# AGENDA OF THE COMMON COUNCIL

## TUESDAY, DECEMBER 16, 2025, 6:00 PM
## In person at City Hall, Room 203 - Council Chambers.
## Virtual attendance also available via Zoom.

### A. Zoom Meeting Information.

1. Join Zoom Meeting Online:
   https://us02web.zoom.us/j/89274696903

   Or call in by phone: +1 312 626 6799
   Meeting ID: 892 7469 6903
   Passcode: 209710

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

### B. Roll Call.

1. Alders: Brian Johnson (District 9), Bill Galvin (District 4), Jennifer Grant (District 1), Jim Hutchison (District 2), Bill Morgan (District 3), Craig Stevens (District 5), Joey Prestley (District 6), Alyssa Proffit (District 7), Jim Ridderbush (District 8), Ben Delie (District 10), Melinda Eck (District 11), Kathy Hinkfuss (District 12).

### C. Pledge of Allegiance.

### D. Invocation.

### E. Approval of Minutes.

1. Approval of the minutes from the December 2, 2025 meeting.

### F. Approval of the Agenda.

1. Approval of the agenda for the Tuesday, December 16, 2025, meeting of the Common Council.

### G. Report by the Mayor.

1. 2026 Committee and Council Schedule

## H. Announcements.

## I. Recognitions and Awards.

## J. Presentation

1. Presentation on Citywide Performance Management

## K. Appointments.

1. **Reappointments:**

   Olde Main Street Business Improvement District Board
   Joan Johnson, 3023 N Brook Hills Dr., Suamico, WI 54313
   Term to expire: January 1, 2029

   Paul Kosmoski, 1270 Main St., Green Bay. WI 54302
   Term to expire: January 1, 2029

   On Broadway Business Improvement District Board
   Sandra Ranck, 340 N Broadway, Suite 175, Green Bay, WI 54303
   Term to expire: December 1, 2028

## L. Committee of the Whole.

1. For consideration and possible action on the approval of Polling Locations for the Spring 2026 Elections.
2. For consideration and possible action on the appointment of election officials pursuant to Wis. Stat. § 7.30, for the 2026-2027 term.
3. For consideration and possible action on the request by the Department of Public Works to enter into a Developer's Agreement for the construction of public infrastructure with TJDM, LLC to support the development of 167 acres (Kosmoski Development) northeast of the intersection of Sussex Road and Scottwood Drive, subject to legal review.
4. Resolution in Support of our Somali Friends and Neighbors.
5. For consideration and possible action on Zoning Ordinance 23-25, an ordinance rezoning a portion of the property located at 500 Day Street (Parcel 7-1) from General Industrial District to Light Industrial (ZP 24-48).

## M. Ordinances - Second Reading for Adoption.

1. Zoning Ordinance No. 04-25
   An ordinance rezoning property located at 500 Day Street (Parcel 7-1) from General Industrial District to Down Town District. (*ZP 24-48* ***Held*** *at Common Council, November 11, 2025*).

2. Miscellaneous Ordinance No. 07-25
   An Ordinance Adopting an Amendment To The Go Big Green Bay 2050 Comprehensive Plan of The City of Green Bay related to the property located at 1109 S Taylor Street from Low Density Residential to Commercial (CPA 25-05)

3. Zoning Ordinance No. 20-25
   An Ordinance Rezoning the property located at 1109 S Taylor Street from Low-Density Residential (R1) to General Commercial (C1) (ZP 25-29)

4. Zoning Ordinance No. 21-25
   An Ordinance Rezoning the property located at 1531 Main Street from Public Institutional (PI) to Neighborhood Commercial (NC) (ZP 25-33)

5. Miscellaneous Ordinance No. 08-25
   An Ordinance providing for Detachment of a portion of The City of Green Bay, Brown County, Wisconsin, to The Village of Bellevue, Brown County, Wisconsin

6. Miscellaneous Ordinance No. 09-25
   An Ordinance providing for Attachment of a portion of The City of Green Bay, Brown County, Wisconsin, from The Village of Bellevue, Brown County, Wisconsin

## N. Report of the Redevelopment Authority (December 9, 2025).

1. To approve a resolution authorizing the submittal of a WEDC Idle Sites grant application for the redevelopment of the Fire Station Flats site on South Broadway and forward it to the Common Council for adoption.

## O. Report of the Improvement & Services Committee (December 10, 2025).

1. To approve the request by Department of Public Works to adopt the Proposed 2026 Storm Water Utility Rates.

2. To approve the request by Department of Public Works to approve a Service Order Agreement with Berners-Schober Associates, Inc. for design and construction administrative services associated with Fire Station 7 HVAC improvements for an estimated cost of $52,000.00.

3. To approve the request by Department of Public Works to purchase a 2026 Western Star 47X Combination Sewer Vacuum and Jet Sewer Cleaning Truck Chassis in the amount of $154,870.50.

4. To approve the request by Department of Public Works to purchase a Henderson Ultimate Salt Brine Making Machine Controls unit in the amount of $75,872.00.

5. To approve the request by Department of Public Works to purchase annual roadway maintenance consumables from contracted vendors for the 2026 budget year and for 2027 through 2030, with expenditure not to exceed annual approved budget amounts for each commodity.

6. To approve the request by Department of Public Works to purchase three (3) traffic signal controller cabinets through the WisDOT State Cooperative Purchasing Contract for a total cost of $64,167.00.

7. To approve the request by Department of Public Works to enter into State Municipal Financial Agreements for City of Green Bay, Main Street from IH 43 – Baird Street; City of Green Bay, University Avenue from Main Street to University Way; and City of Green Bay, West Mason Street from Pleasant Lane to Ashland Avenue.

8. To approve the request by Department of Public Works to adopt the Proposed 2026 Sanitary Sewer Service Charges.

9. To approve the request by Department of Public Works to award a design contract to Ayres and Associates for the N. Maple Avenue reconstruction project in the amount of $95,430.00.

10. To approve the request by Department of Public Works to award the contract SEWERS 4-25 BARINA CREEK PARKWAY - STORMWATER POND DREDGING to Advance Construction, Inc. in the amount of $190,702.22.

## P. Report of the Protection & Policy Committee (December 8, 2025).

1. To deny an appeal by Raven Wallene regarding the denial of her over the limit permit (held from the 12/2/25 Council Meeting).

2. To approve an application for a "Class B" liquor and Class "B" beer license for Grasse's Tap at 1939 Main St, with a license premises described as: "bar area where liquor & beer will be sold. Walk-in cooler & small office area for records"

3. To refer to the Law and Police Departments a communication by Alder Grant (District 1) and Alder Johnson (District 9) for staff to review and update Article III of Chapter 24, Green Bay Code of Ordinances, relating to the regulation of noise, to incorporate current technology with enforceable requirements. (PC-25-08).

4. To approve a draft ordinance Relating to International Fire Code.

5. For consideration with possible action on a draft ordinance Relating to Equal Rights Commission *(no recommendation–committee vote was 2 in favor of the change and 2 opposed to the change).*

## Q. Report of the Green Bay Police Department Granting Operator Licenses.

1. Report of the Green Bay Police Department Granting Operator Licenses

## R. Report of the Plan Commission (December 9, 2025).

1. To approve the request to amend a Planned Unit Development located at 2300-2400 E Mason Street (East Town Mall), subject to the draft Planned Unit Development (PUD) amendment. (ZP 25-34 Public Hearing held December 8, 2025).

2. To approve the request for a Conditional Use Permit at 1336 Thrush Street to allow minor motor vehicle repair in the General Industrial (GI) Zoning District, with conditions. (ZP 25-35 Public Hearing held December 9, 2025).

3. To approve the request for a partial alley closure located near 409 W Walnut Street with condition(s). (AC 25-01 Public Hearing held September 29, 2025. Held by Council October 7, November 11, December 2, 2025).

## S. Report of the Finance Committee (December 9, 2025).

1. To approve acceptance of the Walmart Spark Good Local Grant for $5,000 to be used for fire safety.

2. To approve the refurbishing of Green Bay Metro's fire boat, Marine 1, with Lake Assault Boats Service for a total cost of $173,597.00 approved with 2026 borrowing.

3. To approve a contract for SS4A Safe Streets to Traffic Analysis and Design Inc. (TADI) for $708,500 and city match up to a grant award of $916,000.

4. To approve the purchase of a one-year subscription from Sharp Performance for professional services for a total cost of $99,500.00 to be paid by the State of Wisconsin Department of Health Services assistance program award.

5. To approve an agreement with Flock Group Inc for surveillance camera and Aerodome DFR Drone Program for a total cost of $1,302,000 over five years.

6. For staff to proceed as directed in closed session regarding the agreement between the City of Green Bay and OneEnergy Development, LLC for a land lease and solar easement on parcel 22-SC-513.

   *Common Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Common Council may thereafter reconvene in open session pursuant to Section 19.85(2) to report the results of the closed session and consider the balance of the agenda.*

7. To receive and place on file the inspection invoice appeal by Thea Robinson.

8. To approve the refund of 2023 property taxes from a tax assessment appeal to Georgia Pacific for property at 1919 S Broadway for a total amount of $68,431.75.

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

9. To approve the creation of Section 1-13 Relating to Non-Issuance of License or Permit.

10. To approve the Associated Trust Company, N.A. corporate resolution authorization to enter into an Institutional Custody Agreement on behalf of the City of Green Bay.

11. To approve the 2025 budget amendment resolution for unbudgeted overtime for special events.

12. *Informational:* Report of the Claims Committee.

## T. Report of the Park Committee (December 10, 2025).

1. To approve accepting a $1,000 Green Gifts grant from Cellcom to support the Green Bay Conservation Corps free native plant kit giveaway program.

2. To approve hiring Water Technology, Inc. for $179,568 to complete the necessary engineering and construction documents for the Phase 1 improvements to the Joannes Aquatic Center.

3. To approve the request by One Astor Holdings LLC for a 15' wide Permanent Storm Sewer Easement along the Fox River Trail on Parcel 15-2 for the One Astor Park residential development.

## U. Report of the Water Utility Commission (December 8, 2025)

1. For consideration and approval of the Water Service Agreement By and Between the City of Green Bay, the Village of Hobart and the Village of Pulaski, approved by the Water Utility Commission.

## V. Informational.

1. Building Report for November 2025

## W. Resolutions.

1. Resolution authorizing a 2025 budget amendment for unbudgeted overtime for special events.

2. Resolution establishing polling locations for the Spring 2026 Elections.

3. Resolution authorizing the Associated Trust Company, N.A. corporate to enter into an Institutional Custody Agreement on behalf of the City of Green Bay.

4. Resolution drawing final orders to contractors for December 16, 2025.

5. Resolution authorizing the submission of an application to the Wisconsin Economic Development Corporation (WEDC) Idle Sites redevelopment program.

6. Resolution authorizing a Conditional Use Permit at 1336 Thrush Street (ZP 25-35)

7. Resolution in Support of our Somali Friends and Neighbors.

## X. Ordinances - First Reading.

1. Planning Ordinance No. 01-25
An ordinance amending the Official Map of the City of Green Bay by closing a portion of the alley adjacent to 409 W Walnut Street to public traffic (held from the December 2, 2025 Council Meeting).

2. General Ordinance No. 39-25
An ordinance creating Section 1-13, Green Bay Municipal Code, relating to Non-Issuance of City Licenses and Permits.

3. ZONING ORDINANCE NO. 22-25
An Ordinance amending Zoning Ordinance No. 13-21 for the Planned Unit Development for the 2300-2400 block East Mason Street, East Town Mall (ZP 25-34)

4. General Ordinance No. 38-25
An ordinance amending Section 18-44(4)(a) Relating to International Fire Code.

5. General Ordinance 37-25
   An ordinance Amending Section 12-11(a) Relating to Equal Rights Commission *(committee vote was 2 in favor of the change and 2 opposed to the change).*

6. Zoning Ordinance 23-25
   An ordinance rezoning a portion of the property located at 500 Day Street (Parcel 7-1) from General Industrial District to Light Industrial District (ZP 24-48).

## Y. Adjournment.

1. Next Meeting: January 20, 2026.

2. Adjournment of the Tuesday, December 16, 2025, meeting of the Common Council.

1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

# MINUTES OF THE COMMON COUNCIL

## TUESDAY, DECEMBER 2, 2025, 6:00 PM
## In person at City Hall, Room 203 - Council Chambers.
## Virtual attendance also available via Zoom.

### A. ZOOM MEETING INFORMATION.

1. Join Zoom Meeting Online:
   https://us02web.zoom.us/j/89274696903

   Or call in by phone: +1 312 626 6799
   Meeting ID: 892 7469 6903
   Passcode: 209710

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

### B. ROLL CALL.

1. Alders: Brian Johnson (District 9), Bill Galvin (District 4), Jennifer Grant (District 1), Jim Hutchison (District 2), Bill Morgan (District 3), Craig Stevens (District 5), Joey Prestley (District 6), Alyssa Proffit (District 7), Jim Ridderbush (District 8), Ben Delie (District 10), Melinda Eck (District 11), Kathy Hinkfuss (District 12).

### C. PLEDGE OF ALLEGIANCE.

### D. INVOCATION.

## E. APPROVAL OF MINUTES.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. Approval of the minutes from the November 11, 2025 meeting and November 18, 2025 Budget meeting.

## F. APPROVAL OF THE AGENDA.

Moved by Ald. Joey Prestley, seconded by Ald. Alyssa Proffitt to approve.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. Approval of the agenda for the Tuesday, December 2, 2025, meeting of the Common Council.

## G. REPORT BY THE MAYOR.

## H. ANNOUNCEMENTS.

## I. APPOINTMENTS.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Ridderbush to approve new appointments.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Joey Prestley, seconded by Ald. Craig Stevens to approve reappointments.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. **Appointments:**

   Green Bay Sustainability Commission

Jeanette Knill, 3003 Emmalane Drive, Green Bay, WI 54311
Term to expire: November 1, 2028

Marissa Michalkiewicz, 320 S. Webster Avenue, Green Bay, WI 54301
Term to expire: August 1, 2027 (filling with the remainder of the term)

**Reappointments:**

Military Avenue Business Improvement District
Sharon Hack, 1620 W Mason St., Green Bay, WI 54303
Term to expire: December 1, 2028

Dan Burich, 1301 S Military Ave., Green Bay, WI 54304
Term to expire: December 1, 2028

Downtown Business Improvement District Board
Jim Dubois, 118 S Washington St., Green Bay, WI 54301
Term to expire: December 1, 2028

## J. ORDINANCES - SECOND READING FOR ADOPTION.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Joey Prestley to suspend the rules and take up 1, 3 and 4.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Joey Prestley to adopt.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. General Ordinance No. 24-25
   An Ordinance Amending Section 44-1580, Green Bay Municipal Code, Relating to Residential Uses.

