AGENDA OF THE FINANCE COMMITTEE

TUESDAY, MAY 13, 2025, 4:30 PM
In person at City Hall, Room 207.
Virtual attendance is also available via Zoom.
Immediately following the Personnel Committee Meeting

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:
   https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJ1RFpOUHVubTdXOHZYZz09

   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.

1. Members: Ald. Jennifer Grant, Ald. Brian Johnson, Ald. Bill Galvin, Ald. Kathy Hinkfuss

C. Approval of the Agenda.

1. Approval of the Finance Committee agenda for the Tuesday, May 13, 2025 meeting.

D. Approval of Minutes.

1. Approval of the Finance Committee minutes from the April 29, 2025, meeting.

E. Regular Business.

1. Consideration with possible action on a request by Alders Brian Johnson, Alyssa Proffitt, and Bill Mogan regarding the consideration and possible action to authorize a grant of $500,000 for the New Community Shelter capital campaign project to expand transitional housing capacity, and $300,000 for the JBS urban farm barn project to match a grant award submitted by Wello. Funding source: $750,000 from ARPA allocation for site acquisition for affordable housing and $50,000 from ARPA interest.

2. Consideration with possible action on a resolution authorizing and providing for the sale and issuance of up to $117,500 taxable general obligation promissory notes, Series 2025C, and all related details for safe drinking water loan program match on behalf of the Water Utility.

3. Consideration with possible action regarding a budget amendment resolution request from the Department of Public Works (DPW) to reallocate salary savings from unfilled positions to purchase the Cyvl Infrastructure Mapping system for the amount of $70,000.00.

4. Consideration with possible action to approve the award of the official newspaper for the City of Green Bay to The Press Times for the period from 6/1/2025 to 5/31/2026.

5. Consideration with possible action regarding a 2025 budget amendment resolution for unbudgeted overtime for special events.

F. Informational.

1. 2025 Contingency Account: $25,000.

2. The next Finance Committee meeting will be held on June 3, 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	PREPARED BY
May 13, 2025	

AGENDA ITEM # E.1

Consideration with possible action on a request by Alders Brian Johnson, Alyssa Proffitt, and Bill Mogan regarding the consideration and possible action to authorize a grant of $500,000 for the New Community Shelter capital campaign project to expand transitional housing capacity, and $300,000 for the JBS urban farm barn project to match a grant award submitted by Wello. Funding source: $750,000 from ARPA allocation for site acquisition for affordable housing and $50,000 from ARPA interest.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2925-04-28 Dist 8 to Finance
2. Wello_Finance Committee Meeting_May 2025

Print

Alders' Petitions and Communications - Submission #84182

Date Submitted: 4/24/2025

Name*

Brian Johnson

Select your name from the list.

Committee Name*

Finance Committee

Select the committee, board, or commission that your communication or petition is for.

Text of Communication*

A request by Alders Brian Johnson, Alyssa Proffitt, and Bill Mogan: For consideration and possible action to authorize a grant of $500,000 for the New Community Shelter capital campaign project to expand transitional housing capacity, and $300,000 for the JBS urban farm barn project to match a grant award submitted by Wello. Funding source: $750,000 from ARPA allocation for site acquisition for affordable housing and $50,000 from ARPA interest.

wello

Date: 5/06/2025
Committee: Finance Committee, City of Green Bay
Subject: Approval of City Cash Match Commitment for RFSI Grant

Requested Action: Approve and authorize the allocation of a $309,000 city cash match in support of the secured Resilient Food Systems Infrastructure (RFSI) grant with funds supporting equipment and project management of the City's JBS Redevelopment Urban Barn.

Background: Wello, in partnership with the City of Green Bay, has been awarded a $316,255.60 Resilient Food Systems Infrastructure (RFSI) federal grant. In order to accept the grant, the city committed a $309,000 cash match. The approval of this grant is contingent upon the city's contractual commitment in 2024 of a cash match dedicated to constructing the JBS Urban Barn. The grant unlocks over $155,000 in essential equipment for the facility to spur local economic development and secures two additional years of professional project management. No supplemental financial commitment from the city is required for equipment or operational start-up costs. Federal grant conditions impose a strict deadline for committing and expending the awarded funds (January 2025 - December 2027). Immediate action is necessary to preserve the full value of the grant and advance this strategic public-private partnership.

Wello has already fulfilled its scope of work commitment to mobilize resources to activate the JBS farmland in addition to the RFSI grant. This includes two $10,000 grants, one from the Dr. Scholl Foundation and one from Kubota, earmarked for JBS land activation ($20,000 total). Throughout the duration of the contract, Wello has also invested over $500,000 to build farming capacity, train farmers with culturally relevant programming, and prepare them for business development.

This is more than a project or business—it's a bold model for inclusive economic development done in close community partnership. This investment will catalyze regional food system transformation while restoring opportunity and visibility to one of Green Bay's most resilient, yet historically underserved communities.

Your support will go to great lengths—building not just a facility, but a thriving future.

Prepared by:

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Tara Yang
Management Consultant, Wello
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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
May 13, 2025	

AGENDA ITEM # E.2

Consideration with possible action on a resolution authorizing and providing for the sale and issuance of up to $117,500 taxable general obligation promissory notes, Series 2025C, and all related details for safe drinking water loan program match on behalf of the Water Utility.

BACKGROUND

The Water Utility has been applying and been awarded several grants/loans through the DNR for replacing private – side lead service lines over the past few years. In the past we have received 100 percent principal forgiveness, thus not costing the utility or the homeowners anything. We have currently replaced 976 private services.

The funding from the DNR for this fiscal cycle is only 75 percent principal forgiveness and 25 percent a safe drinking water loan program (SDWLP). The PSC recently held that under current law, a private financial assistance program funded with SDWLP dollars is a municipal program, and a water utility may not administer a municipal program and recover its costs of doing so in rates. Since this program is considered a municipal program which, under current law, cannot be awarded to a water utility, the loan needs to be taken out by the City. A water utility can administer the program and exclude the costs from future rates. The utility plans on using non-rate payer funds to pay the 25 percent safe drinking water loan.

There are approximately 90 private service lines that still need to be replaced. We are asking that the City accept this funding of 75 percent principal forgiveness and issue the safe drinking water loan for the remaining 25 percent ($117,500). Water Utility will be responsible for paying the loan.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Green Bay SDWLP 2025C Taxable G.O. Notes - Award Resolution (LSL)
2. Green Bay SDWLP 2025C Taxable G.O. Notes - Table of Contents
3. Green Bay SDWLP 2025C Taxable G.O. Notes - Excerpts of Minutes
4. Green Bay SDWLP 2025C Taxable G.O. Notes - Certificate of Compliance with Open Meeting Law
5. Green Bay SDWLP 2025C Taxable G.O. Notes - Note R-1
6. Green Bay SDWLP 2025C Taxable G.O. Notes - Closing Certificate
7. Green Bay SDWLP 2025C Taxable G.O. Notes - Bond Counsel Opinion
8. Green Bay City LSL #5331-32 Loan Review 4.17.2025
9. Green Bay LSL 5331-32 DRAFT Financial Assistance Agreement

A Resolution Authorizing and Providing for the Sale and Issuance of up to $117,500 Taxable General Obligation Promissory Notes, Series 2025C, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. Certain improvements to the Issuer's water system (the "**System**") are necessary to meet the needs of the communities served by the System and the residents thereof, consisting of replacing an estimated 90 private side galvanized service lines in census tracts 1, 2, 4.01, 4.02, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17.01, 17.02, 3.03, and 20.01 in Brown County, consisting only of private side replacements, which galvanized service lines were previously downstream of lead or lead components (collectively, the "**Project**").

2. The Project has been assigned Safe Drinking Water Loan Program Project No. 5331-32 by the State of Wisconsin Department of Natural Resources (the "**Department of Natural Resources**").

3. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing Taxable General Obligation Promissory Notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the $117,500 City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025C authorized by this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 12.

"**Financial Assistance Agreement**" means the Financial Assistance Agreement, dated as of the Original Issue Date, by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration, pursuant to which the

Obligations are to be issued and sold to the State, in substantially the form accompanying this resolution and incorporated herein by reference.

"**Fiscal Agent**" means the Treasurer or any successor appointed by the Issuer to act in the role of a fiscal agent pursuant to Section 67.10 (2) of the Wisconsin Statutes, which includes acting as authentication agent, paying agent, and registrar for the Obligations.

"**Governing Body**" means the Issuer's Common Council.

"**Issuer**" means the City of Green Bay, Wisconsin.

"**Municipal Officers**" means the Mayor and the Clerk of the Governing Body of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $117,500 City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025C, which will be issued pursuant to this resolution.

"**Original Issue Date**" means June 11, 2025.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Price**" means up to $117,500.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Clerk of the Issuer.

"**Register**" means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

(i) The name and address of the owner of each Obligation.

(ii) All transfers of each Obligation.

"**SDWLP**" means the State of Wisconsin Safe Drinking Water Loan Program.

