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget and in accordance with the terms set forth herein.
- K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City of the Concept Plan, approval by the City of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2025. Construction of the Project shall be completed no later than December 31, 2026. Developer shall file with the City copies of the detailed construction plans within ninety (90) days after completion of the Project.
- L. Reports and Information. Within a reasonable amount of time after such request is submitted by the City in writing to Developer, Developer shall provide written reports and information on the following items as requested by the City throughout the duration of this Agreement:
1. During the period before the commencement of construction, Developer shall from time to time provide to the City information having a bearing upon the interests of the City in the Property or under this Agreement.

2. Upon written request from the City, Developer shall submit, or cause to be submitted by its owner's representative, progress reports during the course of construction.
 3. Upon request from the City, the Developer shall provide an updated listing of positions by compensation employed at the Project site.
- M. Copies of Documents. All documents from Developer to the City shall be submitted in a digital files format acceptable to the City. At the City's request, the Developer shall provide requested documents printed in triplicate.
- N. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- O. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer itself or via Hoban RE intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written request for transfer thirty (30) days prior to the anticipated transfer. The City may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Notwithstanding anything to the contrary in this Agreement, (i) the Developer shall not be required to provide the City with written notice of and the City's consent shall not be required in connection with the granting of any mortgage to finance or refinance the purchase of the land or parcels comprising the Property or payment of costs of the Project; and; (ii) the City's consent shall not be required in connection with any conveyance pursuant to or following any foreclosure (or acceptance of deed in lieu of foreclosure) of such mortgage.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
 3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide City the exclusive right, for a period not to exceed one (1) year from the determination of incompleteness of the Project to purchase an undeveloped or underdeveloped portion of the Property. For clarity, the City's exclusive right to purchase the Property due to Developer's inability to complete the Project shall only be effective if Developer has failed to complete the Project on or before December 31, 2027. The purchase price shall be equivalent to the purchase price paid for the Property under this Agreement. This Right of First Refusal shall run with the land and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the aggregate assessed Property value meets or exceeds the Minimum Assessed Value. For clarity, this right of first refusal and Developer's prohibition against encumbering the Property shall not apply

if Developer for the purpose of obtaining financing or refinancing any loan(s) which require a mortgage to encumber the Property.

P. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

Q. Environmental.

- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or any other obligation of Developer to the City regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
- 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City Property.
- R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as an additional insured party:
 - 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
 - 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City.
 - 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Sections IV. R. 1. to IV. R. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

S. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a Party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's

indemnification obligations to the City unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to Developer, then counsel for the City, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. Developer shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

The City's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City.
- D. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VII. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize City to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of City shall have been provided to Developer.
- C. City Obligations. The City ensuring that each of the following have been completed prior to the execution of this Agreement: (i) the City Council shall have approved this Agreement; and (ii) the City shall have created and approved the ALTA Survey Map for the Project;

VIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- A. Developer represents and warrants to the City as follows:
1. No Material Change in Documents. All contract documents and agreements have been furnished to the City, as the case may be, and are true and correct and there has been no material change in any of the same.
 2. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the Parties began negotiation to enter into this Agreement.
 3. Compliance with Zoning. The Property, subject to the conditional use permit, now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
 4. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
 5. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
 6. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
 7. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

8. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
10. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
11. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
12. Fees or Commissions. Neither the City shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
13. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

B. City represents and warrants to Developer as follows:

1. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by the City hereunder have been duly authorized by all necessary action of the City and constitute valid and binding obligations of the City,
2. No Litigation. Neither the City nor RDA has received no written notice of any litigation or proceeding pending or threatened against or affecting City or the Property that would adversely affect the Project, the City] or the priority or enforceability of this Agreement, or the ability of the City to perform its obligations under this Agreement.
3. No Conflict. The execution, delivery, and performance of the obligations of the City pursuant to this Agreement will not violate or conflict with any material agreement by which the City is bound, nor will the execution, delivery, or performance of obligations of the City pursuant to this Agreement violate or conflict with any law applicable to the City.