2. General Ordinance No. 29-25
   An Ordinance Amending Division 1, Section 44-551 through 44-562 and Division 2, Section 44-588 through 44-590, Green Bay Municipal Code, Relating to Residential Districts.

   Moved by Ald. Jennifer Grant, seconded by Ald. Melinda Eck to amend, single propety from 50' to 60' or 6K sq ft, not require CUP, narrower than 50' would need review.
   Motion Passed.
   Yes-Jennifer Grant, William Morgan, Bill Galvin, Craig Stevens, Brian Johnson, Melinda Eck, Kathy Hinkfuss, No-Jim Hutchison, Joey Prestley, Alyssa Proffitt, Ben Delie, Jim Ridderbush, Abstain-None.

   Moved by Ald. Craig Stevens, seconded by Ald. William Morgan to adopt as amended.
   Motion Passed.
   Yes-Jennifer Grant, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Brian Johnson, Melinda Eck, Kathy Hinkfuss, No-Jim Hutchison, Alyssa Proffitt, Ben Delie, Jim Ridderbush, Abstain-None.

   Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to reconsider item 1.
   Motion Passed.
   Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

3. General Ordinance No. 30-25
   An Ordinance Amending Sections 44-614 through 44-623 and Sections 44-650 through 653, Green Bay Municipal Code, Relating to Mixed-Use Districts.

4. General Ordinance No. 31-25
   An Ordinance Amending 44-680 Through 44-688, Green Bay Municipal Code, Relating to Commercial Districts.

## K. REPORT OF THE PROTECTION & POLICY COMMITTEE. (NOVEMBER 17, 2025).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve, except items 1 and 2.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. To deny an appeal by Raven Wallene regarding the denial of her over the limit permit.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to open the floor.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Caleb Letna, 2221 Leisure Court
Raven Wallene, 300 Bond, #118

Moved by Ald. Alyssa Proffitt, seconded by Ald. William Morgan to close the floor.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. William Morgan, seconded by Ald. Kathy Hinkfuss to hold until 12/16.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

2. To approve an appeal by Lori Wallene regarding the denial of her over the limit permit.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Joey Prestley to open the floor.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Lori Wallene, 200 Bond, #B

Moved by Ald. Jennifer Grant, seconded by Ald. Craig Stevens to close the floor.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-William Morgan, Abstain-None.

3. To approve an appeal by Thomas Williams regarding the denial of his operator's license.

4. To approve an appeal by Brittany Haupt regarding the denial of her operator's license.

5. To approve an application for a "Class A" liquor and Class "A" beer license for Kwik Trip at 1027 W Mason, with the license premises described as "storage in walk-in cooler, on sales floor, behind counter & back room. Records in office".

6. To approve an application for a Class "B" beer and "Class C" wine license for High Kaliber BBQ at 126 S Broadway, with the license premises described as "dining area, open kitchen & bar, enclosed dish & prep area".

7. To approve an available liquor license to be released to the pool due to non-renewal for Stage 1 at 231 N Broadway.

8. To refer to staff a communication from Alders Hinkfuss (District 12) and Grant (District 1) to direct staff to draft a resolution authorizing a communication to Brown County, requesting the creation of a Committee, with City participation, to evaluate options for recognizing, preserving, and protecting the Brown County Poor Farm and Asylum burial sites located on the grounds of the former Brown County Mental Health Center. PC-25-04.

   Comment form:
   Gail Nohr, 13427 Velp Ave

9. To approve an application for a Massage Establishment license for Viva Spa at 1330 Velp.

## L. REPORT OF THE GREEN BAY POLICE DEPARTMENT GRANTING OPERATOR LICENSES.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. Report of the Green Bay Police Department Granting Operator Licenses.

## M. REPORT OF THE PLAN COMMISSION. (NOVEMBER 17, 2025)

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve, except items 1, 3 and 6.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. To approve a partial alley closure located near 409 W Walnut Street with conditions. (*AC 25-01 Plan Commission Meeting September 29, 2025*).

   Moved by Ald. Alyssa Proffitt, seconded by Ald. Joey Prestley to hold until 12/16 council and amend with a request to TBP to review the pick up/drop off zones from recent parking study in the downtown area for their 12/15 meeting .
   Motion Passed.
   Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

   Moved by Ald. Alyssa Proffitt, seconded by Ald. Kathy Hinkfuss to approve as amended.
   Motion Passed.
   Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

2. To approve a request to amend the Go Big Green Bay 2050 Comprehensive Plan future land use map at 1109 S Taylor Street from Low Density Residential to Commercial land uses. (CPA 25-05 Plan Commission Meeting November 17, 2025).

3. To approve a request to rezone 1109 S Taylor Street from Low-Density Residential (R1) to General Commercial (C1) as recommended by staff. (ZP 25-29 Plan Commission Meeting November 17, 2025).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Ridderbush to approve.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Kathy Hinkfuss, Jim Ridderbush, No-Melinda Eck, Abstain-None.

4. To approve a request to rezone the property located at 1531 Main Street from Public Institutional (PI) to Neighborhood Commercial (NC). (ZP 25-33 Plan Commission Meeting November 17, 2025).

5. To approve a request to declare the property located at 1531 Main Street as City Surplus, with conditions. (SP 25-04 Plan Commission Meeting November 17, 2025).

6. To approve amendments to Section 44-1580(j) of the Green Bay Municipal Code, Chapter 44, related to Short Term Rentals, as discussed in Communication PC-25-03, with the change to remove the maximum of 180-day rental limitation and added Three-strikes policy. (TA 25-06 Plan Commission Meeting November 17, 2025).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Ridderbush to open the floor.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Comment Forms (support):
Amber Edwards, 2434 Sycamore, #3
Frank Torres, 617 Bodart

Comment Forms (oppose):
Tyler Dillenburg, 322 Brookview, Luxemburg
Jacob Kaprelian, 2727 East Shore Drive
John Skogg, 2520 Sage Drive
Jackie Greely, 1739 14th Ave

In the room:
Pete Borchardt, 1524 Gatewood
Joseph Roscoe, 3019 Cactus Ct
Cinnamon Harvey, 1198 Canterbury Rd
Jeanne Biebel, 938 S Jackson
Rick Skogg, 2520 Sage Dr
David Badillo, 118 S Washington St

Mark Danon, 825 Spring Hills Rd
Tyler LeRoy, 3184 Morning Woods Ct
Rep. Ryan Spaude, 900 Bodart Dr in Ashwaubenon
Ron Morris, 306 N Clay
Keith Schaeger, 114 Waycams Rd
Sam Blaine, 1825 Cormier Rd
Jon Shelton, 1045 S Webster
Mike Way, 2400 Riddle
Ben Bauknecht, 3409 Glendale Ave
Rochelle Allen, 1061 Roland Ln
Tanya Westmoreland, 317 S Oakland
Tyler Cabot, 111 Broadway St
Tarl Knight, 711 S Broadway
Ben De Baker, 901 S Norwood
Brooke Tassoul, 127 S Ashland
Aaron Krause, 1705 S Ridge Rd
Amber Edwards, 2430 Sycamore Dr
Taylor Popp, 137 Helen St, Pulaski

Moved by Ald. Alyssa Proffitt, seconded by Ald. Kathy Hinkfuss to close the floor.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Jennifer Grant, seconded by Ald. Melinda Eck to (amend) refer plan commission action and to staff to create a template letter for neighbors with a new STR, parameters to be determined; work with STR alliance for "house rules" on premise and "website;" staff work on improving the noise ordinance .

Moved by Ald. Brian Johnson, seconded by Ald. Melinda Eck to add an amendment rejecting the previous amendment and any minimum stays and maximum days-rented. The amendment also refers to staff to develop policies and ordinance recommendations, with the input of Alders, the Short Term Rental Alliance, the Equal Rights Commission and Community Members.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-Joey Prestley, Alyssa Proffitt, Abstain-None.

Moved by Ald. Brian Johnson, seconded by Ald. Bill Galvin to adopt as amended.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-Joey Prestley, Alyssa Proffitt, Abstain-None.

7. To approve the communication from Alders Hinkfuss and Prestley: To adopt a resolution directed to the Wisconsin State Legislature requesting the laws governing short-term rentals be amended to allow for additional local control.

## N. REPORT OF THE PARK COMMITTEE (NOVEMBER 19, 2026).

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to approve.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. To approve accepting a $3,850 grant from the C.D. Besadny Conservation Fund / Natural Resources Foundation to provide a free native plant kit giveaway as an alternate to "No Mow May" and expand the greenhouse productivity for the Conservation Corps.

2. To approve hiring Minnesota Playground Inc. to supply and install a GameTime playground with synthetic turf surfacing (Option 2) at Beaumont Park/School for a total cost of $354,819.90.

## O. REPORT OF THE SUSTAINABILITY COMMISSION (NOVEMBER 20, 2025).

Moved by Ald. Joey Prestley, seconded by Ald. Alyssa Proffitt to approve.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. To hold the 2026 work plan discussion and approval until the December 17, 2025 meeting of the Sustainability Commission.

2. To approve Neighbors for Nature as the name for the No Mow May alternative initiative.

3. Staff Report(s)

## P. RESOLUTIONS.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to suspend the rules and take up all with one roll call vote.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Craig Stevens to adopt.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. Resolution requesting State of Wisconsin Legislative action on Short-Term Rental Regulations

2. Resolution drawing final orders to contractors for December 2, 2025.

## Q. ORDINANCES - FIRST READING.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Jim Hutchison to suspend the rules and take up all, except 1, 5 and 6, with one vote.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Brian Johnson to advance 2, 3, 4, 7 and 8.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

1. Planning Ordinance No. 01-25
   An ordinance amending the Official Map of the City of Green Bay by closing a portion of the alley adjacent to 409 W Walnut Street to public traffic.

Moved by Ald. Alyssa Proffitt, seconded by Ald. Joey Prestley to hold to 12/16.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

2. Miscellaneous Ordinance No. 07-25
   An Ordinance Adopting an Amendment To The Go Big Green Bay 2050 Comprehensive Plan of The City of Green Bay related to the property located at 1109 S Taylor Street from Low Density Residential to Commercial (CPA 25-05)

3. Zoning Ordinance No. 20-25
   An Ordinance Rezoning the property located at 1109 S Taylor Street from Low-Density Residential (R1) to General Commercial (C1) (ZP 25-29)

4. Zoning Ordinance No. 21-25
   An Ordinance Rezoning the property located at 1531 Main Street from Public Institutional (PI) to Neighborhood Commercial (NC) (ZP 25-33)

5. General Ordinance No. 33-25
   An Ordinance amending Section 44-1580(J.), Green Bay Municipal Code, relating to Short-Term Rentals

   Moved by Ald. Brian Johnson, seconded by Ald. Craig Stevens to refer to staff.
   Motion Passed.
   Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-Joey Prestley, Alyssa Proffitt, Abstain-None.

6. General Ordinance No. 35-25
   An Ordinance Amending Section 44-1964, Green Bay Municipal Code, Relating to Landscaping

   Moved by Ald. Brian Johnson, seconded by Ald. Craig Stevens to suspend the rules and take up with a first and final reading for adoption.
   Motion Passed.
   Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley,

Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Joey Prestley, seconded by Ald. Alyssa Proffitt to adopt.
Motion Passed.
Yes-Jennifer Grant, Jim Hutchison, William Morgan, Bill Galvin, Craig Stevens, Joey Prestley, Alyssa Proffitt, Brian Johnson, Ben Delie, Melinda Eck, Kathy Hinkfuss, Jim Ridderbush, No-None, Abstain-None.

7. Miscellaneous Ordinance No. 08-25
   An Ordinance providing for Detachment of a portion of The City of Green Bay, Brown County, Wisconsin, to The Village of Bellevue, Brown County, Wisconsin

8. Miscellaneous Ordinance No. 09-25
   An Ordinance providing for Attachment of a portion of The City of Green Bay, Brown County, Wisconsin, from The Village of Bellevue, Brown County, Wisconsin

## R. REFERRAL OF PETITIONS & COMMUNICATIONS.

## S. ADJOURNMENT.

1. Next Meeting: December 16, 2025

2. Adjournment of the Tuesday, December 2, 2025, meeting of the Common Council.

## Clean Energy

- **Goal**
  - 100% clean energy and carbon neutrality for the City of Green Bay by the year 2050 (Resolution 5/4/2021).
- **Research, Data, or Evidence**
  - *Clean Energy Green Bay Plan* – adopted December 2023
- **Actions**
  - In Q1 2026, define internship opportunities and expectations for college students to support achievement of the City's clean energy and carbon neutrality targets.
  - Collaborate with the Sustainable Business Council to deliver the Green Bay Accelerator Cohort program by Q3 2026, in support of the City's Clean Energy Plan.
  - Provide three outreach touchpoints to the Large Energy Users workgroup to advance the City's Clean Energy Plan by year-end 2026.
- **Target Dates**
  - Internship Opportunities and Expectations – Q1 2026
  - Deliver Green Bay Accelerator Cohort – Q3 2026
  - Three Touchpoints to Large Energy Users – EOY 2026
- **Partners**
  - Internal City Employee Energy Team
  - WPS
  - Wisconsin Local Government Climate Coalition
  - Green Bay Metro Transit
  - Green Bay Water Utility
  - Green Bay Neighborhoods
  - Focus on Energy
  - Large Energy Users group
  - Sustainable Business Council
- **Funding Source**
  - Daybreak Fund grant (to Sustainable Business Council) for GB Accelerator cohort
- **Point People**
  - Jenny Brinker, Christa Kananen