"**State**" means the State of Wisconsin Department of Administration.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. <u>Exhibits</u>.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. <u>Purposes of Borrowing; Issuance of Obligations</u>.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, taxable general obligation promissory notes of the Issuer in the principal amount of up to $117,500. The Obligations will be issued pursuant to the provisions of the Financial Assistance Agreement and Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

Section 4. <u>Terms of Obligations</u>.

The Obligations will be named "City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2025C." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date to which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in denominations of $.01 or any multiple of $.01 up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date, or from the date principal evidenced by the Obligations was drawn by the Issuer (as described below), or from the most recent interest payment date to which interest has been paid. Interest will be due and payable on each May 1 and November 1 until the principal of the Obligations has been paid, beginning on November 1, 2025. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Obligations will mature on May 1, 2035 and will bear interest at the rate of 0.25%.

The principal evidenced by the Obligations may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement. The principal of the Obligations so drawn is payable in annual installments on each May 1, beginning on May 1, 2027, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to <u>Exhibit A</u>. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

Section 6. Redemption.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the SDWLP.

Section 7. Manner of Payment/Transfers/Redemption Notices.

Payment. On each principal payment date (whether at maturity, installment payment date, or redemption date) and on each interest payment date, the Fiscal Agent will pay the principal of, and interest on, each Obligation by electronic funds transfer or by check as directed by the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date, and if by check, sent by overnight delivery service to such registered owner.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

Notice of Redemption. So long as the SDWLP is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

Section 8. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

Section 9. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the Original Issue Date. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Commission Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 10. Sale of Obligations; Financial Assistance Agreement.

The Issuer awards the sale of the Obligations to the SDWLP at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Financial Assistance Agreement presented by the SDWLP to purchase the Obligations and agrees to perform all obligations of the Issuer set forth therein. The Municipal Officers are directed to (i) sign the Financial Assistance Agreement in the Issuer's name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a closing of the sale. The Purchase Price for the Obligations shall be paid upon request therefor as provided in the Financial Assistance Agreement.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the SDWLP upon payment by the SDWLP of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the SDWLP, the sale of the Obligations is conditioned upon the Issuer furnishing the following items to the SDWLP:

(i) The Obligations, together with the written, unqualified approving opinions of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

Section 11. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on the principal installment payment dates and at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. Assuming the entire principal amount of the Obligations is drawn, the tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year
2025	$ 293.76
2026	13,203.14
2027	13,203.10
2028	13,203.05
2029	13,203.01
2030	13,202.97
2031	13,202.94
2032	13,202.89
2033	13,202.85
2034	13,202.81

Taking into account any accrued interest received on the date of delivery of the Obligations that has been deposited into the Debt Service Fund as provided in Section 12 hereof, the Issuer hereby appropriates from its tax levy made in the year 2024 an amount sufficient to pay the remaining amount, if any, needed for the interest payment coming due on the Obligations on November 1, 2025. As a result of the foregoing, the Issuer does not need to levy a tax for the interest payment on the Obligations to be made on November 1, 2025.

Section 12. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the SDWLP in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources. Money in the Debt Service Fund Account may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes.

Section 13. Borrowed Money Fund.

In accordance with Section 67.10(3) of the Wisconsin Statutes, the sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. Money in the Borrowed Money Fund may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes; *provided, however*, that pursuant to the terms of the Financial Assistance Agreement, money in the Borrowed Money Fund must be disbursed within three business days after the Original Issue Date or the date of receipt by the Issuer of any draws of principal on the Obligations, and must not be invested in an interest bearing account.

Section 14. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Financial Assistant Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 15. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the SDWLP and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 16. Amendments.

This resolution may (i) be amended from time to time without the written consent of the SDWLP, to cure any ambiguity, administrative conflicts, formal defect, or omission or procedural inconsistency of this resolution, and (ii) be amended from time to time with the written consent of the SDWLP, to modify any terms of the Obligations deemed necessary or advisable by the Issuer or the SDWLP.

In the event the SDWLP sells all or a portion of the Obligations, written consent referred to in (ii) above shall be required by the owners of not less than two-thirds of the principal amount then outstanding of the Obligations.

Section 17. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 18. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 19. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 20. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

[Signature Page Follows]

Adopted: May 20, 2025

Approved: May ___, 2025

____
Eric Genrich
Mayor

____
Celestine Jeffreys
Clerk

EXHIBIT A

FORM OF OBLIGATION

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-1 | Registered
$117,500

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025C

Interest Rate	Maturity Date	Original Issue Date	CUSIP
0.25%	May 1, 2035	June 11, 2025	None

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

PRINCIPAL AMOUNT: ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2025. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $117,500, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on May 20, 2025, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of up to $117,500 Taxable General Obligation Promissory Notes, Series 2025C, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution). The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2027, in the amounts set forth in the repayment schedule attached as Exhibit B to the

Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the "**State**") assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the "**Fiscal Agent**"), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check as directed by the person or entity in whose name this Obligation is registered on the register (hereinafter called the "**Register**") maintained by the Fiscal Agent at the end of the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the "**Record Date**"), and if by check, sent by overnight delivery service to such registered owner.

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemptions. If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

Notice of Redemption. So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

CITY OF GREEN BAY, WISCONSIN

By: ___________________________________

Eric Genrich
Mayor

[SEAL]

And: __________________________________

Celestine Jeffreys
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: June 11, 2025

This Obligation is one of the Obligations described in the Resolution.

By: ____________________________________

Treasurer, as Fiscal Agent

SCHEDULE 1

RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS

$117,500
City of Green Bay, Wisconsin
Taxable General Obligation Promissory Notes, Series 2025C

Amount of Principal Drawn	Draw Date	Amount of Principal Repaid	Principal Outstanding After Repayment
$__________	__________	$__________	$__________

SCHEDULE 2

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2027	$12,925.54
May 1, 2028	12,957.86
May 1, 2029	12,990.25
May 1, 2030	13,022.73
May 1, 2031	13,055.28
May 1, 2032	13,087.92
May 1, 2033	13,120.64
May 1, 2034	13,153.45
May 1, 2035	13,186.33

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

____

____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint ____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed

____

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

____

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS
RESIDING IN THE
CITY OF GREEN BAY, WISCONSIN
RELATING TO NOTE SALE

On May 20, 2025, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the "Issuer") authorized the borrowing of money and authorized certain Issuer officials to enter into a contract to sell taxable general obligation promissory notes in the principal amount of up to $117,500. The closing of the note financing was held on June 11, 2025, the date of the contract for the sale of said notes. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Clerk of the District, at 100 North Jefferson Street, Green Bay, Wisconsin 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77(2) of the Wisconsin Statutes, which states that (i) an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice, and (ii) the notice may not be published until after the issuer has entered into a contract for sale of the bond or other financing.

Publication Date: June ___, 2025

/s/ Celestine Jeffreys
Clerk

$117,500
CITY OF GREEN BAY, WISCONSIN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025C
DATED JUNE 11, 2025
(SAFE DRINKING WATER LOAN PROGRAM #5331-32)

TABLE OF CONTENTS

**EXCERPTS OF MINUTES OF A MEETING
OF THE COMMON COUNCIL OF THE
CITY OF GREEN BAY, WISCONSIN**

A regular meeting of the Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin, was duly called, noticed, held and conducted in the manner required by the Governing Body and the pertinent Wisconsin Statutes on May 20, 2025. The Mayor called the meeting to order at approximately ______ p.m.

The following members of the Governing Body were present:

Alders [Grant, Hutchison, Morgan, Galvin, Stevens, Prestley, Proffitt, Wery, Johnson, Delie, Eck, Hinkfuss]

The following member[s] of the Governing Body [was][were] absent:

[Alder ________________] [None]

(Here occurred business not pertinent to the debt issue.)

The following resolution was then moved by Alder ________________ and seconded by Alder ______________:

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE SALE AND ISSUANCE OF UP TO $117,500 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025C, AND ALL RELATED DETAILS

(The above-described resolution as adopted, to which these excerpts are attached, is incorporated herein by reference.)

Upon the vote being taken, the following voted:

Aye: Alders [Grant, Hutchison, Morgan, Galvin, Stevens, Prestley, Proffitt, Wery, Johnson, Delie, Eck, Hinkfuss]

Nay: [None] [Alder _____________]

Abstaining: [None] [Alder _____________]

and the resolution was declared adopted.

(Here occurred business not pertinent to the debt issue.)

Upon motion made and seconded, the Governing Body adjourned.

* * * * * * * * * * * * * * * * * * * *

CERTIFICATION OF MINUTES EXCERPT

I, Celestine Jeffreys, am the duly qualified Clerk of the City of Green Bay, Wisconsin.

I hereby certify that the foregoing is a true and correct excerpt of the official minutes of the meeting of the Governing Body held on May 20, 2025 with respect to the Governing Body's action to authorize the sale and issuance of up to $117,500 Taxable General Obligation Promissory Notes, Series 2025C.