IX. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure (unless otherwise agreed to in writing by the Parties);
 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Withholding of TIF Payment. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold annual TIF payments until the Event of Default is cured and, upon such cure, the TIF payments shall resume in full;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City at law or in equity;

6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City, or either of them, by virtue of the Event of Default.
 8. Termination. If all other reasonable courses of action and remedies available to the City have been exercised and no timely resolution is obtained, the City may terminate this Agreement without further notice to Developer.
- C. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City to perform their obligations under this Agreement, but only after providing the City notice of such default and a failure by the City to commence attempts to cure such default within the thirty (30)-day notice period. If the City, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure (such cure period not to exceed ninety (90) days), unless otherwise agreed to in writing by the Parties, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the Parties shall be liable to any other Party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other Party.

X. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default as specifically set forth in Section IX. B. 8., above; or
 5. The Parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2042.

- C. Survival of Certain Provisions. III.B.2.d., III. D., V. E., V. I., V. J., V.O.2, V.P., V. Q. 2., V. S., VI. A., VI. B., VI. C., VI. D., VI. E., VII. A., VII. B., VII. C., VIII. A., VIII. B, IX. A, IX. B., IX. C., IX. D., IX. E., IX. F., XI. B., XI. C., XI. G., XI. J., XI. M., XI. O., XI. P., and XI. R. shall survive the termination of this Agreement.

XI. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any Party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are Parties to this Agreement. No official or employee of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City is not a partner or joint venturer with Developer in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third-party beneficiaries of this Agreement.
- G. Force Majeure. No Party shall be responsible to any other Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the Party whose performance was interfered with, and which exercise of reasonable diligence, such Party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the Parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to June 1, 2025, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the Party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the Party or person intended as follows:

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jeffreys@greenbaywi.gov facsimile: 920-448-3010
To the Developer /: WE Hoban	Hoban Real Estate, LLC W.E. Hoban Company Attn: William M. Hoban 1341 State Street Green Bay, WI 54304 e-mail: bhoban@chforging.com
With a copy to:	Law Firm of Conway, Olejniczak & Jerry, S.C. Attn: Attorney James M. Ledvina 231 South Adams Street Green Bay, WI 54301 e-mail: jml@lcojlaw.com facsimile: 920-437-2868

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this Section.

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the Parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Due Authority. Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City as of the day and year first written above.

By: William M. Hoban, its President

[illegible]

* _____
 Notary Public, _____ County, Wisconsin
 My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, W.E. HOBAN COMPANY AND HOBAN REAL ESTATE, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above-named Eric Genrich and Celestine Jeffreys, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, W.E. HOBAN COMPANY AND HOBAN REAL ESTATE, LLC

**WE HOBAN
W.E HOBAN COMPANY**

By: _____
William M. Hoban, its President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above-named William M. Hoban on behalf of W.E. Hoban Company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