**Community Engagement**

- **Goal:** Build relationships across the private, public, nonprofit, education, and youth sectors to foster community participation in local sustainability initiatives.
- **Research, Data, or Evidence:**
    - Studies on community engagement in effective local governance
        - Loeffler, Elke, and Tony Bovaird. "From Engagement to Co-Production: The Contribution of Users and Communities to Outcomes and Public Value." Voluntas, 23 (4): 1119–1138 , 2012.
        - Putnam, Robert D. Bowling Alone: The Collapse and Revival of American Community. Simon & Schuster, 2000.
        - Rowe, G., & Frewer, L. J. (2000). Public Participation Methods: A Framework for Evaluation. Science, Technology, & Human Values, 25(1), 3-29. https://doi.org/10.1177/016224390002500101 (Original work published 2000)
    - Existing community engagement programs in other WI municipalities (e.g., Dane, MKE)
- **Actions:**
    - Establish & promote a central list of sustainability-related volunteer projects, in collaboration with City staff and local partners.
    - Coordinate with the outgoing Clean Energy Connector, to ensure resources and connections established during their tenure are not lost and to identify opportunities to continue this important work.
- **Target Dates:**
    - Meet with the Clean Energy Connector to initiate handoff by the end of Q1 2026.
    - Establish a list of sustainability-related volunteer projects by the end of Q4 2026.
- **Partners:**
    - Green Bay Conservation Corps
    - Local schools (e.g., Green Bay Area Public Schools)
    - Higher education institutions (e.g., UW-Green Bay, NWTC)
    - Youth organizations (e.g., Boys & Girls Club, Youth Action Council)
    - Wisconsin K–12 Energy Education Program (KEEP)
    - WI Youth Engagement Coalition + Conservation Corp
- **Funding Sources:**
    - None needed at this time
- **Point People:** Christa Kananen, Maria Otto, Ned Dorff

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

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

November 20, 2025

Clean Energy / Energize Green Bay Campaign updates

Submitted by Alex Galt, Clean Energy Connector

- Grow Solar – Green Bay, the group purchase program the City of Green Bay partnered with the Midwest Renewable Energy Association has now concluded. The program provided solar PV systems to 20 households in NE Wisconsin. Half of these were within Green Bay city limits, about 3/4s in the greater Green Bay area. In all, this added 70 kW of additional solar PV to the City's grid.
- With substantial solar PV arrays under construction by the Green Bay Area Public Schools at East High School and Lombardi and Washington Middle Schools, overall, the City of Green Bay permitted ~ 1.2 mW of solar PV in 2025. To put that into perspective, during the ten years prior, 1.5 mW of solar PV was installed.
- As the 2025 public outreach season ends, we've engaged approximately 1,450 people this year through one-on-one conversations. The quality of these interactions varied—some were quite in-depth, others more surface-level, and a few were unproductive. It remains difficult to assess the overall impact of this work. Promoting independent events, such as those we hosted earlier in the year with neighborhood associations, proved to be of limited value. For future outreach efforts, I recommend focusing on farmers markets—especially the Saturday market—and other venues where people are already gathered.
- As the Energize Green Bay campaign enters its fourth quarter and the IRA provisions that it was designed to promote begin to sunset, we are shifting our focus toward addressing the extreme energy burden faced by low-income families in Green Bay. We're doing this in several ways:
    - The Energize! Green Bay board game will be distributed via foamcore stands that will be sited in various well trafficked places in Green Bay.
    - Educating leaders within local community-based organizations (CBO) about energy efficiency and clean energy - hopefully in partnership with Brown County United Way, who can provide access to up to 32 local organizations.
- We are also working to create an online resource for small business owners. We have begun talking to The New North.

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**TO: Sustainability Commission**

**FROM:** Melissa M. Schmitz

**DATE:** November 20, 2025

**RE: Staff Report**

Over the past couple months, I continued advancing several key resiliency and clean energy initiatives for the City of Green Bay. Much of this work centered on supporting the East River Flood Solutions wetland restoration projects, including preparing narrative sections and refining materials for grant submissions. I continue to manage grants for East River flood resiliency, Connect the Bay, and the Energy Efficiency and Conservation Block Grant. Time was spent reviewing project budgets, monthly invoices, matching requirements, and consultant scopes to ensure alignment with funding opportunities and project timelines.

In support of the Clean Energy Green Bay Plan, I advanced planning related to municipal solar installations, including refining potential system sizes for the East and West Side Garage. I also began evaluating the next phase of the Energize Green Bay campaign with the Clean Energy Connector as IRA incentives begin to sunset.

Additional efforts included coordinating with partners to strengthen long-term flood resiliency planning, contributing time with department staff for planning a food waste compost pilot and a No Mow May replacement initiative. Alternative funding mechanisms for stormwater and flood mitigation infrastructure were investigated.

Overall, recent work involved project management, grant development, and cross-departmental coordination to support the City's long-term climate resilience and clean energy goals.

# 2026 Council/Committee Meetings—Senior Staff

| Standing Committees, week of | Council |
|---|---|
| January 12 | January 20 |
| January 26 | February 3 |
| February 9 and 23 | March 3 |
| March 9 | March 17 |
| March 23 and April 13 | April 21 |
| April 27 | May 5 |
| May 11 | May 19 |
| May 25 | June 2 |
| June 8 | June 16 |
| June 22 | July 7 |
| July 13 | July 21 |
| July 27 and August 10 | August 18 |
| August 24 or September 7 | September 15 |
| September 28 | October 6 |
| October 12 | October 20 |
| October 26 | November 10 (council only) |
| November 12--Joint Finance & Personnel (3 pm) | November 17 (budget only—4:30 pm) |
| November 9 or 23 | December 1 |
| December 7 or December 14 | December 15 |
| December 21 or 28 and January 11 | January 19, 2027 |
| | |

| Election Days-2026 | Absentee Ballots go out | In-person Absentee Voting |
|---|---|---|
| February 17 | January 28 | 2/9 to 2/13 |
| April 7 | March 11 | 3/24 to 4/3 |
| August 11 | June 25, 2026 | 8/3 to 8/7 |
| November 3 | September 17, 2026 | 10/20 to 10/30 |

Report to the
Common Council
of the City of Green Bay

## MEETING DATE

December 16, 2025

## AGENDA ITEM # J.1

Presentation on Citywide Performance Management

## BACKGROUND

Ishu Gupta, Bloomberg Harvard City Hall Fellow working with the City of Green Bay since September 2024 will provide an update on the City of Green Bay's progress in establishing a Performance Management program to improve service delivery, transparency, and accountability. The presentation will cover the foundational work completed over the past year, including data governance and the development of organizational Key Performance Indicators (KPIs). Council will see how performance measures will be used to track results, identify improvement opportunities, and inform budgeting and policy decisions.

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

None

**RESOLUTION ESTABLISHING POLLING LOCATIONS AND ALTERNATE IN-PERSON ABSENTEE VOTING SITES FOR THE 2026 SPRING PRIMARY AND GENERAL ELECTIONS IN THE CITY OF GREEN BAY**

December 16, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, in accordance with Wis. Stats. § 5.25, the City of Green Bay is required to identify and publish the location of polling places for all elections; and

WHEREAS, the City Clerk has identified certain additional locations that may be used as polling places in the event of an emergency; and

WHEREAS, in accordance with Wis. Stats. § 6.855, the City of Green Bay is authorized to operate alternative sites for in person absentee voting; and

WHEREAS, offering in-person absentee voting at more sites offers greater opportunities to voters throughout the City;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay does hereby establish polling places for wards of the City of Green Bay, as well as additional polling places to be used in the event of an emergency, as identified in the attached Exhibit A, incorporated herein by reference, for the Spring Primary on February 17, 2026 and the Spring General Election on April 7, 2026.

BE IT FURTHER RESOLVED that the City Clerk offer in-person absentee voting at any of the following alternate locations for the Spring Primary on February 17, 2026, and the Spring General Election on April 7, 2026:

1. City Hall, 100 N. Jefferson St., Room 101
2. St. Bernard's Church, 2040 Hillside Lane
3. One Way Christian Church, 2071 9th Street

Approved_____

_____
Eric Genrich, Mayor

LAW
Attachment – Exhibit A

# Exhibit A

## Polling Locations:

Spring Primary Election – February 17, 2026
Spring General Election – April 7, 2026

| wards | location | address |
|---|---|---|
| 1 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 2 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 3 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 4 | Christ of the Bay | 450 Laverne Dr. |
| 5 | Christ of the Bay | 450 Laverne Dr. |
| 6 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 7 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 8 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 9 | St. Bernard's Church | 2040 Hillside Ln. |
| 10 | St. Bernard's Church | 2040 Hillside Ln. |
| 11 | Central Assembly Church | 831 Schoen St. |
| 11A | Central Assembly Church | 831 Schoen St. |
| 12 | Central Assembly Church | 831 Schoen St. |
| 12A | Central Assembly Church | 831 Schoen St. |
| 13 | First United Church | 509 S. Webster Ave. |
| 14 | Union Congregational Church | 716 S. Madison St. |
| 15 | GB Water Utility Conference Rm | 631 S. Adams St. |
| 16 | Triangle Hill Park Shelter | 500 Beverly Rd. |
| 17 | Triangle Hill Park Shelter | 500 Beverly Rd. |
| 18 | Atonement Church | 2132 Deckner Ave. |
| 19 | Atonement Church | 2132 Deckner Ave. |
| 20 | Wildlife Sanctuary DRC Learning Ctr | 1660 E. Shore Dr. |

| | | |
|---|---|---|
| 21 | Green Bay Labor Temple | 1570 Elizabeth St. |
| 22 | Wildlife Sanctuary DRC Learning Ctr | 1660 E. Shore Dr. |
| 23 | Wildlife Sanctuary DRC Learning Ctr | 1660 E. Shore Dr. |
| 24 | Green Bay Metro | 901 University Ave. |
| 25 | Green Bay Metro | 901 University Ave. |
| 26 | Salvation Army | 626 Union Ct. |
| 27 | First Presbyterian Church | 200 S. Ashland Ave. |
| 28 | Redeemer Church | 210 S. Oneida St. |
| 29 | Perkins Park Shelter | 600 N Fisk St |
| 30 | St. Joseph Church--Holy Grounds Café | 936 9th Street |
| 31 | Calvary Church | 1301 S. Ridge Rd. |
| 32 | Calvary Church | 1301 S. Ridge Rd. |
| 33 | Green Bay Water Utility Conference Room | 631 S. Adams St. |
| 34 | Redeemer Church | 210 S. Oneida St. |
| 35 | Trinity Church | 330 S. Broadway |
| 36 | St. Joseph Church--Holy Grounds Café | 936 9th Street |
| 37 | St. Paul's Church | 341 Wilson Ave. |
| 37A | St. Paul's Church | 341 Wilson Ave. |
| 38 | St. Jude's Church | 1420 Division St. |
| 39 | St. Jude's Church | 1420 Division St. |
| 40 | Living Hope Church | 1839 W. Mason St. |
| 41 | Living Hope Church | 1839 W. Mason St. |
| 42 | Living Hope Church | 1840 W. Mason St. |
| 43 | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| 44 | Bridge Point Church | 2421 W. Point Rd. |
| 45 | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| 45A | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| 46 | Church of Christ | 2683 W. Point Rd. |

| | | |
|---|---|---|
| 47 | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| no ward assigned | John Muir Park Shelter | 1761 Biemeret St. |
| no ward assigned | City Hall | 100 N Jefferson St |
| | | |
| Alt IPAV Location | City Hall | 100 N Jefferson St., Rm 101 |
| Alt IPAV Location East | St Bernard's Church | 2040 Hillside Ln. |
| Alt IPAV Location West | One Way Christian Church | 2071 9th St. |

Celestine Jeffreys
City of Green Bay Clerk
100 North Jefferson Street • Room 106
Green Bay, Wisconsin 54301-5026
celestine.jeffreys@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

December 12, 2025

To: Green Bay Common Council
From: Mayor Genrich
Clerk Jeffreys
Re: Nominations for Poll Workers, 2026-27 Term

Members of Council,

On the attached pages you will find lists of Republican-nominated poll workers, Democratic-nominated poll workers and unaffiliated poll workers pursuant to Wis. Stat. § 7.30. Please note that none of the affiliated poll workers are designated at "first choice nominee."

## Republican-Nominated Poll Workers, 2026-27

| Last Name | First |
|---|---|
| Allman | John |
| Anagnost | Jim |
| Blackman | David |
| Chilson | Susan |
| Constine | James |
| Del Marcelle | Gigi |
| Dewan | Matt |
| Duckett | Sandra |
| Dudek | Joyce |
| Eck | Melinda |
| Eckers | Jean |
| Eckers | Terry |
| Fahlstorm | Greg |
| Flegal | Karen |
| Groth | Sandy |
| Hedsand | Renee |
| Heilmann | Gary |
| Holland | Donna |
| Holtz | Karolyn |
| Hrybesky | Chuck |
| James | Bernadine |
| James | Roger |
| Kape | Steve |
| Klasen | James |
| Klimek | Sandy |
| Kraft | Judy |
| Kuehl | Clifton |
| Lemieux | Jeffery |
| Lensing | Joanne |
| Liddicoat | Scott |
| Marto | Jeffrey |
| Melchior | Toni |
| Myers | Ruth |
| Nommensen | Arnold |
| Nommensen | Carol |
| Oroyan | Bill |
| Pagel | Mona |
| Pfitzinger | Eve |
| Piefer | Jacqueline |

## Republican-Nominated Poll Workers, 2026-27

| Last Name | First |
|---|---|
| Pratt | Brittany |
| Riopelle | James |
| Saldana | Robin |
| Schroeder | Chad |
| Schuette | Pat |
| Strassburger | Benson |
| Tonelli | Christine |
| Vassallo | Colleen |
| Vlahadamis | Gus |
| Volm | Al |
| Williams | Kevin |
| Wilson | Catherine |
| Sipes | Theresa |
| Briarmoonx | Lori |
| Brenwell | Mike |

## Democratic-Nominated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Badillo | David |
| Bellin | Nichole |
| Belongia | Dan |
| Bertaud | Erik |
| Bialkowski | Kathy |
| Burger | David |
| Cantrall | Suellen |
| Delie | Debra |
| Dorff | Edward |
| Edwards | E. Wayne |
| Fleming | Amy |
| Flood | Karen |
| Gagan | Mary |
| Gallagher | Lauren |
| Gerlach | Lynn |
| Gerrits | Steven |
| Halgrimson | Barry |
| Hansen | Becky |
| Hansen | Mary |
| Hatt | Graceanne |
| Hohenstein | Gail |
| Holmes | Wendy |
| Howard | Davie |
| Kirschling | Kris |
| Klemp | Mary |
| LaBrosse | Paul |
| Larkey | Michael |
| Lee | Terry |
| Lor | John |
| Loving | Bil |
| Lynch | Krista |
| Murphy | Elizabeth |
| Nelson Nasto | Barbara Ann |
| Ridderbush | Bonnie |
| Ritchie | Erika |
| Rowe | Samantha |
| Scott | Jo Allison |
| Siebold | Kurt |
| Slavek | Martin |
| Smith | Dawn |
| VandenPlas | Bruce |
| Vanderbloemen | Pamela Kay |