I further certify that the attached is a true and correct copy of the resolution adopted by the Governing Body at such meeting.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity as of June 11, 2025.

____
Name: Celestine Jeffreys
Title: City Clerk

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS

I, Celestine Jeffreys, Clerk of the City of Green Bay, Wisconsin (the "**City**") hereby certify that:

1. **Meeting Date**. On May 20, 2025, a regular meeting was held commencing at approximately _________ p.m. at City of Green Bay, 100 North Jefferson Street, Green Bay, Wisconsin.

2. **Posting**. On May ____, 2025, at approximately ________ a.m./p.m., I posted or caused to be posted a notice setting forth the time, date, place, and subject matter (including specific reference to the borrowing) of said meeting in the following public places (attach an extra sheet if necessary):

City Hall (City public posting locations),
100 North Jefferson Street, Green Bay, Wisconsin 54301

City's website at https://www.greenbaywi.gov/129/Meetings-Agendas-Minutes

3. **Notification of Media**. On May ____, 2025, at approximately ______ a.m./p.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the District or, if none exists, to a news medium likely to give notice in the area.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Common Council which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

[Seal]

By:_________________________________
Name: Celestine Jeffreys
Title: Clerk

Attest:_______________________________
Name: Eric Genrich
Title: Mayor

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-1 Registered
$117,500

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025C

Interest Rate	Maturity Date	Original Issue Date	CUSIP
0.25%	May 1, 2035	June 11, 2025	None

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

PRINCIPAL AMOUNT: ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2025. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $117,500, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on May 20, 2025, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of up to $117,500 Taxable General Obligation Promissory Notes, Series 2025C, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution). The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2027, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the "**State**") assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the "**Fiscal Agent**"), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check as directed by the person or entity in whose name this Obligation is registered on the register (hereinafter called the "**Register**") maintained by the Fiscal Agent at the end of the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the "**Record Date**"), and if by check, sent by overnight delivery service to such registered owner.

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemptions. If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

Notice of Redemption. So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

CITY OF GREEN BAY, WISCONSIN

By: ______________________________
Eric Genrich
Mayor

[SEAL]

And: ______________________________
Celestine Jeffreys
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: June 11, 2025

This Obligation is one of the Obligations described in the Resolution.

By: ______________________________
Treasurer, as Fiscal Agent

SCHEDULE 1

RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS

$117,500
City of Green Bay, Wisconsin
Taxable General Obligation Promissory Notes, Series 2025C

Amount of Principal Drawn	Draw Date	Amount of Principal Repaid	Principal Outstanding After Repayment
$		$	$

SCHEDULE 2

PRINCIPAL REPAYMENT SCHEDULE

Date	Principal Amount
May 1, 2027	$12,925.54
May 1, 2028	12,957.86
May 1, 2029	12,990.25
May 1, 2030	13,022.73
May 1, 2031	13,055.28
May 1, 2032	13,087.92
May 1, 2033	13,120.64
May 1, 2034	13,153.45
May 1, 2035	13,186.33

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

____

____
(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint ____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed

____

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

____

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

$117,500
CITY OF GREEN BAY, WISCONSIN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025C

CLOSING CERTIFICATE

I, Eric Genrich, the Mayor (the "**Highest Elected Official**"), and Celestine Jeffreys, the Clerk of the Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**"), hereby certify as follows:

1. We are, respectively, the duly qualified and acting Mayor and Clerk of the Issuer's Governing Body and have been on all dates pertinent to the authorization of the Issuer's $117,500 Taxable General Obligation Promissory Notes, Series 2025C (the "**Notes**").

2. We have executed and sealed the negotiable, fully-registered Notes. The Notes are issued in the aggregate principal amount of up to $117,500, are dated June 11, 2025, and are numbered from 1 upward. The Notes mature on May 1, 2035, have principal installment payments due on May 1 in each of the years 2027 through and including 2035, and bear interest at a rate of 0.25% per annum. We are duly authorized to execute the same.

3. Included in the Closing Transcript is a true and complete copy of a resolution entitled "A Resolution Authorizing and Providing for the Sale and Issuance of up to $117,500 Taxable General Obligation Promissory Notes, Series 2025C, and All Related Details" (the "**Resolution**"). The Resolution was duly adopted by the Governing Body on May 20, 2025. The Resolution has not been repealed, amended, or modified in any respect and remains in full force and effect on the date of this Certificate.

4. Each meeting of the Governing Body or any committee thereof at which the Resolution was taken up was held at the place and time and called and notified in the manner routinely established by the Governing Body or such committee and proceeded in accordance with a written agenda; was notified to the public and news media and conducted in full compliance with the "open meeting" laws of the State of Wisconsin, and particularly Subchapter V, Chapter 19, Wisconsin Statutes; was held in a public, accessible place in the Issuer, with doors open at all times to the public; no secret ballot was taken thereat; and no such meeting was commenced, subsequently convened in closed session and thereafter reconvened in open session, unless public notice of such subsequent open session was given at the same time and in the same manner as the public notice of the meeting convened prior to the closed session. All such meetings were fully lawful and in all respects in accordance with the rules of the Issuer. Each such meeting was a regular meeting, held at the place in the Issuer, on the date and at the time and notified in the manner routinely established by rule of the Governing Body.

5. A regular meeting of the Governing Body was held on May 20, 2025, at which a quorum was present in person throughout. At such meeting, the Resolution was introduced by one of the members of the Governing Body in accordance with routinely established procedures of the Governing Body (all members of the Governing Body having full copies thereof in advance and adequate time to read and examine prior to adoption, and no

member objecting); and, on motion duly made and seconded, duly adopted by the unanimous affirmative vote of the members present, upon an aye or no vote duly recorded in the minutes of the Governing Body.

6. Included in the Closing Transcript is a true and complete copy of the Certificate of Compliance with Open Meeting Law Public Notice Requirements with respect to the May 20, 2025 meeting of the Governing Body wherein the Governing Body adopted the Resolution, evidencing compliance with Subchapter V of Chapter 19, Wisconsin Statutes.

7. Included in the Closing Transcript is a true and complete copy of the part of the minutes of the May 20, 2025 meeting of the Governing Body wherein the Governing Body adopted the Resolution.

8. The Clerk of the Issuer's Governing Body has recorded a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in a separate record book as required by law. This record has been available for public inspection during normal business hours at the Clerk of the Issuer's office in the Issuer and no person was denied the right to inspect or duplicate it.

9. Included in the Closing Transcript is a true and complete copy of a "Certificate of Equalized Value," furnished by the state officer authorized by law so to certify, certifying that the aggregate, full, equalized value of all the taxable property in the Issuer, as last determined by the Wisconsin Department of Revenue pursuant to Sections 67.03 and 70.57, Wisconsin Statutes, is $10,834,009,900 an amount which, to the best of our knowledge, information, and belief, is correct.

10. The Closing Transcript will include a true and complete copy of a sworn affidavit from an authorized representative of the official newspaper of the Issuer of the notice regarding the sale and issuance of the Notes published, pursuant to Section 893.77(2) of the Wisconsin Statutes, after the date the Issuer entered into the Financial Assistance Agreement (as hereinafter defined). The Issuer has taken the necessary action prior to the date of this Certificate to cause such notice to be published.

11. Included in the Closing Transcript is a Specimen Note. The signature of Eric Genrich, the Highest Elected Official, and Celestine Jeffreys, the Clerk of the Issuer's Governing Body, are their respective true signatures, and the seal of the Issuer, if any, appearing on the Notes is an accurate impression or facsimile of the seal of the Issuer.

12. There are no rules or resolutions in effect which require any officer or official of the Issuer, other than the Highest Elected Official and the Clerk of the Issuer's Governing Body to execute notes of the Issuer.

13. Included in the Closing Transcript is a true and complete copy of the Financial Assistance Agreement relating to the Notes (the "**Financial Assistance Agreement**"). The Financial Assistance Agreement has not been amended or modified in any respect and remains in full force and effect today.

14. No petition has been filed with the Issuer as of the date hereof to protest the issuance of the Notes.

15. No litigation is pending or, to our knowledge, threatened (i) to restrain or enjoin in the issuance or delivery of any of the Notes, or (ii) in any way contesting or affecting the validity of the Notes or the Resolution.

16. There is no litigation pending or, to our knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Issuer or its sewerage system (the "**System**").

17. The Issuer is a duly organized and existing municipal corporation of the State of Wisconsin.

18. Neither the corporate existence nor the boundaries of the Issuer nor the title of its present or former officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Notes have been repealed, revoked, or rescinded.

19. Based on our knowledge, information, and belief, no part of the funds of the Issuer or the System derived from the issuance and sale of the Notes shall inure to the benefit of or be distributable to any official of the System or of the Issuer, except for the lawful payment or compensation for services rendered and its lawful reimbursement of expenses incurred, and no loans shall be made, and no property or services shall be purchased or sold, leased or otherwise disposed of, to any such official as a result of the use of such funds by the Issuer or by the System.