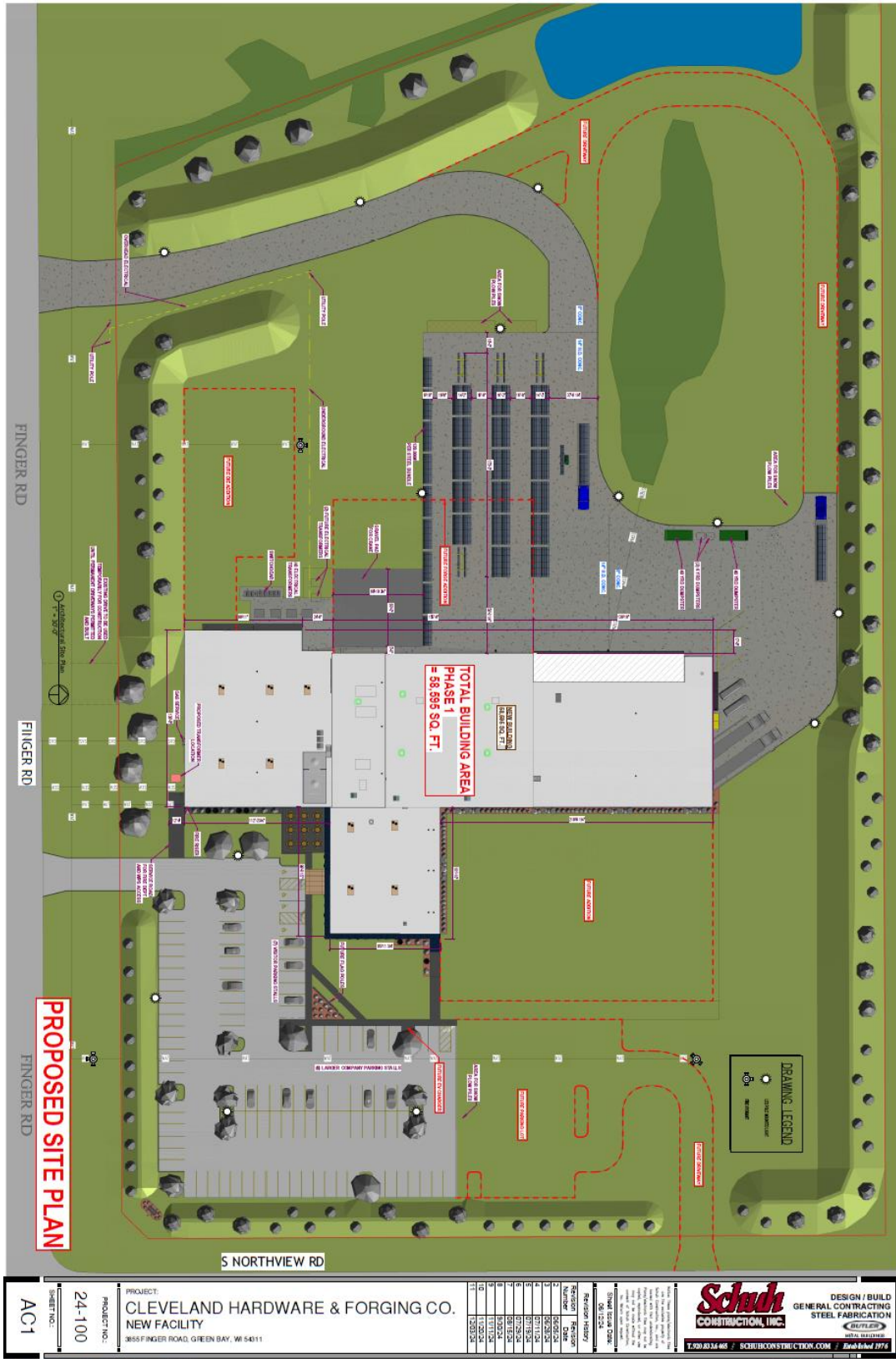
EXHIBIT B
Legal Description

Lot Two (2) of Certified Survey Maps No. 9499, Document No. 3012277, being part of Southeast Quarter of the Southeast Quarter (SE 1/4 of the SE 1/4), of Section One (1), Township Twenty-three (23) North, Range Twenty-one (21) East, City of Green Bay, Brown County, Wisconsin.

Property Address: 3855 Finger Road, Green Bay, WI 54311

Tax Key No: 21-24

EXHIBIT C Concept Plan



ARCHITECTURAL CIVIL PLAN

Exhibit D
Planning Option

[See Attached]



City of Green Bay
Department of Community and Economic Development

EXHIBIT D

PLANNING OPTION AGREEMENT

1341 SOUTH STATE STREET

PARCEL I-137

This Planning Option Agreement (the “Agreement”) is made this _____ day of _____, 2025, by and between THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), and W. E. HOBAN COMPANY F/K/A CLEVELAND HARDWARE AND FORGING COMPANY, a Wisconsin corporation (“W.E. Hoban”).

RECITALS

A. W.E. Hoban owns real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres
I-137	1341 South Street. Green Bay, Wisconsin	11.676

B. The parcels listed above shall be referred to as the “Property.” The Property comprises approximately 11.676 acres of land. A legal description of the Property is herein attached as EXHIBIT A.