## Democratic-Nominated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Warpinski | Mark |
| Welter | Martin |
| Winchester | Tamra |
| Yagodzinski | Janice |
| Zenz | Diane |
| Jordan | Constance |
| Meredith | Jennifer |
| Ullmer | Bill |
| Pokladowski | Laurel |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Ackley | Jody |
| Adkins | Karen |
| Aerts | Florence (Fluffy) |
| Alexander | Michelle |
| Allard | Judith |
| Allen-Schneider | Catherine (Cathy) |
| Anderson | Connie |
| Anderson | Robert |
| Anton | Maureen |
| Arcand | Marcia |
| Arendt | Betty |
| Baeten | Michael |
| Ballard | James |
| Bentley (Barchacky) | Lacey |
| Bardouche | Randy |
| Barker | Rosalind (Roz) |
| Beall | Daniela |
| Bell | Lawrence |
| Belanger | John |
| Belongea | Lindsey |
| Bennett | Christine |
| Bessert | Kathleen |
| Bieda-Kyles | Carolyn |
| Bina | Mary |
| Blank | Timothy |
| Boland | Lynn |
| Boldt | Gayle |
| Boncher | Roxanne |
| Borzick | Terrie |
| Bozile | Barry |
| Brand | Mary |
| Brandt | Emily |
| Brandt | Irina |
| Brickner | Sally Ann |
| Brilliot | Kaitlyn |
| Brost | Michael |
| Brownell | Constance |
| Buchholz | Beatrice |
| Bunker | Lucy |
| Burrows | Sandra |
| Butler | Stefani |
| Buxton | Sarah |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Caldie | Dawn |
| Caldwell | Leslie |
| Calewarts | John |
| Calewarts | Kenneth |
| Canadeo | Dawn |
| Carrier | John |
| Casbourne | Annelise |
| Casbourne | Michael |
| Castellanos | Constance |
| Charles | Marcela |
| Christiansen | Deirdre |
| Cieslewicz | Susan |
| Coen | Edward |
| Collins | Heather |
| Coniff | Barbara |
| Cook | Dawn |
| Cook | Julia |
| Courtney | Pat |
| Crowder | Loanne |
| Cubitt | Sally |
| Curro-Kinard | Jane |
| Curtis | Karen |
| Dahlke | Nancy |
| Dall | Chad |
| Damp | Steven |
| Darga | Mary |
| Daul | Doug |
| DeBroux | Taylor |
| Delforge | Larry |
| Delwiche | Walter |
| Demille | Jill |
| Demuth | Jody |
| Deneys | Jan |
| Derenne | Rebecca |
| Desotell | Nancy |
| Diederich | Michelle |
| Donarski | Sue |
| Dopke | Audry |
| Drew | Patrick |
| Drosner | Dennis |
| DuBois | Deborah |
| Dufek | Steven |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Dunn | Kathy |
| Eckers | James (Jim) |
| Eifler | Mary |
| Ellerbee | Carol |
| Erickson | Clayton |
| Erickson | Jill |
| Evgenides | Molly |
| Everman | Tommy |
| Falk | David |
| Falk | LuAnn |
| Falk | Stacy |
| Falk | Stephanie |
| Fameree | Sherrie |
| Feemster | Kathleen |
| Fermanich | Jill |
| Flemal | Kathleen |
| Fontaine | Clinton |
| Frailey Sr | Nathan |
| Frankow | Stuart |
| Frederic | Amy |
| Friebe | Kristine |
| Fritz | Joyce M |
| Funmaker | Janet |
| Gagnon | Bert |
| Gagnon III | Joseph |
| Gales | Connie |
| Gaumer Hutchison | Denise |
| Genrich | Robert (Jim) |
| Gentz | Betty |
| Getschel | Janice |
| Geurts | Lana |
| Gibson | Mary Lee |
| Giese | Lois |
| Giesen | Terry |
| Gilsoul | June |
| Glaeser | Mary |
| Goff | James |
| Goodletson | Courtney |
| Gorczany | Michael |
| Goulding | Mary |
| Gray | Ann |
| Grenier | Steve |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Griffiths | Sarah |
| Grosenick | Thomas |
| Grossmeyer | James |
| Grunwald | Marguerite (Meg) |
| Gusmer | Theodore |
| Gustafson | Ilene |
| Guzzonato | Nanette |
| Haen | Bernard |
| Haltaufderheid | Cora |
| Hamilton | Todd |
| Hare | Tami |
| Harris | Debra |
| Hartman | Ann |
| Haskins | Steven |
| Hautala | Cassandra |
| Hawk | Carolyn |
| Heemstra | Kevin |
| Helgeson | LuAnn |
| Hencke | Pamela |
| Herman | Bruce |
| Herman | Wendy |
| Hetzel | Terry |
| Higgins | Bethany |
| Hinkfuss | Janet |
| Hitchcock | Martha |
| Hoeft | Peter |
| Hogan | Jill |
| Hoppe | Ian |
| Houge | Tim |
| Huetter | Helen |
| Hujet | Carl |
| Hulback | Matthew |
| Hummel | Stephanie |
| Hunkel | David |
| Huntowski | Catherine |
| Hutchins | Larisa |
| Hutchison | Debora |
| Hyde | Linda |
| Jadin | Jane |
| Janowski | Sheila |
| Janquart | Alice |
| Janquart | Thomas |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Janus | Joyce |
| Jensen | Gerald |
| Jensen | Patricia |
| Jensen | Rose |
| Johnson | Mary |
| Johnson | Patricia |
| Johnson | Thomas |
| Juley | Matthew |
| Jung | Wendy |
| Kaczmarek | Matthew |
| Kamps | Sarah |
| Kane | Nancy |
| Karls | Steven |
| Kasper | Donald |
| Kasper | Michelle |
| Kasper | William |
| Kassner | Frances |
| Kaye-Renkas | Jeanne |
| Keeping | April |
| Kemper | John (Jack) |
| Keneklis | Judith |
| Kersten | Dylann |
| Kindt | Mary Beth |
| Klak | Richard |
| Kleman | Lisa |
| Kline | Mary |
| Knill | Jeanette |
| Koehler | James |
| Koeppler | Dianne |
| Kohout | Brett |
| Komro | Marie |
| Kornowski | Kathryn |
| Kostac | Dennis |
| Kostac | Joan |
| Krall Nelson | Tania |
| Krauss | Mary |
| Krawczyk | Judy |
| Krawczyk | Vernon |
| Krueger | Susan |
| Kruize | Meredith |
| Laes | LeeAnn |
| Lambert | Steven |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Larscheid | Ann |
| Larson | Glenn |
| Laundrie | Anne |
| Lee | Jonathan |
| Lefebvre | Kathy |
| LeFevre | Lonie |
| Legois | Jessica |
| Lehman | Emma |
| Lemerande | Christine |
| Lemirand | Carol |
| Lewis | Tim |
| Ludolph | Ted |
| Luedeman | Carla |
| Lundquist | Jon |
| Lynch | Cassandra |
| Lynn | Deborah |
| MacDonald | Joene |
| Mack | Rose |
| Maes | Holly |
| Manthey | James |
| Marquart | Doug |
| Martens | Richard |
| Mcarthey | Jean |
| McDaniel | Michelle |
| McGovern | Michelle |
| McGowan | Richard |
| McIntire | Franklin |
| McNamara | Joseph |
| Meltesen | Amy |
| Menke | Stacy |
| Merchak | Rebecca |
| Meyer | Marne |
| Moens | Greg |
| Molitor | Karen |
| Mommaerts | Nancy |
| Morin | Patti |
| Moreau | Rachel |
| Morreau | Sherry |
| Mueller | Mary |
| Muhl | Jane (Verna) |
| Mullen | Michael |
| Murphy | John |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Nadolski-Spears | Elizabeth |
| Negratti | Linda |
| Nelson | Douglas |
| Nelson | Romelle |
| Ness | Mary |
| Nesvet | Rebecca |
| Nienow | Sherry |
| Nikowitz | Claire |
| Nistler | Audrey |
| Nistler | Paul |
| Noordyk | Julia |
| Nordhaus | Janice |
| Nys | Dianna |
| OConnor | Kelley |
| O'Neil | Draven |
| O'Neill | Katy |
| Ohlson | Anita |
| Ohlson | Robert (Bob) |
| O'Leary | Luanne |
| Olson | Patricia |
| Ondrus | Cheryl |
| Ondrus | John |
| Orgeman | Pat |
| Palmbach | Jolynn |
| Pappas | Mary |
| Paulsen | Karen |
| Perez | Barbara |
| Perkins | Maureen |
| Person | Kris |
| Petras | Tammy |
| Phillips | Rebecca |
| Pierre | Lydia |
| Pierre | Sara |
| Pigeon | Amanda |
| Piontek | Jacob |
| Poli | Kim (he/him) |
| Popp | Sandra |
| Powers | Charity |
| Powless | Patricia |
| Powless | Sharon |
| Pressnall | Rebecca |
| Pribbernow | Mary |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Puissant | Robert |
| Purdy | Jerah |
| Puyleart | Daniel |
| Quigley | Jill |
| Quigley | John |
| Quinn | Brad |
| Racine | Terri (Teresa) |
| Rafferty | Lisa |
| Rasmussen | Alan |
| Rauscher | John |
| Ravey | Colleen |
| Reilly | Leslie |
| Reyes Martinez | Ruby |
| Reynolds | Carol |
| Ring | Barbara |
| Robinson | Barbara |
| Robishaw | David |
| Roeser | Meribeth |
| Rompa | Kevin |
| Rompa | Maureen |
| Rose | Deb |
| Rose | Larry |
| Roskom | Lisa |
| Rugg | Deborah |
| Ryan | James |
| Sachs | MaryLu |
| Samson | Kathleen |
| Sauer | Margaret |
| Schiavo | Diane |
| Schley | Karen |
| Schmidt | Ellen |
| Scholes | Douglas |
| Scholes | Marsha |
| Schroeder | Marsha |
| Schroeder | Karl |
| Schultz | Nancy |
| Schultz | Theresa |
| Schulz | Catherine |
| Seitz | Steven |
| Seitz | Terri |
| Grogan-Seleen | Mary |
| Seleen | William |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Servais | Theresa |
| Sette | Ryan |
| Sevcik | Carol |
| Siewert | Nancy |
| Silva Lewis | Zoraida |
| Sims | Otis |
| Sinkewicz | Collette |
| Skalmoski | Melanie |
| Skenandore | Alice |
| Slamp | Judith |
| Smith | Chad |
| Smith | Samantha |
| Sokol | Kenneth |
| Spang | Judith |
| Sperbeck | Melissa |
| Spevacek | Glenn |
| Spilker | Rebecca |
| Splan | Darrell |
| Staeven | Betty |
| Stanczyk | Gary |
| Stebor | Carla |
| Stebor | Terry |
| Steffel | Nancy |
| Steffel | Sherry |
| Steffens | Judith |
| Steuer | Mark |
| Stevens | Cynthia |
| Storzer | Beverly |
| Sturke | Beverly |
| Sturzl-Price | Patricia |
| Stuyvenberg | Lee |
| Summers | Dorothy |
| Sundquist | Elizabeth |
| Susen | Vicki |
| Tapley | Russell |
| Tease | Dale |
| Teebo | Mary |
| Tennie | John |
| Tennie | Lynne |
| Tenor | Linda |
| Tiegs | Sally |
| Tilkens | Carol |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Trieb | James |
| Trondson | Kelly |
| Ubbelohde | Lisa |
| Underhill | Margaret |
| Van Cuyk | Sheila |
| Van Den Elzen | Jennifer |
| Vandermause | Cynthia |
| Vandermause | Mike |
| Van Gemert | Karen |
| Van Horn | Les |
| Van Horn | Lisa |
| Van Laanen | Jeffrey |
| Van Roy | Denis |
| Van Roy | Jean |
| VanBellinger | Sherry |
| Vande Hei | Sue |
| Vann | Aaron |
| Vasiliev | Madeline |
| Verheyen | Jill |
| Vertz | Wendy |
| Vickman | Deborah |
| Volm | Mary Jane |
| VonDras | Mary |
| Walker | Neil |
| Wall | James |
| Watkins | Beverly |
| Watts | Mary |
| Weeks | Denise |
| Wehrle | Robert |
| Weidner | Nancy |
| Weissbuch | Shmouel |
| Welch | Nancy |
| Wendt | Barbara |
| Wheat | Elizabeth |
| White | Eunice |
| Wilkey | Jeffrey |
| Williams | Chetan |
| Wilson | Amber |
| Wilson | Cheryl |
| Wilson | Jessica |
| Wilson | John |
| Wilson | Richard |

## Unaffilated Poll Workers 2026-27

| Last Name | First Name |
|---|---|
| Wimmer | Mark |
| Wishart | Christine |
| Wiskow | Jeanne |
| Wisneski | Michael |
| Wleczyk | Susan |
| Wolf | Cheryl |
| Wolff | Brian |
| Wolff | Jane |
| Wuest | Charllain |
| Young | Ricky |
| Younger | Charon |
| Younger | David |
| Yang | Mary Lou |
| Zelse | Roger |
| Zickert | Colleen |
| Ziemnick | Linda |
| Ziolkowski | Cynthia |
| Zorn | Christina |
| Zurita | Adrian |

# DEVELOPER'S AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE

This Agreement is made this ___day of _____, 2025, by and between TJDM, LLC, (hereinafter the "Developer") and the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin (hereinafter the "City").