20. Based on our knowledge, information, and belief, no official of the System or of the Issuer has any private interest, direct or indirect, in any of the proceedings relating to the authorization, issuance and sale of the Notes.

21. The Issuer is able to pay all of its current operating expenses in the usual course as they come due without need for special or exceptional tax levies.

22. The total general obligation indebtedness of the Issuer on the date hereof, including the Notes (other than indebtedness for current operating expenses), is not more than $216,918,500 and does not exceed any general or special constitutional or statutory limitation thereon.

23. The Issuer has received an initial disbursement of Note proceeds from the State of Wisconsin Department of Administration on the date of this Certificate, representing a portion of the purchase price of the Notes as provided in the Resolution.

24. The Issuer is not in default on any borrowed money obligation.

[*Signature Page Follows*]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Issuer as of June 11, 2025.

CITY OF GREEN BAY, WISCONSIN

By: ___________________________________

Eric Genrich
Mayor

[SEAL]

And: __________________________________

Celestine Jeffreys
Clerk

FOLEY
FOLEY & LARDNER LLP

777 E WISCONSIN AVE
MADISON, WI 53202-5306
FOLEY.COM

June 11, 2025

City of Green Bay
100 North Jefferson Street
Green Bay, Wisconsin 54301

Re: $117,500
City of Green Bay, Wisconsin
Taxable General Obligation Promissory Notes, Series 2025C,
dated June 11, 2025
(Safe Drinking Water Loan Program Project #5331-32)

We have acted as Bond Counsel in connection with the authorization, issuance, and sale by the City of Green Bay, Wisconsin (the "**Issuer**") of the notes referenced above (the "**Notes**").

For the purpose of rendering this opinion we have examined:

(a) the Financial Assistance Agreement dated as of June 11, 2025 relating to the Notes (the "**Financial Assistance Agreement**") by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration;

(b) the Issuer's Resolution Authorizing and Providing for the Sale and Issuance of up to $117,500 Taxable General Obligation Promissory Notes, Series 2025C, and All Related Details (the "**Resolution**");

(c) the form of Note issued pursuant to the Resolution; and

(d) such other documents, instruments, certificates, and opinions as we consider necessary in order to render this opinion.

In rendering this opinion, we have relied upon representations and certifications of the Issuer as to the use of the proceeds of the Notes and as to the Project (as described in the Financial Assistance Agreement) and with respect to other matters material to the validity of and tax-exempt status of the Notes, and have assumed that the Financial Assistance Agreement is a valid and binding obligation, enforceable in accordance with its terms, as to parties other than the Issuer.

Based upon and subject to the foregoing, assuming the authenticity of the documents, instruments, and certificates, the genuineness of the signatures thereon, and the accuracy of the facts stated therein, we are of the opinion that under current law:

1. The Issuer is a validly existing body corporate and politic and has the requisite power and authority under Chapter 67 of the Wisconsin Statutes, as amended, to adopt the Resolution, to perform the agreements on its part contained therein, to execute and deliver the Financial Assistance Agreement, and to issue the Notes.

2. The Notes have been duly authorized, executed, and delivered by the Issuer and sold to the State of Wisconsin Safe Drinking Water Loan Program.

3. The Financial Assistance Agreement and the Notes constitute legal, valid, and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms; however, enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionality applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

4. The Notes are valid and binding general obligations of the Issuer.

5. All taxable property in the territory of the Issuer is subject to *ad valorem* taxation without limitation as to rate or amount to pay the Notes. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes except to the extent the necessary funds have been irrevocably deposited into the debt service fund account established for the payment of the principal of and interest on the Notes.

We express no opinion regarding other federal tax consequences arising with respect to the Notes. In acting as Bond Counsel, we have established an attorney-client relationship only with the Issuer.

Very truly yours,

Safe Drinking Water Loan Program
DRAFT Certification Worksheet

Date of Analysis	4/17/2025
Municipality Name	City of Green Bay

Financial Review Notes as of 04/17/2025

1. General Obligation capacity appears sufficient for this debt service on this project.
2. The City of Green Bay provided a reimbursement resolution for this project.
3. City of Green Bay has a number of outstanding general obligation notes. The pledge for the new notes will be general obligation. New notes will be taxable.
4. Definition of Parity Obligations doesn't apply.
5. The City of Green Bay states that three customers generate more than five percent of system revenue (Proctor & Gamble at 6.65%, Green Bay Packaging at 5.97% and Village of Ashwaubenon at 12.07%).

Project Manager	Kate Leja-Brennan
DOA Contact	Rachel Liegel
Primary Project Number	5331-32
Additional Project	n/a
Additional Project	n/a
Substantial Completion Date	12/31/2026
Meeting Date	5/20/2025
Project was on funding list for State Fiscal Year	2025

Proposed SDW Loan Amount	117,500
Principal Forgiveness	352,500
Disadvantaged Status	Not disadvantaged
Assumed Interest Rate	0.250%
Number of SDW Loan Principal Payments	9

Only Complete Equalized Value GO Table if the New Loan Is a GO

2024 Equalized Value	$	10,834,009,900
2023 General Obligation Debt Limit	$	541,700,495
General Obligation Debt Outstanding		$215,805,999.00
General Obligation Debt Divided by Equalized Value w/o New Loan		2.0%
% of General Obligation Debt Limit Available w/o New Loan		60.2%
$ of General Obligation Debt Limit Available w/o New Loan	$	325,894,496
Share of New Loan that Is General Obligation		100.0%
General Obligation Debt Outstanding w/ New Loan	$	215,923,499
General Obligation Debt Divided by Equalized Value w/ New Loan		2.0%
% of General Obligation Debt Limit Available w/o New Loan		60.2%
$ of General Obligation Debt Limit Available w/o New Loan	$	325,776,996

Outstanding GO Debt			
GO Debt Balance as of 12/31/2024 Minus April 2025 Payment	$	145,345,999.00	
2024A	$	18,905,000.00	**April 1, 2025 Payment of $355,000
2024B	$	6,965,000.00	**April 1, 2025 Payment of $790,000
2025A	$	31,860,000.00	**April 1, 2026 First Payment
2025B	$	9,730,000.00	**April 1, 2029 First Payment
State Trust Fund	$	3,000,000.00	
Total	$	215,805,999.00	

DOA Capital Finance Office
This analysis is only as of the date indicated. This worksheet will be updated and may change as DOA reviews finances, ability to pay, etc.

City of Green Bay , Wisconsin **Exhibit B**

Project # 5331-32 Safe Drinking Water Loan Program

Loan Closing Date: ***June 11, 2025***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-25	0.00	0.250%	114.24	114.24	0.00	114.24
1-May-26	0.00	0.250%	146.88	146.88	261.12	0.00
1-Nov-26	0.00	0.250%	146.88	146.88	0.00	293.76
1-May-27	12,925.54	0.250%	146.88	13,072.42	13,219.30	0.00
1-Nov-27	0.00	0.250%	130.72	130.72	0.00	13,203.14
1-May-28	12,957.86	0.250%	130.72	13,088.58	13,219.30	0.00
1-Nov-28	0.00	0.250%	114.52	114.52	0.00	13,203.10
1-May-29	12,990.25	0.250%	114.52	13,104.77	13,219.29	0.00
1-Nov-29	0.00	0.250%	98.28	98.28	0.00	13,203.05
1-May-30	13,022.73	0.250%	98.28	13,121.01	13,219.29	0.00
1-Nov-30	0.00	0.250%	82.00	82.00	0.00	13,203.01
1-May-31	13,055.28	0.250%	82.00	13,137.28	13,219.28	0.00
1-Nov-31	0.00	0.250%	65.69	65.69	0.00	13,202.97
1-May-32	13,087.92	0.250%	65.69	13,153.61	13,219.30	0.00
1-Nov-32	0.00	0.250%	49.33	49.33	0.00	13,202.94
1-May-33	13,120.64	0.250%	49.33	13,169.97	13,219.30	0.00
1-Nov-33	0.00	0.250%	32.92	32.92	0.00	13,202.89
1-May-34	13,153.45	0.250%	32.92	13,186.37	13,219.29	0.00
1-Nov-34	0.00	0.250%	16.48	16.48	0.00	13,202.85
1-May-35	13,186.33	0.250%	16.48	13,202.81	13,219.29	13,202.81
Totals	117,500.00		1,734.76	119,234.76	119,234.76	119,234.76

Net Interest Rate	0.2500%
Bond Years	693.9004
Average Life	5.9055

The above schedule assumes full disbursement of the loan on the loan closing date.

17-Apr-25 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at http://eif.doa.wi.gov/. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at http://eif.doa.wi.gov/.