C. City has requested a Planning Option to allow time to complete all due diligence necessary to determine the City’s physical and financial feasibility of purchasing the Property, which may include environmental assessments (including but not limited to Phase 1 and Phase 2 studies) as well as securing financing.

D. W.E. Homan desires to negotiate the sale of the Property with the City.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree, and state as follows:

A. W.E. Hoban hereby grants to City an exclusive Planning Option for the Property for a term commencing as of the date set forth above and expiring on May 5, 2025 (the “Planning Option Term”). The Planning Option is required in order for the City to complete all of its due diligence necessary to determine the physical and financial feasibility of purchasing the Property. The Planning Option Term may be extended by mutual written agreement of the parties.

- B. To secure the Planning Option as set forth in this Agreement, City shall pay W.E. Hoban a payment in the amount of one dollar (\$1.00).
- C. W.E. Hoban, during the Planning Option Term or any extension thereof, shall pledge that the Property shall not be conveyed to any other legal entity and hereby agrees to grant to the City exclusive negotiating rights for the purchase of the Property during the Planning Option Term or any extension thereof.
- D. W.E. Hoban hereby grants to City full access to the site for purposes of completing due diligence including, but not limited to, soil testing, engineering analysis, inspection and other needs for ingress and egress upon the land. City shall return the Property to the condition it was in prior to the City's tests.
- E. W.E. Hoban shall make available all known environmental reports and activity upon the Property. By entering into this Agreement, the City in no way assumes any responsibility or liability for site remediation.
- F. During the Planning Option Term and upon determination of the feasibility of the Property acquisition, the parties shall work in good faith to negotiate and execute a Purchase and Sale Agreement, and any other associated documentation, that shall provide for the acquisition of the Property by the City. Such Purchase and Sale Agreement is subject to the approval of the City of Green Bay Common Council and or the Green Bay Redevelopment Authority.
- G. If the parties agree upon and execute a Purchase and Sale Agreement for the Property prior to the expiration of the Planning Option Term, W.E. Hoban shall convey the Property to the City in accordance with the terms and conditions of the Purchase and Sale Agreement, and any associated documentation.
- H. If a Purchase and Sale Agreement is not agreed to by the parties prior to the expiration of the Planning Option Term, and no extension has been agreed to by the parties, this Agreement shall terminate and neither party shall have any further obligations or liability to the other party.
- I. The parties shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Purchase and Sale Agreement, and any sale associated with this Agreement.
- J. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of W.E. Hoban and City as of the day and year first written above.

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2025 the above named Eric Genrich, Mayor and Celestine Jeffreys, Clerk, for the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of W.E. Hoban and City as of the day and year first written above.

W.E. HOBAN COMPANY

By: _____
William M. Hoban, its President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2025, the above named William M. Hoban, President of W.E. Hoban Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A

Legal Description

That part of Private Claims 7 and 8, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the intersection of the East line of State Street and its intersection with the center line of Ninth Street, being the Southwest corner of that certain tract of land described in a deed from Green Bay Box & Lumber Company to Wm. J. Hess, as recorded in the office of the Register of Deeds in and for Brown County, Wisconsin on November 1, 1911 in Volume 122 of Deeds, on Page 148; thence running Easterly along the South boundary line of said tract, being the South line of Private Claim No. 8, West side of Fox River, 158.3 feet; thence running Northerly at right angles to said last named line 360 feet; thence running Westerly parallel to said Southerly line 158.3 feet to the East line of State Street; thence running Southerly along the East line of State Street 360 feet to the place of beginning;

AND

That part of Private Claims 7 and 8, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Private claims 7 and 8, West side of Fox River, bounded on the North by the South line of Eighth Street extended to the channel of the Fox River; on the East by the channel of the Fox River, on the South by the center line of Ninth Street extended to the channel of the Fox River and on the West by State Street, EXCEPTING THEREFROM that portion thereof described in Volume 338, Page 508 as Document No. 518646, and further EXCEPTING THEREFROM any portion thereof used and/or previously conveyed for road purposes.