WHEREAS, the Developer is the owner of lands within the City described as:

Tax Parcels 22-SC199, 22-SC198, 22-SC198-1, 22-SC204, 22-SC208, 22-SC196, 22-SC195-3, 22-111, 22-124, 22-106, and 22-120

More specifically, these current Tax Parcel ID's are represented graphically on the map included as Attachment A to this Agreement; and

NOW, THEREFORE, in consideration of the approval by the City of the site plan and associated utility plans prior to the installation and completion of all required improvements, it is agreed as follows:

I. **Installation of Improvements.** Improvements include all projects identified in Section I, Subsections A through B (hereinafter "Improvements"). All Improvements shall be constructed by the Developer in accordance with design plans submitted by the Developer and approved by the Director of Public Works (hereinafter "Director"). Said plans and materials used shall comply with the current edition of the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction including all supplements, unless otherwise approved by the Director. The applicable design plans shall be approved by the Director prior to commencement of construction of each Improvement. The Director, in his sole determination, may order amendments to the approved plans in the event that actual conditions of the site upon inspection require said amendments to ensure the safety, quality and durability of the Improvements. The Developer is further responsible for obtaining any and all necessary permits for the Improvements. A copy of all permits issued by agencies, other than the City, shall be submitted to the Director. The Developer may begin work on the Improvements upon conditional approval of the site plan and upon Developer obtaining all necessary permits. All Improvements shall be constructed by a contractor hired by the Developer subject to the approval of the City, which approval shall not be unreasonably withheld.

Any and all Contractors or Subcontractors retained by the Developer who will work within existing or proposed right-of-way, or existing or proposed City-owned easements, shall have required bonding and insurance on file with the City Risk Management Division and current Bidders Proof of Responsibility with the Department of Public Works before starting such work.

**A. Water Distribution**

1. The Developer shall furnish, construct and install a Pressure Reducing Valve (PRV) Station near the intersection of Scottwood Drive and E. Circle Drive to service the Development. In addition to the new PRV, Developer shall furnish, construct and install three (3) closed valves on existing water main along Sussex Road between Scottwood Drive and Wiggins Way, at the east terminal end of Baywatch Drive, and at the east terminal end of Church Road.

2. All work on the proposed improvements shall be consistent with the requirements identified in the Green Bay Water Utility memo included as Attachment B of this Agreement

**B. Erosion Control Plan.**

1. Prior to the commencement of construction, the Developer must receive approval from the City of an erosion control plan that conforms to City, state and federal laws and regulations. The Developer shall comply with the approved erosion control plan at all times or be subject to daily citations and penalties.

2. It is the Developer's responsibility to ensure permits are also received from any other state or federal agency as may be required, including under NR 216 of the Wisconsin Administrative Code.

3. In the event the Developer fails to comply with the erosion control plan and fails to take timely and corrective action with respect to correction orders, the City may take any action reasonably necessary to implement the approved erosion control plan and all costs to implement said plan shall be the responsibility of the Developer. In this event, the City may draw upon the Developer's letter of credit under Section IV, Subsection C of this Agreement to cover the costs of implementing the erosion control plan.

**II. Permits and Fees.**

**A. Building Permits.** The City shall allow the Developer to apply for and receive building permits concurrently with the construction of infrastructure being constructed under this Developer's Agreement.

**B. Reimbursement of City Costs.**

1. The Developer shall reimburse the City for any and all costs, including wages, salaries, benefits and administrative costs, related to City review and approval of plans and design, for inspection of the Improvements, and for conversion of the Developer's as-built documentation into the City's permanent record system (GIS). The City shall invoice the Developer the actual wage and benefit costs plus a 20% administrative charge. Developer shall submit payment of this invoice within 30 days of receipt of each invoice.

2. The Developer shall pay the actual costs for inspection and testing of the Improvements and materials used therein that are performed by independent agencies.

## III. Dedication of Improvements.

### A. Completion Date.

1. All Improvements shall be completed by October 30, 2026 (hereinafter the "Completion Date").

2. Developer's performance hereunder shall not be subject to breach if due to force majeure, including but not limited to acts of God, weather, strikes, shortages in materials and labor.

3. In the event the Improvements are not completed by the Completion Date, except where due to force majeure, including acts of God, weather, labor strikes or severe shortages in labor or materials, the City may perform, install, replace, repair, construct or arrange for the performance, installation, replacement, repair or construction of any work or improvements not completed by the Developer in accordance with this Agreement and the City's standard specifications. Prior to proceeding with such performance, installation, replacement, repair or construction, the City shall give the Developer written notice of any deficiency in the Developer's performance and allow not less than 30 calendar days for the Developer to correct such deficiency. The Developer shall pay the City all costs associated with such performance, installation, replacement, repair or construction. The City may draw on the letter of credit for such costs pursuant to Section IV, Subsection C of this Agreement.

### B. Inspection.

1. All Improvements and materials used in Improvements shall be inspected by the City, unless otherwise agreed to by the City.

2. Within 30 days of approval of Improvements, the Director shall report the satisfactory completion and recommend acceptance of the Developer's dedication of the Improvements to the Common Council.

**C. <u>As-Builts</u>.**

1. After completion of all public improvements and prior to final acceptance of the dedication of the Improvements, the Developer shall prepare and have approved by the City as-built documents. As-built documents shall be submitted as a hard paper copy and in electronic (AutoCad and PDF) formats.

2. Developer shall also provide a complete breakdown of costs for each improvement for accounting of City assets.

**D. <u>Dedication</u>.**

1. Subject to all of the other provisions of this Agreement and the exhibits hereto attached, the Developer shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same with the exception of sanitary and storm sewer laterals and water laterals lying outside of dedicated right-of-way, to the City, its successors and assigns forever, free and clear of all encumbrances whatever; together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to the Improvements, together with any and all necessary easements for access thereto.

2. Upon Developer meeting all of the terms of this Agreement, the City shall accept dedication of the Improvements. The City Clerk shall provide the Developer with a certified copy of the Common Council resolutions accepting Improvements hereunder which the Developer may record to evidence compliance with this Agreement.

3. Upon acceptance of the dedication of Improvements, the City shall have the right to connect, integrate or otherwise alter the Improvements as it deems necessary and without payment, notice or consent of the Developer. As long as said alternation does not negatively affect the said Improvement for Developer's Development

## IV. Warranties and Guarantees.

**A. Improvement Guarantee.** The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance of the dedication by the City as herein provided.

1. In the event of a defect or failure of any Improvement, Developer shall pay for the cost of repair and any corresponding damages resulting from the defect or failure of the Improvement.

2. If Developer fails to make the requested repairs within 30 days of written notice of the defect, the City may make the repairs and all costs associated with the repair shall be the responsibility of the Developer. The Developer may request reasonable extensions from the 30 day period. Such requests shall be made in writing to the Director.

3. Notice requirements shall not apply in emergency situations. In emergencies, the City may proceed with repairing the defect and shall submit notice of the defect and the repair to Developer within seven business days. The Developer shall be responsible for all costs associated with the repair.

**B. Title Warranty.**

1. The Developer warrants that the Developer is the owner of all property within the CSM, that the Developer has full right and authority to make the agreements, warranties, consents and waivers in this Agreement and that upon recording the resolution accepting dedication of the Improvements, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the CSM, this Agreement or other instruments required by this Agreement.

2. Prior to recording the CSM, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer has title as warranted above.

3. The Developer shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

C. **Letter of Credit.**

1. The Developer shall provide to the City an irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in the initial amount of $300,000 which shall assure the faithful performance of the Developer's obligations under this Agreement. Exhibit A is attached only to show the calculation used to determine the amount of the letter of credit. The letter of credit shall be payable to the City and shall be conditioned upon and guarantee to the City the performance by the Developer of its obligations under this Agreement. The letter of credit shall be approved as to form by the City Attorney.

2. The amount of letter of credit may be reduced from time to time by the request of the Developer and the approval of the Director in amounts equal to the value of Improvements which have been installed, completed and accepted by the City. In no event shall the amount of the credit be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted plus a 5% retainage.

3. Upon acceptance and dedication of all Improvements and upon payment of all outstanding invoices, the City shall release the letter of credit.

4. In lieu of a letter of credit, the Developer may place on deposit with the City of Green Bay a sum equal to the value of the letter of credit. This deposit shall be with a financial institution of the City's designation. Only the City of Green Bay Finance Director or Treasurer shall have access to the account. All other provisions of this section shall apply.

D. **Developer's Responsibility for Work.**

1. The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. The Developer is solely responsible for all safety issues arising out of the job site, including signage, barricades and any requirements to ensure the safety of all persons in or about the job site.

2. The Developer shall be responsible for all damage, bodily injury or death arising out of the work whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to its conduct of the work, the Developer shall provide other reasonable safeguards, including all proper

signage and barricades of the work site. Developer's responsibility under this subsection shall terminate when all improvements have been accepted by the City.

3. The Developer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, the Developer shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

   Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

4. The obligations and responsibilities of the Developer as set forth in this Agreement may be achieved by the Developer through subsequent contracts between the Developer and qualified third parties whereby such third parties may accept and assume such obligations and responsibilities, so long as all obligations and responsibilities are met to the satisfaction of the City.

**D. <u>Insurance Requirements</u>.**

1. The Developer shall not commence work under this Agreement until it has obtained the insurance required under this section. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City.

   **Worker's Compensation Requirements:** The Developer shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Developer shall provide statutory coverage for work related injuries and employer's liability insurance with limits of one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) disease policy limit, and one million dollars ($1,000,000) disease each employee.

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

**Commercial General Liability Insurance:** The Developer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars ($1,000,000) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (F) Per contract aggregate.

**Motor Vehicle Liability:** The Developer shall procure and maintain during the life of this Agreement, Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than one million dollars ($1,000,000) per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

**Professional Liability (Errors and Omissions):** The Developer shall procure and maintain during the life of this agreement a minimum of two million dollars ($2,000,000) each claim, three million dollars ($3,000,000) annual aggregate and any deductible not to exceed twenty-five thousand dollars ($25,000) each claim of professional liability insurance. The coverage shall continue for three (3) years after infrastructure dedication to the City.

**Contractors Pollution Liability (Occurrence Basis):** The Developer shall procure and maintain during the life of this agreement a limit of liability of one million dollars ($1,000,000), policy must include natural resources damage, as a minimum shall include waiver of subrogation endorsement in favor of the City.

**Umbrella Liability Insurance:** The Developer shall procure and maintain during the life of this Agreement five million dollars ($5,000,000) for bodily injury, personal injury and property damage in excess of coverage carried for Employer's Liability, Commercial General Liability and Motor Vehicle Liability as described above.

2. **Additional Insured:** The Developer shall name the City of Green Bay, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers Additional Insured on the Commercial General Liability and Vehicle Liability Policies. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

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

4. **Proof of Insurance Coverage:** The Developer shall provide to the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all polices shall also be furnished.

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

**E. Indemnification (Hold Harmless).**

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

or its elected and appointed officials, officers, employees, agents, representatives and volunteers.

In any and all claims against the City, it's elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the Developer, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefits acts.
No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions of this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

The Developer shall reimburse the City, its elected and appointed officials, officers, employees , agents ,representatives and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Developer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

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

Notwithstanding any other portions of this Agreement, there is no waiver intended nor is the Developer or its insurers estopped from reliance upon the limitations and immunities normally inuring to the benefit of the additional insured (indemnified entity) including immunities contained within Wisconsin law, including but not limited to those found in Wisconsin Statute S. 893.80.

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

F. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, provided they act within their scope of public employment, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

## V. Miscellaneous Rights and Provisions.

### A. Preservation of Assessment Rights.

In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments on the lots in the Plat/CSM for any amount to which the City is specifically entitled by virtue of this Agreement. This provision constitutes the Developer's consent to the installation by the City of all public improvements specifically required by this Agreement and acknowledgment of special benefit and the Developer's waiver of notice and hearing on, and consent to, all special assessment proceedings as described in Sec. 66.0703(7)(b) of the Wisconsin Statutes as they apply to the Improvements to be installed pursuant to this Agreement.

B. **Remedies Not Exclusive.** The remedies provided in this section are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

C. **Law to be Observed.** The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement. The Developer shall indemnify and save harmless, the City and all its agents, officers and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or order, whether by itself or its agents, employees or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices

necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

**D** **Amendments.** The City and the Developer may, by mutual written consent, amend this Developer's Agreement.

**E.** **Binding Effect.** The Developer warrants that it is the owner of all property within the Plat and has full right and authority to make this Agreement. This Agreement and the grants, warranties, obligations, consents and waivers contained herein shall run with the land and be binding upon the Developer, its successors and assigns including all individual lot owners within the Plat/CSM.

**F.** **Survey Monuments.** The Developer has certified that all survey or other monuments required by statute or ordinance have been properly placed and installed. Any monuments disturbed during construction of improvements shall be restored and certified by a Wisconsin Professional Land Surveyor.

**G.** **Zoning.** The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.

**H.** **Indemnification for Environmental Contamination.** The Developer shall indemnify, defend and hold the City, its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys, consultants and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to or in connection with the Plat or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances (as defined by Federal and State law) arising from any activity of the Developer occurring prior to the acceptance of all improvements, except if such toxic or hazardous substances were directly caused by the City, its officers, agents or employees. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or any other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up

operations as may be required by appropriate local, state or federal agencies to comply with applicable laws.

I. **Public Easements.** All easements dedicated to and accepted by the City or the public on the Plat/CSM or by this Agreement grant the City the right to construct, install, maintain, inspect, repair and replace the designated improvements in, on, over or under such easements. Lots within the Plat/CSM shall not be used in a manner which interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil and plant grass seed.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this _____ day of _____, 2025.

TJDM, LLC.