Available Report	Information Provided
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at http://eif.doa.wi.gov/siteDescr.htm.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

DRAFT

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 10/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE REPLACEMENT
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF GREEN BAY

$470,000 With up to $352,500 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of June 11, 2025

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 05231
Safe Drinking Water Loan Program Project No. 5331-32

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COVENANTS

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the “FAA”), dated June 11, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the “SDWLP”), by the Department of Natural Resources (the “DNR”) and the Department of Administration (the “DOA”), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Green Bay, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the “Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the “Loan”) pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality with respect to a general obligation of the Municipality, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality, when required, obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

“American Iron and Steel” means the requirements for using American iron and steel as mandated under EPA’s Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 28, 2024, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

“Build America, Buy America” means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

“FAA” means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

“Financial Assistance” means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

“Lead Service Line” or “LSL” means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead.

“Lead Service Line Replacement Program” means the subprogram of the SDWLP which provides funding from the Bipartisan Infrastructure Law for replacement of Lead Service Lines and is managed and administered by DNR and DOA.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, maintained by DOA, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

(a) amount of each disbursement,
(b) date of each disbursement,
(c) the series of Bonds from which each disbursement is made,
(d) principal amounts repaid, and
(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due; and

(e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript, in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Green Bay, a "local governmental unit” within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

“Principal Forgiveness” means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is $352,500.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

“Progress Payments” means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

“Project” means the project assigned SDWLP Project No. 5331-32 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s), if any, for the plans and specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality or the applicable private property owner, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

“Service Line” means the water service piping from the corporation stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

“Statute” means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion Date" means the end of the calendar year following the second construction season which is December 31, 2026.

“Supplemental Resolution” shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Municipality’s Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

“Water Rates” means a charge or system of charges levied on users of a water system for the user’s proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

“Water System” means all structures, conduits, and appurtenances of the Municipality by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

(a) Reserved.

(b) Pursuant to the Statute, the SDWLP has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Reserved.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP’s knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2025 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), (u), and (ee) covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

(1) conduct its business and own its properties,
(2) enter into this FAA,
(3) adopt the Municipal Obligation Resolution,
(4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
(5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $117,500 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued and legally-binding general obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and authorizing the execution and delivery of this FAA and the transactions contemplated hereunder and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own any public portion of the Project, carry on its activities relating thereto, undertake and complete or cause the property owner to undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) Reserved.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) Reserved.

(r) Reserved.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145 Wis. Stats.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the Wisconsin Fund construction grants program, the SDWLP, or the CWFP.

(v) Reserved.

(w) Reserved.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, the department of administration shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting the department, the department of administration may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If the department of administration collects amounts due, it shall remit those amounts to the fund to which they are due and notify the department of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) Reserved.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $470,000 with Principal Forgiveness of $352,500 for payment of Project Costs.

(dd) The Municipality acknowledges that they have final responsibility for assuring compliance with all federal requirements of the Lead Service Line Replacement Program whether the work is completed under a municipally-bid contract or completed utilizing a prequalified list of plumbers and contractors from which property owners contract directly.

(ee) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a Service Line that is still partially lead.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of $117,500. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of zero and 250/1000ths percent (0.250%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to $352,500; and second, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website http://eif.doa.wi.gov/start. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation The Municipality's obligation to pay annual debt service requirements on the Loan shall be secured by a general obligation evidenced by the issuance of taxable general obligation notes pursuant to ch. 67, Wis. Stats.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Loan and therefore the Municipal Obligations issued to secure the Loan shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on June 11, 2025. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the term of the Municipal Obligations shall be for no longer than ten (10) years from the date of this FAA and shall mature and be fully amortized not later than ten (10) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent, except that Municipal Obligations may be prepaid in their entirety after the project has been officially closed out by the DNR. Such prepayment must occur on a May 1 or a November 1.

(b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise agreed to by the State.

Section 3.05. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality or the applicable private property owner.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a

Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement to the Municipality beyond ninety-five percent (95%) of the total Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors, if applicable;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and

(5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

Section 3.06. <u>Remedies</u>

(a) If the Municipality or any agent thereof:

(1) is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water System directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations As security for the Municipal Obligations, the Municipality hereby pledges the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes (which is a dedicated source of revenue) in accordance with the terms of the Municipal Obligation Resolution and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund account for the Municipal Obligations; provided, however, that any such revenues of the Water System shall not be derived from rate-payer funds. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance When utilizing a municipally-bid contract, the Municipality agrees to maintain property and liability insurance for the Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Project.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) During construction of the Project, if a Lead Service Line is replaced that results in creation of a partial Lead Service Line due to the remaining portion of the Service Line also containing lead, or containing galvanized iron or galvanized steel that is or has been downstream of lead, the SDWLP shall not provide funding for the Lead Service Line replacement until the remaining side of the Service Line has also been replaced.

(c) Pitcher filters or point-of-use filtration that have been certified to NSF/ANSI 53 for the reduction of lead shall be provided from the start of replacement until at least six months following completion of the replacement. The Municipality shall attempt to replace a Service Line in its entirety within 45 days of the start of construction on the Lead Service Line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under any municipally-bid construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality or the applicable property owner shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation which will include, for each replacement:

(1) property address,

(2) property type (residential, school, daycare, commercial, other),

(3) original Service Line material,

(4) new Service Line material; and

(5) Service Line ownership (public, private, both).

(c) As applicable, the Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall:

(1) complete and deliver to DNR the documentation described in Section 4.04(b) above;

(2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit E of this FAA; and

(3) if the Project included work performed under a municipally-bid contract, prepare and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance, which shall be at the sole discretion of the State, depends on, among other things, the availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement thereof from the SDWLP, or bonds issued to fund Financial Assistance, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA or DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the plans and specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, and build the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Reserved

Section 5.03. Compliance with Law At all times during construction of the Project the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Reserved

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project records at all reasonable times, include provisions in any municipally-bid contracts permitting access during construction, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection When utilizing a municipally-bid contract, the Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with applicable building codes.

Section 5.09. Reserved

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Project; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations.

Section 5.16. Management When utilizing a municipally-bid contract, the Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to applicable building codes. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law

115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

(a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

(b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

(c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

(d) CITY OF GREEN BAY
631 SOUTH ADAMS STREET
GREEN BAY WI 54301

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

DRAFT

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF GREEN BAY

By:___________________________________
Eric Genrich
Mayor

Attest:__________________________________
Celestine Jeffreys
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By:___________________________________
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:___________________________________
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF GREEN BAY
SDWLP Project No. 5331-32

	SDWLP Total Award Amount for this Project
Force Account	0.00
Interim Financing	0.00
Preliminary Engineering	0.00
Land or Easement Acquisition	0.00
Engineering/Construction Mgmt.	0.00
Construction/Equipment	450,000.00
Contingency	0.00
Miscellaneous Costs	20,000.00
SDWLP Closing Costs	0.00
TOTAL	**$470,000.00**
Principal Forgiveness Amount *	**$352,500.00**
Net SDW Loan Amount	$117,500.00

* Principal Forgiveness provided for private side LSL replacements and filters at 75%.

City of Green Bay , Wisconsin **Exhibit B**

Project # 5331-32 Safe Drinking Water Loan Program

Loan Closing Date: ***June 11, 2025***

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-25	0.00	0.250%	114.24	114.24	0.00	114.24
1-May-26	0.00	0.250%	146.88	146.88	261.12	0.00
1-Nov-26	0.00	0.250%	146.88	146.88	0.00	293.76
1-May-27	12,925.54	0.250%	146.88	13,072.42	13,219.30	0.00
1-Nov-27	0.00	0.250%	130.72	130.72	0.00	13,203.14
1-May-28	12,957.86	0.250%	130.72	13,088.58	13,219.30	0.00
1-Nov-28	0.00	0.250%	114.52	114.52	0.00	13,203.10
1-May-29	12,990.25	0.250%	114.52	13,104.77	13,219.29	0.00
1-Nov-29	0.00	0.250%	98.28	98.28	0.00	13,203.05
1-May-30	13,022.73	0.250%	98.28	13,121.01	13,219.29	0.00
1-Nov-30	0.00	0.250%	82.00	82.00	0.00	13,203.01
1-May-31	13,055.28	0.250%	82.00	13,137.28	13,219.28	0.00
1-Nov-31	0.00	0.250%	65.69	65.69	0.00	13,202.97
1-May-32	13,087.92	0.250%	65.69	13,153.61	13,219.30	0.00
1-Nov-32	0.00	0.250%	49.33	49.33	0.00	13,202.94
1-May-33	13,120.64	0.250%	49.33	13,169.97	13,219.30	0.00
1-Nov-33	0.00	0.250%	32.92	32.92	0.00	13,202.89
1-May-34	13,153.45	0.250%	32.92	13,186.37	13,219.29	0.00
1-Nov-34	0.00	0.250%	16.48	16.48	0.00	13,202.85
1-May-35	13,186.33	0.250%	16.48	13,202.81	13,219.29	13,202.81
Totals	117,500.00		1,734.76	119,234.76	119,234.76	119,234.76

Net Interest Rate	0.2500%
Bond Years	693.9004
Average Life	5.9055

The above schedule assumes full disbursement of the loan on the loan closing date.