Tax Parcel No. 1-1371

Commonly known as 1341 State Street, Green Bay, WI



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 25, 2025

PREPARED BY

AGENDA ITEM # F.2

Current federal grants and loan programs awarded to the City by Department; federal funds total \$49,129,422.27. The list includes direct and pass through federal grants and loan programs, as well as awards with federal oversight.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FederalGrants.Finance

CITY OF GREEN BAY CURRENT FEDERAL GRANTS AND LOANS AWARDED

Name	Department	Amount	
2023 Justice Assistance (Jag) Grant	PD	\$53,667.00	
2024 Justice Assistance	PD	\$49,368.00	
2023 COPS	PD	\$250,000.00	
2024 COPS	PD	\$200,000.00	
2021 Port Security	PD	\$83,190.00	
			\$636,225.00
Pipeline and Haz Mat Safety	FD	\$429,891.00	
Assistance to Firefighters	FD	\$31,375.00	
Assistance to Firefighters	FD	\$755,900.00	
			\$1,217,166.00
Safe Drinking Water Loan	Water	\$450,000.00	
			\$450,000.00
FTA Grants (3)	Transit	\$5,130,682.00	
CARES	Transit	\$3,150,000.00	
STGB	Transit	\$55,522.00	
STGB	Transit	\$1,300,000.00	
Op and Cap Assist (Multiple)	Transit	\$4,500,000.00	
			\$14,136,204.00
Energy Efficiency and Conservation Block Grant	DPW	\$159,610.00	
National Fish & Wildlife Foundation	DPW	\$741,187.00	
Wis Coast Mgmt Program	DPW	\$39,000.00	
Country Club Road	DPW	\$4,047,552.00	
Manitowoc Road Sidewalk	DPW	\$812,626.00	
Mather Street-4897-02-79/80	DPW	\$4,120,471.00	
			\$9,920,446.00
Neighborhood Investment Fund (JBS)	Parks	\$5,000,000.00	
NRDA Bay Beach Fishing Pier	Parks	\$200,000.00	
WI Coastal Mgmt Woods Greenway	Parks	\$35,500.00	
GLRI Joliet Park	Parks	\$275,000.00	
GLRI Bay Beach Shoreline	Parks	\$2,400,000.00	
GLRI Bay Beach Wildlife	Parks	\$500,000.00	
AmeriCorps	Parks	\$367,040.00	
AmeriCorps	Parks	\$60,520.00	
USFS GLRI Tree Planting	Parks	\$92,000.00	
			\$8,930,060.00
HOME-Affordable Housing	CED	\$1,518,941.30	
HOME-CHDO	CED	\$434,784.00	
HOME-ARP Affordable Housing	CED	\$1,000,000.00	
CDBG-RLF	CED	\$40,607.57	
CDBG-Façade	CED	\$90,000.00	
EPA-RLF	CED	\$800,000.00	
EPA Cleanup (Badger)	CED	\$1,000,000.00	
EPA Assessment	CED	\$500,000.00	
Safe Street for ALL (DOT)	CED	\$916,000.00	
Outdoor Recreation Legacy (WDNR)	CED	\$5,000,000.00	
HOME-ARP Supportive Services	CED	\$881,229.91	
HOME- HILP	CED	\$272,016.68	
HOME- DPCC	CED	\$50,000.00	
HOME - Admin	CED	\$165,660.33	
CDBG- HILP	CED	\$141,246.14	
CDBG-Beautification	CED	\$87,559.87	
CDBG-Infrastructure	CED	\$252,383.35	
CDBG- Public Service	CED	\$347,590.16	
CDBG - Fair Housing	CED	\$30,335.00	
CDBG CARES-Rental/Mortgage Assist	CED	\$36,414.78	
CDBG - Admin	CED	\$174,851.18	
GBHA Properties LLC - Monthly Rents	CED	\$99,701.00	
			\$13,839,321.27
	Total	\$49,129,422.27	

Note: This list includes direct and pass through federal grants and loan programs, as well as awards with federal oversight.