By_____
Connor Kosmoski, Managing Member

CITY OF GREEN BAY

By:_____
Eric Genrich, Mayor

By:_____
Celestine Jeffreys, Clerk

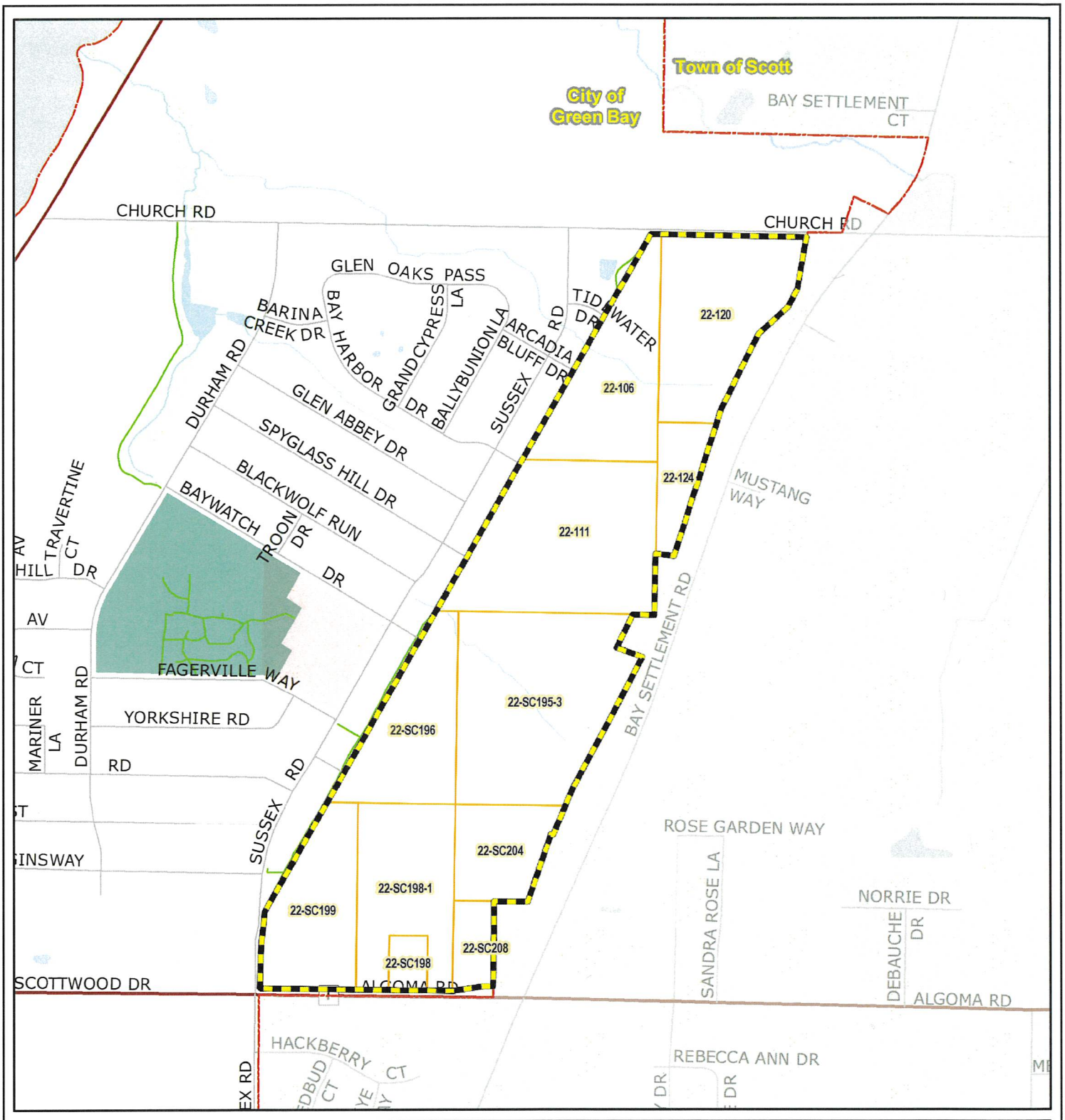
# Attachment A

# Map of Proposed Improvement Area

# And

# Identification of Current Tax Parcels

# Subject to Agreement




# KOS 167
# City of Green Bay

0 900 1,800 Feet

1 " = 900 '

1:10,800

## Legend

KOS Development Limits

KOS Parcels

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

Map prepared by City of Green Bay Department of Public Works, B. Rhode
Date Printed: 31 Jul 2024
X:\PubWorks\GIS_Projects\Misc\KOS_Development\KOS167_Development.mxd

GB - GIS

# Attachment B

# Green Bay Water Utility Memo

# Describing Work to be Performed

# Under Agreement

## Kosmoski Development (Sussex Road)

## Developer's Agreement Summary – Water Facilities (PRV Station)

The proposed 167-acre development is located on the northeast side of Green Bay, just east Sussex Road as shown in Figure 1.

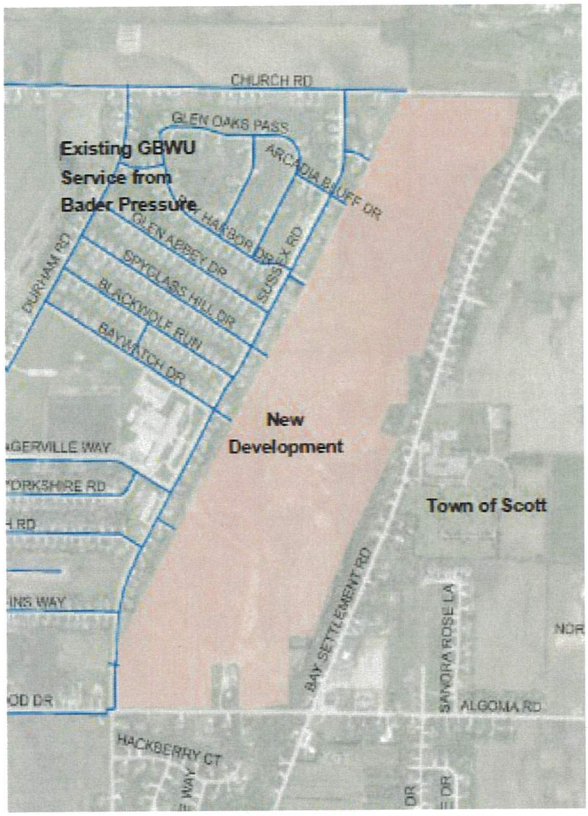
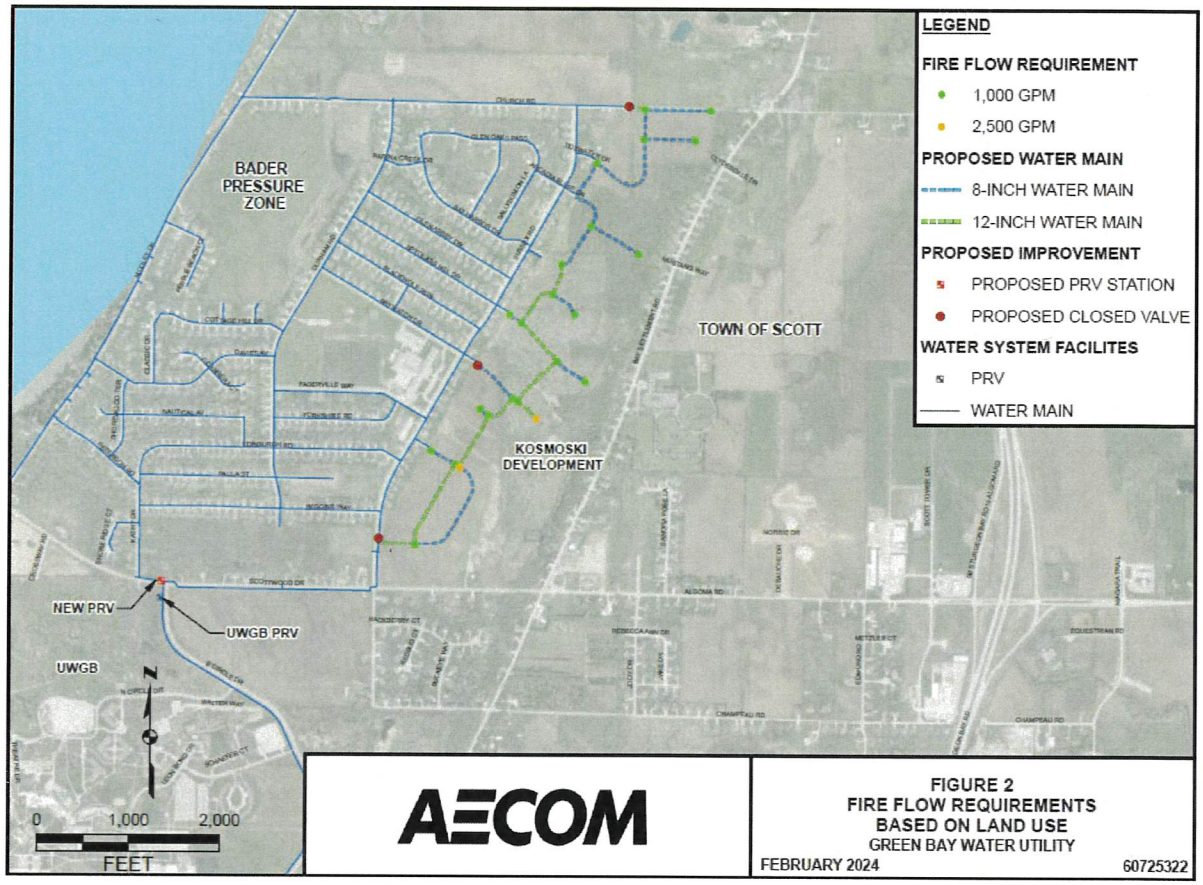



Figure 1: Kosmoski Development

In terms of the Green Bay Water Utility system, the proposed development is located in the far northeast reach of the Bader Pressure Zone. This pressure zone is served water by five pressure reducing valve (PRV) stations in total connected to the Utility's 36-inch dual transmission mains. The current hydraulic grade line (HGL) of the Bader Pressure Zone is approximately 279 feet (GB datum) and can serve ground elevations up to approximately 186 feet to provide adequate system pressure of 40 pounds per square inch (psi). The range of ground elevations in the proposed development along the proposed water main route (Figure 2) ranges from approximately 175 feet to 206 feet, which results in the creation of a new pressure zone to serve this development. The new pressure zone would maintain adequate estimated fire flows of 2,500 gallons per minute (gpm), at 20 psi residual system pressure, in the planned multi-family parcels and 1,000 gpm, at 20 psi residual system pressure, in the planned single-family residential areas. Based upon the most recent area development plan presented by Mau and Associates (Figure 3), approximate water main route and diameters are provided in Figure 2.



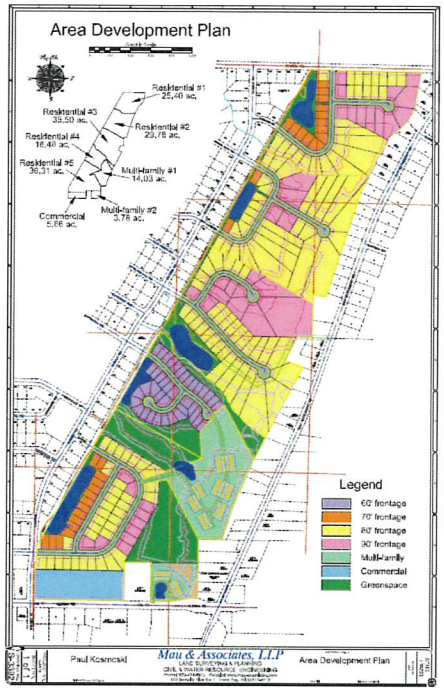




**Figure 3: Area Development Plan**

To provide the proposed new pressure zone, a new PRV station would be constructed just north and west of the existing UWGB PRV station at East Circle Drive and Scottwood Drive. Interconnections with a closed valve on the existing water main in the Bader Pressure Zone to provide supply reliability would be constructed at the following locations:

- The location of the proposed new connection to the existing 12-inch water main on Sussex Road south of Wiggins Way
- Baywatch Drive and Sussex Road
- Church Road and Sussex Road

The PRV station would include:

1) Usemco vault package containing:
    a. Singer valve and associated control panel (Green Bay Water Specification)
    b. Telemetry panel and pressure transmitters (Energenecs)
        i. Energenecs to construct telemetry panel and ship to Usemco for installation
        ii. Energenecs to supply and install the antenna and antenna cable on antenna structure. Antenna structure to be constructed by others.
            1. Antenna structure (approximate 55-foot tower, final height determined be location) to be US Tower Model HDX-555 or similar.
        iii. Energenecs to terminate wires, perform programming and startup.

2) Associated specifications and supplier contacts are available through Green Bay Water Utility. Specifications and contacts are supplied in Attachment C.

# Attachment C

# Vendor Quotations for Components To be Used To Construct PRV Station

Energenecs

# Proposal

**DATE:** 10-27-25

**PROJECT:** Addition of New PRV Location into Existing SCADA System

**TO:**

Connor Kosmoski
1270 Main St
Green Bay, WI 54302
(920) 432-9230
connor@kosmanagement.com

Jon Peters
Green Bay Water Utility
631 South Adams Street
Green Bay, WI. 54301
jonathan.peters@greenbaywi.gov
(4 pages)

*Connor, Jon,*

*Energenecs is pleased to offer the following scope of work and cost for one additional PRV project as you requested.*

*Our proposal includes panel assembly, and field assistance with Green Bay Water Utility personnel to, terminate, start up and test the new panel.*

*The proposal includes all required programming and testing for the project.*

**Telemetry Control Panel includes:**

- Allen Bradley CompactLogix 5069-L306ER programmable logic controller (PLC) → Ton. # increase!
- Allen Bradley CompactLogix 5069-IA16 AC input module (power, surge, low vault tempo, panic button, flood, etc.)
- Allen Bradley CompactLogix 5069-IY4 analog input module (pressure)
- MDS Orbit VHF Radio
- NTron Ethernet Switch
- Phoenix model 120V surge arrestor
- Phoenix model 12VDC and 24VDC power supplies
- CyberPower model CP550SLG UPS units (550 VA)
- Radio lightning arrestor and flex cable/connectors
- Wire terminals, breakers, duplex receptacle, etc.
- Hoffman heater and thermostat
- All control panel components professionally assembled into steel enclosure (24"H x 20"W x 10"D)
- Directional antenna, LMR-400 antenna cable, end connectors supplied for Green Bay Water to mount on a support pole supplied and installed by others

**Instrumentation included:**

- Pressure Transmitters - Two (2) Rosemount model 2088

**Proposal Includes:**

- Project coordination and design
- Technical information for Green Bay Water Utility to review and approve
- FCC License upgrade cost filed on behalf of Green Bay Water
- Control panel assembly & shop testing
- Allen Bradley PLC control logic application programming at PRV site
- Allen Bradley and Wonderware programming at the existing master control panel and SCADA office
- MDS Orbit radio setup and testing
- One (1) Yagi Antenna and cable
- Field start-up and testing including all travel costs
- O&M manuals and CAD as-built drawings
- One (1) year parts & labor warranty
- Programming of the repeater at the UWGB site

**Proposal Excludes:**

- Sales tax
- Installation of our supplied panel and pressure instrumentation into the PRV
- Supply and installation of all conduit & wire (power, signal, control, analog circuits, antenna)
- Switches – Intrusion, temperature, valve limits, etc.
- Instrumentation – flow meters, other pressure gauges than listed, etc.