17-Apr-25 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at http://eif.doa.wi.gov/. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at http://eif.doa.wi.gov/.

Available Report	Information Provided
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at http://eif.doa.wi.gov/siteDescr.htm.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov. The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Green Bay (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5331-32 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5331-32 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: ________________________________ Dated as of: ____________________

[Name of Municipal Official or
Authorized Representative]
[Title]

Attest: ______________________________ Dated as of: ____________________

[Name of Clerk or Secretary]
[Title]

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality	Project Number
City of Green Bay	5331-32

Project Description
BIL SFY25 LSL Program

Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☐ No X

				Enter at Project Closeout	
DBE Firm	**Indicate DBE Type**	**Construction or Non-construction***	**Contract Estimate ($)**	**Actual Amount Paid to the DBE ($)**	**Certifying Agency or List**
SAMPLE: ABC Engineering, LLC.	*X MBE ☐ WBE ☐ Other*	*Non-construction*	*10,000*	*9,950*	*WisDOT*
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
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	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF GREEN BAY
SDWLP Project No. 5331-32

1. Project Description: The Municipality is utilizing a prequalified list of plumbers/contractors to replace an estimated 90 private side galvanized Service Lines in census tracts 1, 2, 4.01, 4.02, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17.01, 17.02, 3.03, and 20.01 in Brown County. The Project consists only of private side replacements as the public side had been replaced previously. All galvanized Service Lines were previously downstream of lead or lead components.

   Eligible replacements under this FAA consist of the replacement of Lead Service Lines from the corporation stop or the curb stop of a municipally-owned water main or Service Line to the meter, or other water utility service terminal on the served property.

   All LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized Service Lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

   If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a Service Line that is temporarily composed partially of lead, the water utility is required to provide the customer with filtration during the time between replacements. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Filters must also be supplied for six months following full LSL replacement. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement is recommended to be completed within 45 days of the initial replacement of a portion of the Lead Service Line but should be replaced within 90 days, unless the public side of the Lead Service Line was replaced prior to participation in the LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit H.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

   In general, costs that are ineligible for inclusion under this FAA include:

   - LSL replacements where either the public side or the private side contains lead and has not been replaced (partial replacements);
   - Watermain replacements, even if the watermain has lead joints;
   - Premise plumbing, which includes anything downstream of the normal connection point inside the home.

3. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of $20,000 is included in the Miscellaneous category for pitcher filters or point of use filtration.

4. DBE Good Faith Effort: The Municipality placed a Request for Qualifications (RFQ) in the Press-Gazette media in February of 2021 which met the Disadvantaged Business Enterprise (DBE) Solicitation requirements. Plumber/contractors are required to solicit for DBEs if they do any subcontracting.

5. Davis-Bacon Wage Rate Requirements: For projects where the property owner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply to all replacements unless:

- The plumber/contractor is a sole proprietor or a partnership where the owners perform all the work on the project (an owner must have at least 20% equity interest in the business and be actively involved in management); or
- The cost of the replacement is $2,000 or less.

It is the municipality's responsibility to verify plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

6. Build America, Buy America: This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.

7. Environmental Review: An Environmental Review was completed for this Project and resulted in a Categorical Exclusion with recommendations for Rusty Patched Bumble Bee Guidance. A construction site storm water permit may be required if the contiguous project area exceeds 1 acre. Some project areas are within 300 feet of waterways, therefore, erosion mitigation measures should be utilized as circumstances dictate.

8. Principal Forgiveness: The Municipality is eligible to receive Principal Forgiveness for 75% of eligible Private Project costs, up to $352,500. The SDWLP awards $352,500 in Private Principal Forgiveness for the Project through this FAA and will be disbursed at a rate of 75%. This Principal Forgiveness is solely for the purpose of reducing the cost borne by property owners for replacement of their Lead Service Line and filters.

9. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than $1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

10. Closeout Documentation: At Project completion the Municipality must submit to DNR the documentation described in section 4.04(b) of this FAA, which will include reporting for each replaced Service Line:
    1. property address,
    2. property type (residential, school, daycare, commercial, other),
    3. original Service Line material,
    4. new Service Line material; and,
    5. Service Line ownership (public, private, both)

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT H

BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

➢ Participants in the Lead Service Line Replacement Program are expected to follow these steps.

Lead Service Line Replacement Requirements under the Lead & Copper Rule Revisions (LCRR)

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s) served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
   - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
   - Provide information about the health effects of lead.
   - Provide information about actions consumers can take to minimize their exposure to lead in drinking water.
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s) with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to NSF/ANSI 53 for the reduction of lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
May 13, 2025	

AGENDA ITEM # E.3

Consideration with possible action regarding a budget amendment resolution request from the Department of Public Works (DPW) to reallocate salary savings from unfilled positions to purchase the Cyvl Infrastructure Mapping system for the amount of $70,000.00.

BACKGROUND

The savings from unused 2025 budget salary and benefits to be used to purchase software that will allow the 420 miles of City roadway to be more efficiently rated. The mapping system will reduce the required staff time by an estimated 80 percent in addition to providing more detailed pavement fault information.

The request to purchase the Cyvl Infrastructure Mapping system will be brought to the I&S committee and then Common Council.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Resolution-Budget amendment - DPW $70,000 from salaries to software

RESOLUTION AUTHORIZING
BUDGET TRANSFER OF FUNDS

May 20, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of May 13, 2025, the following 2025 budget transfer of funds is hereby authorized:

	ACCOUNT		AMOUNT
From:	101500 50001	DPW Salaries & benefits	$70,000.00
To:	101500 53020	DPW Engineering–Software	$70,000.00

This budget amendment to cover purchase of Cyvl Infrastructure mapping software.

Adopted ____________________________

Approved ___________________________

____
Mayor

____
Clerk

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
May 13, 2025	

AGENDA ITEM # E.4

Consideration with possible action to approve the award of the official newspaper for the City of Green Bay to The Press Times for the period from 6/1/2025 to 5/31/2026.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Official City Newspaper Finance Request Packet V2 5-13-2025

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

Phone 920.448.3047
Fax 920.448.3050

5/7/2025

Finance Committee 5/13/2025.

Consideration and possible action to approve The Award of The Official Newspaper for the City of Green Bay for the period of 6/01/2025 to 5/31/2026 to the Press Times. The Solicitation was bid under the guidelines of Wisconsin Statue 985

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski Procurement Manager
City of Green Bay

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

Phone 920.448.3047
Fax 920.448.3050

5/7/2025

RE: Notice of Intent to Award
RFB # 2025-11 Newspaper Bid

Dear Sir/Madam:

The evaluation of proposals received for this RFB has been completed and the following is recommended for award:

The City of Green Bay is recommending the Official City of Green Bay Newspaper to Press Times with the start date of 6/01/2025.

The recommended award will be brought for approval before the next Finance Committee meeting on May 13 ,2025 at 4:30pm.

The meeting is open to the public and attendance is not required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Please see the summary of bids received for this project.

Thank you for your continued interest in doing business with the city of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Attachment

CC: Celestine Jeffreys: Mayor Genrich

CITY OF GREEN BAY IFB #2025-11
Official City of Green Bay Newspaper

Issued Date: 4/1/2025 Due Date: 4/23/2025	VENDOR #1 THE PRESS TIMES	VENDOR #2 GREEN BAY PRESS GAZETTE
DESCRIPTION		
Line Length:	**9.18**	**9.18**
Type Size:	**8 pt**	**6 pt**
Name of Type:	**Arial**	**Arial**
Font Base Rate:	**0.632**	**0.6594**
State Percentage of Font Base Rate that will be charged for 1, 2 and 3 column ads:		
1st:	**0.632**	**0.7826**
2nd:	**1.3285**	**1.6506**
3rd:	**2.0244**	**2.5186**
Indicate Line Rates:		
1 Column 1st Insertion:	**0.3927**	**0.5168**
1 Column Subsequent Insertion:	**0.3104**	**0.4084**
1 Column Width (pica):	**9.18**	**9.18**
2 Columns 1st Insertion:	**0.8259**	**1.0867**
2 Columns Subsequent Insertion:	**0.6525**	**0.8585**
2 Columns Width (pica):	**19.36**	**19.36**
3 Columns 1st Insertion:	**1.1326**	**1.4902**
3 Columns Subsequent Insertion:	**1.2585**	**1.6559**
3 Columns Width (pica):	**29.54**	**29.54**
Intended number of newspapers to be circulated with these notices and the geographic area:	**9604 (Weekly) Brown County**	**10,456**
Affidavit Cost:	**1.00**	**1.00**
Additional costs the City may incur:	**Display ad rates at BW $12.90, Color $15.90, Inserts $63 per thousand.**	**N/A**
Exceptions :	**Deadline 10am Wednesday for Friday. Others listed on letter provided with bid.**	**None**
Payment Terms:	**Net 30**	**Net 30**

City of Green Bay Purchasing Recommends the 2025-11 contract be awarded to Press Times.