**Proposal Cost:** **$27,900.00**

Sincerely,

Keith Kohn
Energenecs
(262) 685-6506 Mobile
keith.kohn@energenecs.com

All applicable taxes will be added to the above price.
The Terms and Conditions attached apply to this Proposal.

Submittals: 12 to 16 Weeks From Order
Delivery: 30 to 36 Weeks From Approval

Energenecs

# Proposal

DATE: January 6, 2024

**TO:** Connor Kosmoski
1270 Main St
Green Bay, WI 54302
(920) 432-9230
connor@kosmanagement.com

Jon Peters
Green Bay Water Utility
631 South Adams Street
Green Bay, WI. 54301
jonathan.peters@greenbaywi.gov
(4 pages)

PROJECT: Addition of New PRV Location
Into Existing SCADA System

Connor, Jon,

Energenecs is pleased to offer the following scope of work and cost for one additional PRV project as you requested.

Our proposal includes panel assembly, and field assistance with Green Bay Water Utility personnel to install, wire, terminate, startup and test the new panel.

The proposal includes all required programming and testing for the project.

If you have any technical questions, please give us a call.

Sincerely,

Keith Kohn
Energenecs
262 685 6506 mobile

cc: Tom Robarge
Brad Mentink
Jacob Hofman

Energenecs

**Control Panel includes:**

- Allen Bradley CompactLogix 5069-L306ER programmable logic controllers (PLCs)
- Allen Bradley CompactLogix 5069-IA16 AC input module (power, surge, low vault tempo, panic button, flood, etc.)
- Allen Bradley CompactLogix 5069-IY4 analog input module (pressure)
- MDS Orbit VHF Radio
- NTron Switch
- Phoenix model 120V surge arrestor
- Phoenix model 12VDC and 24VDC power supplies
- CyberPower model CP550SLG UPS units (550 VA)
- Radio lightning arrestor and flex cable/connectors
- Wire terminals, breakers, duplex receptacle, etc.
- Hoffman heater and thermostat
- All control panel components professionally assembled into steel enclosure (24"H x 20"W x 10"D)
- Directional antenna, LMR-400 antenna cable, end connectors supplied for Green Bay Water mounting on support pole supplied and installed by others

**Instrumentation included:**

- Pressure Transmitters - Two (2) Rosemount model 2088

**Proposal Includes:**

- Project coordination and design
- Technical information for Green Bay Water Utility to review and approve
- FCC License upgrade cost filed on behalf of Green Bay Water
- Control panel assembly & shop testing
- Allen Bradley PLC control logic application programming at PRV site
- Allen Bradley and Wonderware programming at the existing master control panel and SCADA office
- MDS Orbit radio setup and testing
- Field start-up and testing including all travel costs
- O&M manuals and CAD as-built drawings
- One (1) year parts & labor warranty
-

**Proposal Excludes:**

- Sales tax
- Installation of our supplied panel and pressure instrumentation
- Supply and installation of all conduit & wire (power, signal, control, analog circuits)
- Switches – Intrusion, temperature, valve limits, etc.
- Instrumentation – flow meters, pressure gauges, etc.

**Proposal Cost:** **$22,700.00**



700 EAST MILAN DRIVE, SAUKVILLE, WISCONSIN 53080 | PH: 262-377-6360 | WWW.ENERGENECS.COM

Energenecs

# Terms & Conditions

## PURCHASE ORDER FORMS

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

## PRICES

All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

## ACCEPTANCE

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

## CREDIT APPROVAL

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

## FORCE MAJEURE

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

## PAYMENT

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

## WARRANTY

SELLER is a system integrator/manufacturer's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated



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damages or penalties. IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

## CLAIM PERIODS

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

## CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

## SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.

By: Energenecs, Inc. Keith Kohn

I accept this proposal and all terms thereof:

Accepted:

Title:

Date: PO #:



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FERGUSON WATERWORKS

FERGUSON WATERWORKS #1478
1281 CORNELL ROAD
GREEN BAY, WI 54313-0000

Phone: 920-434-7830
Fax: 920-434-8460

Deliver To:
From: Chris Gibson
christopher.gibson1@ferguson.com
Comments:



FERGUSON WATERWORKS #1476
Price Quotation
Phone: 920-434-7830
Fax: 920-434-8460

**Bid No:** B208069
**Bid Date:** 10/08/25
**Quoted By:** CG

**Cust Phone:** 920-494-3700
**Terms:** NET 10TH PROX

**Customer:** PETERS CONCRETE COMPANY
1516 ATKINSON DR
GREEN BAY, WI 54303

**Ship To:** PETERS CONCRETE COMPANY
1516 ATKINSON DR
GREEN BAY, WI 54303

**Cust PO#:** PRV VAULT PROJECT

**Job Name:** PRV VAULT PROJECT

| Item | Description | Quantity | Net Price | UM | Total |
|---|---|---|---|---|---|
| DI52TJPCB16 | 16 DI CL52 TYTON JT CBND PIPE | 18 | 108.000 | FT | 1944.00 |
| DMJ1LA16 | DOM 16 MJ C153 11-1/4 BEND L/A | 2 | 1090.000 | EA | 2180.00 |
| DMJRLA16X | DOM 16X8 MJ C153 RED L/A | 2 | 784.000 | EA | 1568.00 |
| DMJLSLAX | DOM 8X12 MJ C153 LONG SLV L/A | 2 | 215.000 | EA | 430.00 |
| E110800 | 8 MEGALUG F/ DI | 6 | 51.000 | EA | 306.00 |
| E111600 | 16 MEGALUG F/ DI | 6 | 200.000 | EA | 1200.00 |
| MJGAX | 8 MJ GSKT | 6 | 6.000 | EA | 36.00 |
| MJGA16 | 16 MJ GSKT | 6 | 14.000 | EA | 84.00 |
| SS6TBFP | 3/4X4 316SS T-BLT W/ HH NUT | 36 | 7.000 | EA | 252.00 |
| MJSS316BNFR | 3/4X4-1/2 SS 316 T-BLT HH NUT | 72 | 8.000 | EA | 576.00 |
| SS4ATRF12 | 3/4X12 SS 304 ATR | 108 | 14.000 | FT | 1512.00 |
| SSEBNF | 3/4 SS EYE BLT | 12 | 11.000 | EA | 132.00 |
| S4HHNF | 3/4 SS 304 HVY HEX NUT | 12 | 1.750 | EA | 21.00 |
| E05SU | 3/4 SS 316 FLT WSHR 25PK | 1 | 31.990 | PK | 31.99 |
| SP-8PRVSINGERVLV | 8" PRV VLV<br>PLEASE SEE ATTACHED QUOTE | 1 | 45588.000 | EA | 45588.00 |

| | |
|---|---|
| **Net Total:** | $55860.99 |
| **Tax:** | $3072.36 |
| **Freight:** | $0.00 |
| **Total:** | $58933.35 |

Ferguson will purchase from Kodra Mooney

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**
Scan the QR code or use the link below to
complete a survey about your bids:
**https://survey.medallia.com/?bidsorder&fc=1476&on=1579**

KODRU MOONEY
-a UFT Company-

320 ERVIN INDUSTRIAL DRIVE, JORDAN, MN 55352
Phone: (952) 479-1045 Fax: (952) 843-5603

QUOTATION



| | | | |
|---|---|---|---|
| **TO:** | Kos Management<br>1270 Main St<br>Green Bay, WI 54302 | **DATE:** | 12-23-2024 |
| | | **QUOTE #:** | 120592 |
| | | **REFERENCE:** | |
| | | **PROJECT NAME:** | Green Bay WI - Singer |
| | | **SHIP TO:** | |
| **ATTN:** | Estimating | **PHONE:** | |
| | | **EMAIL:** | |

☒ F.O.B. FACTORY
☐ F.F.A. TO FIRST DESTINATION

| Line # | Qty | Item | Unit Price | Price |
|---|---|---|---|---|
| 01 | 1 | 8" Singer S106-2SC-PCO-PR Pressure Reducing Valve with Solenoid Control<br>-150# FLG<br>-Pressure Reducing Override<br>-Visual Position Indicator<br>-Stainless Steel Braided Hose Pilot System<br>-Grounding Ring<br>-1" NPT Port Drilled Back Side Inlet (For Flow Meter)<br>-Solenoids for 120VAC/60Hz<br>-81-RP Spring Ranges 20-200 PSI Set at 52 PSI<br>-82-PR Spring Ranges 20-200 PSI Set at 65 PSI<br>-Schematic A-10316A3 | $10,450 | $10,450 |
| 02 | 1 | Singer SPI-MV; Single Point Insertion Flow Meter<br>-For use with 8" S106-2SC-PCO-PR<br>-AC = 90-265VAC 45-66Hz<br>-L = Local Converter IP67<br>-C = Standard 20ft Cable Length<br>-3 = Opposite SPI and Pilot Orientation<br>-Flow Output Range = 0-3000 USGPM<br>-Display Units = USGPM<br>-Totalizer Pulse Output = 1/100 USGPM | $11,417 | $11,417 |
| 03 | 1 | Singer SCP-TP-CD-12AC; Single Process Control Panel<br>-For use with 8" S106-2SC-PCO-PR | $9,157 | $9,157 |
| 04 | 1 | Singer Grounding Ring for use with 8" 2SC-PCO Configuration | $340 | $340 |
| | | | **Total for Above Equipment:** | **$31,364** |

| | |
|---|---|
| **(Tax Rate 0.000%) Total Tax:** | **$0** |
| **Grand Total:** | **$31,364** |

**Notes:**

Ships PPA or Collect, LTL - Kimball TN

Complete Lead TIme 16-20 Weeks

Partials Sooner

See Ferguson invoice

**QUOTATION FOR KODRU EQUIPMENT**



KODRU MOONEY

Mike Vana - mike@kodru-equipment.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

**NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS.**

SINGER™

a MUELLER brand

**SUBMITTAL NO.** _____

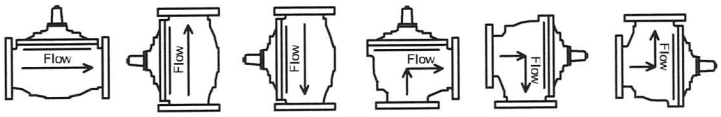
**PROJECT REF.** Kodru Mooney PO# 254804

**MODEL NUMBER:**
8" S106-2SC-PCO-PR

**DESCRIPTION:**
Dual Solenoid Operated Control Valve w/ Hydraulic Pressure Reducing Override
Including SPI-MV Flow Meter and SCP-TP-CD-12AC Control Panel

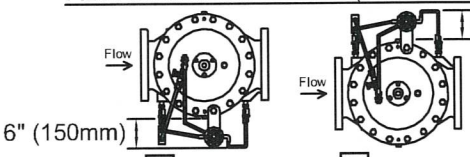
**VALVE ID / REFERENCE:**
TBD

## BODY PATTERN & INSTALLATION ORIENTATION (SIDE VIEW SHOWN)




☑ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

## PILOT SYSTEM ORIENTATION (TOP VIEW SHOWN)




☐ Standard ☐ Opposite

See SPI-MV Form

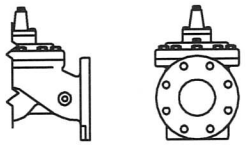
## BODY MATERIAL, END CONNECTIONS & PRESSURE RATING

☐ 1 ASTM A536 ductile iron body, bonnet and stem cap. NPT threaded ends. Body rated to 400 PSI max pressure.

☑ 2 ASTM A536 ductile iron body, bonnet and stem cap. ANSI 16.42 class 150 flat face flanged ends. Body rated to 250 PSI max pressure.

☐ 3 ASTM A536 ductile iron body, bonnet and stem cap. ANSI 16.42 class 300 raised face flanged ends. Body rated to 400 PSI max pressure.

☐ 4 Other:



** Please note **

A number of Singer valves have cast "feet" on the flanges (see picture to the left). For details on the cast feet please contact the Singer Valve factory.

## ELASTOMERS & TEMP. RATING

☑ 1 Buna-N & EPDM. Rated to 180°F (82°C).

☐ 2 Other:

## COATINGS

☑ 1 Internal and external NSF 61 approved fusion bonded epoxy. 8-10 mils dry film thickness.

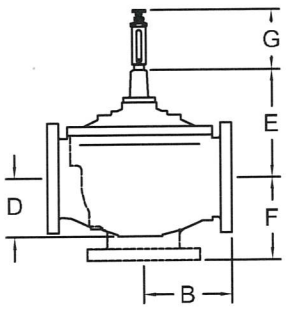
☐ 2 Other:

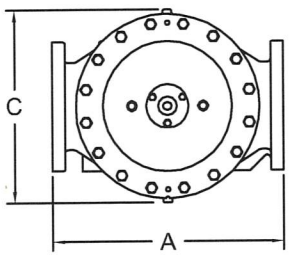
## TRIM (seat & stem) & INTERNAL MATERIALS

☑ 1 AISI SSt 316 stem and seat. Other internals are A536 ductile iron, AISI 303 Sst, B-16 brass and B-62 bronze.

☐ 2 Other:

## DIMENSIONS




A. -- 25.38"
B. -- N/A
C. -- 17.20"
D. -- 7.63"
E. -- 20.19"
F. -- n/a
G. -- 6"

## PILOT SYSTEM MATERIALS (excluding tubing & fittings)

☑ 1 B-16 brass, AISI 303 SSt, B-62 bronze & A536 ductile iron.

☐ 2 All stainless steel (AISI 302, 303 & 316).

☐ 3 Other:

## TUBING & FITTING MATERIALS

☐ 1 ASTM B280 copper tubing & B-16 brass fittings.

☐ 2 AISI 316 SSt rigid tubing & SSt 316 fittings.

☑ 3 SSt 304 braided PTFE teflon hose with B-16 brass ends & B-16 brass fittings.