04.17.25

Press Times

Locally owned and locally written since 1970
310 W. Walnut St. 4th Floor. Green Bay, WI, 54303 920-799-4687

The Press Times hereby submits the enclosed bid to publish the Green Bay's council proceedings and legal notices for the coming year.

In-column Legal Notice fees:
Fees for publishing Legal Notices in the classifieds section are calculated on a per line basis.The Press Times utilizes a 1.5 inch column width and six columns per page. As of April 20, 2012, all Wisconsin Newspapers were required to use Arial font. Using a eight point typeface, 10.2 lines per inch, and our bid is as follows:

Classifieds 6 Column Per Line Charge-Arial 8-point Font

Number of Columns	First Insertion	Subsequent Insertion(s)
1	$0.3927	$0.3104
2	$0.8259	$0.6525
3	$1.1326	$1.2585
4	$1.4393	$1.8645
5	$1.7460	$2.4705
6	$2.0527	$3.0765

Affidavit charge $1.00 per affidavit
Please consider:
The Press Times classified section uses a six column format which is significantly wider than many competing newspapers. The width difference should be taken into consideration when comparing rate quotes since the billable lines per page in The Press Times may be a fraction of many competitors.

If you have any questions on the above, please contact me at your convenience.

Sincerely,
Mike Hollihan
General Manager
Press Times

City of Green Bay

Invitation for Bid #2025-11 - Official City of Green Bay Newspaper - 2026

Issue Date: April 1, 2025 **DUE DATE: April 22, 2025 at 2pm C.S.T.**

The City of Green Bay is requesting bids for Newspaper Legal Notices and from this will select the Official City Newspaper. The purpose in providing this bid worksheet is to obtain bids that accurately reflect legal notice printing costs to the City as well as service levels.

Vendor to complete their bid on this worksheet. Bids are to be in writing, sealed and due in the City of Green Bay Purchasing Office by 2pm on the date indicated above. At that hour, the Clerk will, in the presence of the Mayor or Alderperson, open the bids and enter them in a record kept for that purpose.

It is anticipated that one vendor will be selected to furnish all requirements based on lowest cost, responsive and responible bidder. The City reserves the right to reject any or all proposals or to waive any technicality and accept any proposal that is deemed to be in the best interests of the City of Green Bay. The City further reserves the right to terminate the purchase at any time with written notice.

A. Line Length: 9.18 C. Name of Type: ARial

B. Type Size: 8 pt D. Font Base Rate: 0.6320

C. State percentage of Font Base Rate that will be charged for 1, 2 and 3 column ads:

1st: 0.6320 ; 2nd: 1.3285 ; 3rd: 2.0244

D.

Indicate Line Rates:	1st Insertion	Subsequent Insertion	Column Width (pica)
1 Column	0.3927	0.3104	9.18
2 Columns	0.8259	0.6525	19.36
3 Columns	1.1326	1.2585	29.54

E. Vendor to note the intended number of newspapers to be circulated with these notices and the geographic area. 9604 (weekly) Brown County

NOTE COMPLY OR EXCEPTION:

F. Vendor to provide copy of most recent Wisc. Newspaper Legal Notice Rate certification — Comply

G. Minimum Requirement: The City of Green Bay requires that its notices be printed in all newspapers distributed within the corporate limits of the City. — Comply

H. Vendor to invoice the City of Green Bay in the same manner & unit of measure as was quoted; the line rate. — Comply

I. Vendor is required to print Legal Notices on Fridays. The City will typically provide information to Vendor by noon each Wednesday. — Deadline 10am. wednesday for Friday

J. Awarded vendor and any and all persons, firms, corporations or entities (sub-contractors) hired by awarded vendor must comply with the City of Green Bay's Anti-Litter Ordinance, Green Bay Municipal Code § 8.12. Violation of this term shall constitute a material breach. — Comply

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J Indicate Affidavit Cost: $ $1.00

K Indicate any additional Charges that the City may incur:

Display Rates at BW $12.90 Color $15.90

Insert $ 63 per 1000

L Payment Terms: 30 days

Press Times
Vendor

Casie L Mallien
Authorized Signature

310 W. Walnut 4th Floor
Address

Casie Mallien / Office manager
Type/Print Name & Title

Green Bay WI 54303
City/State/ZIP

4.17.25
Date

Cmallien@mmclocal.com
E-Mail Address

920-799-4687
Phone/Fax

Please return sealed quote to:

City of Green Bay Purchasing Office
Sealed IFB #2025-11
100 N. Jefferson St. Room 410
Green Bay, WI 54301

ARTICLE II. - LITTERING

Sec. 32-37. - Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Garbage is as defined in Section 32-1.

Litter means garbage, refuse, and rubbish as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare.

Receptacles, private and public. Private receptacles are as described in Section 32-2(g)(5). Public receptacles are litter containers which are placed on City streets or fastened to poles and maintained by the City and marked as litter receptacles.

Refuse means all putrescible and nonputrescible solid wastes including ashes, street cleanings, dead animals, and all other abandoned personal property and solid market and industrial wastes.

Rubbish means nonputrescible and solid wastes, both combustible and noncombustible, including, but not limited to, circulars, leaflets, pamphlets, wrappers, handbills, newspapers, and all and any other printed or non-printed paper material, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, and other similar materials.

(Code 1984, § 8.12(1); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-38. - Litter in public places.

No person shall throw, deposit, or cause to be placed litter upon any street, sidewalk, alley, or other public place within the City except in public receptacles provided by the City.

(Code 1984, § 8.12(2); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-39. - Placement of litter in receptacles so as to prevent scattering.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner and in such containers as will prevent it from being carried or deposited by the elements upon any street, sidewalk, alley, or other public place or upon private property.

(Code 1984, § 8.12(3); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-40. - Sweeping litter into gutters prohibited.

No person shall sweep into or deposit in any gutter, street, alley, or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalks, entrance walks, parking lots, and parking areas in front of or upon the premises free of litter.

(Code 1984, § 8.12(4); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-41. - Litter in public waters.

No person shall throw or deposit litter in any fountain, pond, wading pool, river, bay, or other body of water in a public place or elsewhere within the City.

(Code 1984, § 8.12(5); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-42. - Litter on occupied private property.

No person shall throw or deposit litter on any occupied private property within the City, whether owned by such person or not, unless in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk, alley, or other public place. No person shall throw, deposit, or cause any litter to be scattered or placed upon any driveway, apron, front, rear, or side yard of any occupied private property. Litter must be deposited in a private receptacle if one is available.

(Code 1984, § 8.12(6); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-43. - Owner to maintain premises free of litter.

The owner or person in control of any private property shall at all times maintain the premises free of litter; provided, however, this section shall not prohibit the storage of litter in authorized private receptacles for collection.

(Code 1984, § 8.12(7); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-44. - Litter on vacant lots.

No person shall throw or deposit litter on any open or vacant private property within the City, whether owned by such person or not.

(Code 1984, § 8.12(8); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

Sec. 32-45. - Firewood.

Wood shall not be considered rubbish where it is stored for residential use under the terms and conditions of this section.

(1) *Front yard storage.* No firewood shall be permitted in a front yard as defined at Section 44-249.

(2) *Rear and side yard storage.* Firewood may be stored in a side or rear yard only in the following manner:

a. *Stacking.* All firewood shall be ranked and well stowed, with due regard to stability.

b. *Height.* Firewood stacks shall not be in excess of four feet in height unless such stack is adjacent to and amply supported by a fence or structure. Where the firewood is so supported, the stack shall not be in excess of six feet.

c. *Setback.* No firewood shall be permitted within four feet of an adjoining property line, unless the firewood is stored in a box or building.

d. *Nuisance.* Nothing in this section shall prohibit enforcement and abatement proceedings as provided in Chapter 24.

(Code 1984, § 8.12(9); Ord. No. 65-85; Ord. No. 4-18 , § 1, 4-2-2018)

UNITED STATES POSTAL SERVICE

Statement of Ownership, Management, and Circulation (All Periodicals Publications Except Requester Publications)

1. Publication Title	2. Publication Number	3. Filing Date
The Press Times	930-660	09-30-2024
4. Issue Frequency	**5. Number of Issues Published Annually**	**6. Annual Subscription Price**
Weekly	52	$59.00

7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®)
310 W Walnut St., 4th Floor
Green Bay, WI 54303 Brown County

Contact Person: Dave Wood
Telephone (Include area code): (920) 217-3309

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)
310 W Walnut St., 4th Floor, Green Bay, WI 54303

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)

Publisher (Name and complete mailing address)
Patrick J. Wood, 970 Furman Drive Waupaca, WI 54981

Editor (Name and complete mailing address)
Kris Leonhardt 310 W Walnut St., 4th Floor, Green Bay, WI 54303

Managing Editor (Name and complete mailing address)
Mike Hollihan 310 W Walnut St., 4th Floor, Green Bay, WI 54303

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
Brown County Publishing	310 W Walnut St., 4th Floor, Green Bay WI 54303

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box ☐ None

Full Name	Complete Mailing Address
See Attached	

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
☐ Has Not Changed During Preceding 12 Months
☐ Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

PS Form 3526, July 2014 (Page 1 of 4 (see instructions page 4)) PSN: 7530-01-000-9931 PRIVACY NOTICE: See our privacy policy on www.usps.com.

13. Publication Title	14. Issue Date for Circulation Data Below
The Press Times	09-27-2024

15. Extent and Nature of Circulation			Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies (Net press run)				
b. Paid Circulation (By Mail and Outside the Mail)	(1)	Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	217	192
	(2)	Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	9097	8982
	(3)	Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	290	290
	(4)	Paid Distribution by Other Classes of Mail Through the USPS (e.g., First-Class Mail®)	0	0
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))			9604	9464
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1)	Free or Nominal Rate Outside-County Copies included on PS Form 3541	0	0
	(2)	Free or Nominal Rate In-County Copies Included on PS Form 3541	0	0
	(3)	Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g., First-Class Mail)	2200	0
	(4)	Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	100	100
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))			2300	100
f. Total Distribution (Sum of 15c and 15e)			11904	9564
g. Copies not Distributed (See Instructions to Publishers #4 (page #3))			300	300
h. Total (Sum of 15f and g)			12204	9864
i. Percent Paid (15c divided by 15f times 100)			78.70	95.94

* If you are claiming electronic copies, go to line 16 on page 3. If you are not claiming electronic copies, skip to line 17 on page 3.

PS Form 3526, July 2014 (Page 2 of 4)

UNITED STATES POSTAL SERVICE

Statement of Ownership, Management, and Circulation (All Periodicals Publications Except Requester Publications)

16. Electronic Copy Circulation	Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Paid Electronic Copies		
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a)	9604	0
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a)	11904	9564
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c × 100)		

☐ I certify that 50% of all my distributed copies (electronic and print) are paid above a nominal price.

17. Publication of Statement of Ownership

☑ If the publication is a general publication, publication of this statement is required. Will be printed in the 10/6/2024 issue of this publication. ☐ Publication not required

18. Signature and Title of Editor, Publisher, Business Manager, or Owner: Mike Hollihan

Date: Sept 30, 2024

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

PS Form 3526, July 2014 (Page 3 of 4) PRIVACY NOTICE: See our privacy policy on www.usps.com.

419324

Statement of Ownership Management and Circulation

Owners: As of Sept. 19, 2022 the holders of 1% or more of the outstanding common stock of Brown County Publishing, LLC: 416 Polaris Drive Green bay Wi 54302, Patrick Wood, 404 Maxwell Drive, Pittsburgh, PA 15236, Christopher Wood, 400 Security Blvd., Suite 2, Green Bay, WI 54313, WI 54313, Carole Wood, Trustee, Wood Family Trust, Green Bay, WI 54302, Tom Wood, 2228 W Seneca, Appleton WI 54914, Mike Hollihan, 4393 Trent Drive, Green Bay, WI 54313, Nick Wood, 3651 Bay Settlement Rd Green Bay WI 54311, Francis & Mary Pietsch, 589 Green Bay Road, Denmark, WI 54208, David Wood, 1833 Lilac Lane Green Bay Wi 54302. Daniel Wood, 360 Riverside Drive, Apt. 8C, New York, NY 10025-2750, Rebecca Wood, 2130 Lost Dauphin Road, Apt. 2, De Pere, WI 54115.

Statement of Ownership and Circulation

11. Bondholders: Nicolet National Bank, 111 N Washington St. Green Bay, WI 54301

Owners: As of June 21, 2021 the holders of 1% or more of the outstanding common stock of Brown County Publishing, LLC:

Wood, Patrick	404 Maxwell Drive, Pittsburgh, PA 15236
Wood, Christopher	461 Polaris Road, Green Bay, WI 54302
Wood, Thomas	1800 E Robin Way Suite I Appleon, WI 54915
Wood, Rebecca	2130 Lost Dauphin Road #2-South, De Pere, WI 54115
Wood, Daniel	360 Riverside Drive, Apt. 8C, New York, NY 10025-2750
Hollihan, Michael	4393 Trent Drive, Green Bay, WI 54313
Wood, David	1833 Lilac Lane, Green Bay, WI 54302
Wood, Nicholas	3651 Bay Settlement Road, Green Bay, WI 54311
Pietsch, Francis	589 Green Bay Road, P.O. Box 253, Denmark, WI 54208
Pietsch, Mary	589 Green Bay Road, P.O. Box 253, Denmark, WI 54208
Wood, Carole A., Trustee, Wood Family Trust, Dtd. 8/23/92	1833 Lilac Lane, Green Bay, WI 54302

City of Green Bay

Invitation for Bid #2025-11 - Official City of Green Bay Newspaper - 2026

Issue Date: April 1, 2025 **DUE DATE: April 22, 2025 at 2pm C.S.T.**

The City of Green Bay is requesting bids for Newspaper Legal Notices and from this will select the Official City Newspaper. The purpose in providing this bid worksheet is to obtain bids that accurately reflect legal notice printing costs to the City as well as service levels.

Vendor to complete their bid on this worksheet. Bids are to be in writing, sealed and due in the City of Green Bay Purchasing Office by 2pm on the date indicated above. At that hour, the Clerk will, in the presence of the Mayor or Alderperson, open the bids and enter them in a record kept for that purpose.

It is anticipated that one vendor will be selected to furnish all requirements based on lowest cost, responsive and responible bidder. The City reserves the right to reject any or all proposals or to waive any technicality and accept any proposal that is deemed to be in the best interests of the City of Green Bay. The City further reserves the right to terminate the purchase at any time with written notice.

A. Line Length: 9.18 C. Name of Type: Arial

B. Type Size: 6 pt D. Font Base Rate: .6594

C. State percentage of Font Base Rate that will be charged for 1, 2 and 3 column ads:

1st: .7826 ; 2nd: 1.6506 ; 3rd: 2.5186

D.

Indicate Line Rates:	1st Insertion	Subsequent Insertion	Column Width (pica)
1 Column	.5168	.4084	9.18
2 Columns	1.0867	.8585	19.36
3 Columns	1.4902	1.6559	29.54

E. Vendor to note the intended number of newspapers to be circulated with these notices and the geographic area. 10,456

NOTE COMPLY OR EXCEPTION:

F. Vendor to provide copy of most recent Wisc. Newspaper Legal Notice Rate certification — Comply

G. Minimum Requirement: The City of Green Bay requires that its notices be printed in all newspapers distributed within the corporate limits of the City. — Comply

H. Vendor to invoice the City of Green Bay in the same manner & unit of measure as was quoted; the line rate. — Comply

I. Vendor is required to print Legal Notices on Fridays. The City will typically provide information to Vendor by noon each Wednesday. — Comply

J. Awarded vendor and any and all persons, firms, corporations or entities (sub-contractors) hired by awarded vendor must comply with the City of Green Bay's Anti-Litter Ordinance, Green Bay Municipal Code § 8.12. Violation of this term shall constitute a material breach. — Comply

J Indicate Affidavit Cost: $____1.00___________

K Indicate any additional Charges that the City may incur:

N/A

L Payment Terms: ______30 days net_________________

Green Bay Press Gazette	Tara Hamm
Vendor	Authorized Signature
520 N Broadway, Ste 390	__Tara Hamm, Director____________________
Address	Type/Print Name & Title
Green Bay, WI,54303	____4/2/2025______________________________
City/State/ZIP	Date
thamm@gannett.com	___866-431-8665/877-934-0443_____________
E-Mail Address	Phone/Fax

Please return sealed quote to:

City of Green Bay Purchasing Office
Sealed IFB #2025-11
100 N. Jefferson St. Room 410
Green Bay, WI 54301

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
May 13, 2025	

AGENDA ITEM # E.5

Consideration with possible action regarding a 2025 budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Combined Resolution for 5.13.25 Finance Meeting

RESOLUTION AUTHORIZING BUDGET AMENDMENT

May 20, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of May 13, 2025, the following 2025 amendment of funds is hereby authorized:

	ACCOUNT		AMOUNT
Increase:	101300 50501	Police-Overtime	$22,567.61
Increase:	101300 46223	Police Overtime Reimbursement	$22,567.61

***This budget amendment is for 2025 unbudgeted overtime for staffing at the FBI, US Marshal and Internet Crimes Against Children Task Forces, unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, Islamic Temple Security, Dick Lytie Spring Classic, Green Bay Beer 5K and the Lux-Casco HS Prom.*

Increase:	101400 50501	Fire-Overtime	$2,082.46
Increase:	101400 46223	Fire Overtime Reimbursement	$2,082.46

***This budget amendment is for 2025 unbudgeted overtime for staffing at the Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	$1,182.50
Increase:	101400 43611	Fire-State Overtime Reimbursement	$1,182.50

***This budget amendment is for 2025 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted ____________________________

Approved ___________________________

____
Mayor

____
Clerk