☐ 4 SSt 304 braided PTFE teflon hose with Sst 316 ends & Sst 316 fittings

☐ 5 Other:

## ATTACHED DATA SHEETS & ACCESSORIES

1. IOM A-10316A3 DUAL SOLENOID OPERATED CONTROL VALVE W/ OVERRIDE
2. IOM FOR THE MAIN VALVE & DRAWINGS
3. IOM FOR COMPONENTS/ACCESSORIES
4. SUBMITTAL FORM FOR SPI-MV FLOW METER (to be confirmed)
5. SUBMITTAL FORM FOR SCP-TP CONTROL PANEL (to be confirmed)
6. STANDARD WARRANTY

**Form Filled Out or Updated By:**

Name: Nabih Hussein

Date: January 8, 2023

Notes: Kodru Mooney PO# 254804

This quotation/submittal is for valve(s) described above and reflects our understanding of functions required. We assume no responsibility for meeting all stated or implied requirements beyond functions listed above.
If above does not adequately describe functions/operation of above products, please ask for a more comprehensive description and mention areas where above description is deficient.

SINGER VALVE
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Ph: 604-594-5404
Fx: 604-594-8845
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# SINGER MODEL 106/206-2SC-PCO-PR

## DUAL SOLENOID OPERATED CONTROL VALVE with HYDRAULIC PRESSURE REDUCING OVERRIDE

**Schematic A-10316A3**

## DESCRIPTION:

Model 106/206-2SC-PCO-PR is a valve positioned by intermittent operation of two solenoid valves. Its primary design is for operation by a process controller. The process controller is not included with the standard valve.

A normally closed hydraulic pilot will maintain a maximum (adjustable) downstream pressure.

## DESCRIPTION OF OPERATION

Main Valve (1) closes when the inlet pressure is directed to the bonnet (above the diaphragm) and opens when the bonnet is vented to the downstream. Refer to 106/206 PG "Description of Operation".

Solenoid Valves (4) and (5) are normally closed. When both solenoids are de-energized, Main Valve (1) remains in position. Energizing Solenoid Valve (4) closes the valve. Energizing Solenoid Valve (5) opens the valve.

Solenoids Valves (4) and (5) are normally equipped with 120 VAC coils. 12 or 24 Volt DC coils are available.

Pressure Reducing Pilot (8) is normally closed. When the downstream pressure of the Main Valve exceeds the setting of Pilot (8), Pilot (8) opens and connects the inlet pressure of the Main Valve to the bonnet. This closes the Main Valve until the downstream pressure drops to below the setting of Pilot (8).

## MANUAL-BY-PASS

The pilot system is equipped with By-pass Valves (6) and (7) so that the Main Valve can be opened or closed without electricity. To close the Main Valve manually, By-pass Valve (6) should be opened while By-pass Valve (7) is closed. Reversing this operation will open the Main Valve.

## INSTALLATION:

1. Refer to 106/206-PG "Installation".
2. Check Solenoid Valves (4) and (5) for correct voltage and operation.
3. Wire Solenoid Valves (4) and (5) to the controller as required.
4. Pressurize the valve slowly and bleed air from the bonnet of the Main Valve. See 106/206-PG Instructions.

## ADJUSTING PROCEDURE:

This valve is normally operated by pulsing Solenoid Valve (4) or (5) to position the Main Valve as required. This means that the Main Valve moves in a step fashion. Size of these steps is determined by the length of the pulse (time of of energization) and the setting of Speed Controls (10) and (11).

Adjust pulse width and Speed Control settings to get required control.

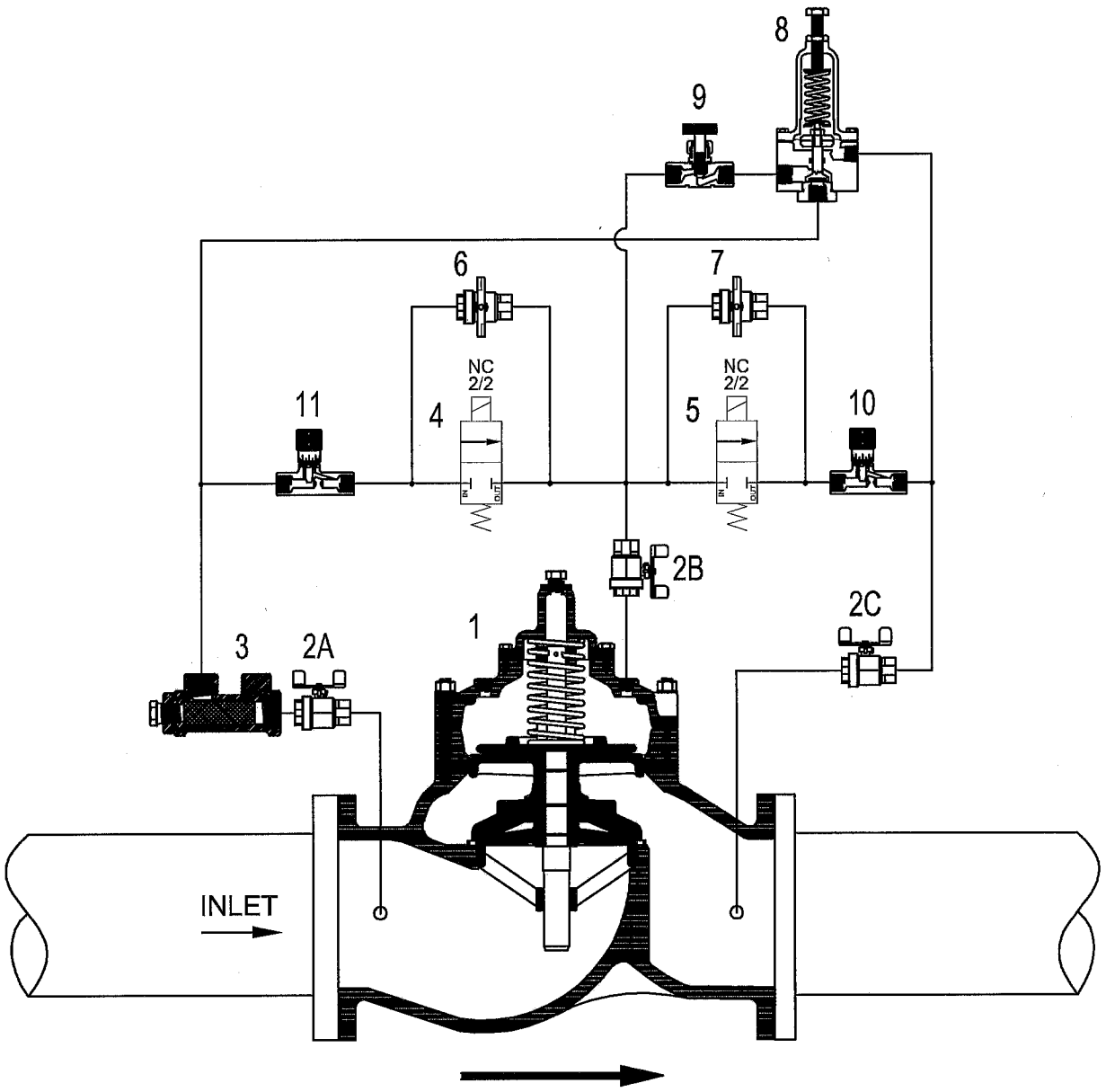
To adjust Pilot (8), open the valve until the downstream pressure rises to the setting of Pilot (8) but does not rise any higher. Turn adjusting screw of Pilot (8) clockwise for increases downstream pressure, counterclockwise for reduced pressure.

## SERVICE SUGGESTIONS:

1. See service suggestions for 106/206-PG Main Valve and Solenoid Valve.
2. **Never energize the solenoid coil when the coil is removed from the Solenoid Valve.**
3. If the Main Valve fails to close, the inlet pressure is not connected to the bonnet because:
   - Isolating Valve (2A) or (2B) is closed.
   - Strainer (3) is plugged.
   - Closing Speed Control (11) is closed.
   - Solenoid Valve (4) is de-energized or faulty.
   - By-pass Valve (7) is open.
   - Main Valve diaphragm is ruptured.
   - An obstruction in the Main Valve seat is preventing closure.

   If the Main Valve does not open, pressure is not being relieved from the bonnet because:
   - Solenoid Valve (5) is not energized or is faulty.
   - Opening Speed Control (10) is closed.
   - Isolating Valve (2B) or (2C) is closed.
   - There is not sufficient pressure drop available to open the Main Valve.

A-10316A3




1. Main Valve - Model 106/206-PG.
2. Isolating Valve.
3. Strainer.
4. Solenoid Pilot Valve, 2-Way NC-Normally Closed - Valve Closing.
5. Solenoid Pilot Valve, 2-Way NC-Normally Closed - Valve Opening.
6. Manual Bypass - Valve Closing.
7. Manual Bypass - Valve Opening.
8. Pressure Reducing Pilot - Model 81-RP (Normally Closed).
9. Closing Speed Control.
10. Opening Speed Control.
11. Closing Speed Control.

Dual Solenoid Control Valve with Pressure Reducing Override Control.
Fail (Last Position) on Power Fail.
Suitable for use with EPC Single Process Controller

SINGER VALVE
Result-Based Solutions. Globally.
www.singervalve.com 12850-87th Avenue. Surrey, B.C. V3W 3H9

| Drawn By: | Approved By: |
|---|---|
| M.Strijack | |
| Date: | Drawing: |
| November 2013 | A-10316A3 |

Model 106-2SC-PCO-PR

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Surrey, BC. Canada. V3W 3H9
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# MODEL S106/S206-PG POWER OPERATED GLOBE VALVE

Sizes 6" to 20" (S106-PG) 12" to 24" (S206-PG)
Installation, Operating and Maintenance Instructions

## DESCRIPTION:

This valve is the basic component used for most Singer Automatic Valves. It is a hydraulically operated valve.

## DESCRIPTION OF OPERATION:

The valve opens when the bonnet (area above the diaphragm) is connected to the downstream side of the valve AND a pressure drop of 5 psi (35 kPa) is available across the valve. The valve also opens when the bonnet is vented to atmosphere, regardless of pressure drop, provided that the line pressure is 5 psi (35 kPa) or more.

The valve closes when the inlet pressure is directed to the bonnet.

The valve can be made to modulate by varying the bonnet pressure between inlet pressure and outlet pressure. This is done by the pilot circuit.

In some cases the line media is unsuitable for use in the pilot system. In these circumstances external water pressure can be used in the pilot system. The external pressure must be equal to or higher than the line pressure.

Unless otherwise specified, the valve is assembled with components suitable for water service up to 180° F (80° C). For other service conditions, contact your Singer Valve representative.

## STORAGE:

**This valve must be stored indoors, away from direct sunlight.**

## INSTALLATION:

**Use washers under nuts when bolting valve flanges to pipe flanges to protect the Epoxy Coating.**

Control valves must be installed in a horizontal pipe with the bonnet up. Smaller valves (6" and smaller) can be installed in a vertical pipe if the order states the orientation. Disassembly is difficult but not impossible in valves installed in vertical pipe.

A stable, non-failing source of pressure is necessary to operate a pilot operated control valve.

Operating fluid must be clean and free of air.

Under high velocity conditions the pressure signal, when the pick-up point is located on the main valve inlet, may be adversely affected. As an example, a relief valve will operate more effectively and control more accurately if the operating pressure and sensing pressure is connected to the header.

Ideally, six pipe diameters of straight pipe is required on the inlet of any control valve but

- Fully open **Gate Valve** can be installed on the inlet of a valve, provided it is used as an isolating valve and never used in partially open condition.
- A **Butterfly Valve** with stem horizontal can not be installed in the inlet of a control valve unless operating pressure and sensing lines are connected upstream of the butterfly valve, in a location that gives true system pressure.
- A **Butterfly Valve** with stem vertical can be installed in the inlet of a control valve as long as velocity does not exceed 15 ft/sec. The butterfly valve can not be used for throttling. If problems develop at high flows, operating pressure and possible sensing can be connected upstream of the butterfly valve, in a location that gives true system pressure.
- A control valve can be installed with no straight pipe on the inlet if the operating and sensing lines are connected to a location that gives true system pressure.

The connection point should be made at the pipe centerline to avoid air pick-up at the top of the pipe.

1. **It is possible that diaphragms may take a set after shipping and storage. It is highly recommended that Bonnet and Body Bolts or Nuts be tightened after installation but before pressurizing the valve. If a leak develops after pressurizing, de-pressurize the valve and tighten the bolts or nuts.**

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**Installation (Cont.):**

2. For most convenient operation and maintenance, line isolation valves should be installed.
3. A suitable bypass should be provided to allow for servicing of the valve without interrupting the flow.
4. Install pressure gauges upstream and/or downstream of valve as appropriate. This will facilitate ease of setting the pilot system.
5. A strainer with a suitable basket should be installed ahead of the valve to protect it from foreign material.
6. Sufficient space should be provided around the valve for disassembly.
7. Flush system of all foreign matter before installing the valve.
8. Check direction of flow (inlet of valve is marked OR an arrow on the side of body indicates flow direction) and install the valve accordingly.
9. VENT AIR FROM THE BONNET After installation, when the valve is pressurized, vent air from the bonnet:
   - Valves with no Limit Switch: Loosen pipe plug at the centre of the bonnet to bleed air. If equipped with position indicator, use bleed-cock on indicator.
   - Valves with Limit Switch: Refer to Drawing A0707A. Use bleed screw (63) to vent air.

**SERVICE SUGGESTIONS:**

**POSSIBLE CAUSE / REMEDY**

FAILS TO OPEN

1. Insufficient inlet pressure. / Increase pressure

2. Pressure in the bonnet is not released:
- Isolating valves on pilot lines closed. - Open valves
- Pilot components not functioning. - Refer to specific instructions on pilot components
- Foreign material in pilot system. - Clear obstruction

FAILS TO CLOSE

Lack of pressure in the bonnet due to:
- Pilot components not functioning. - Refer to specific instructions on pilot components.
- Foreign material in pilot system. - Clear obstructions.
- Ruptured diaphragm. - Replace worn parts.
- Obstruction in the valve. - Remove obstructions.
- Worn main valve disc. - Replace disc.

PULSATIONS

- Air in the bonnet. - Vent air. Refer to "Installation (9)" above.
- Improper adjustment to pilot components. - Refer to specific instructions on pilot components.
- Valve oversized. A smaller valve in parallel may be required.

**MAINTENANCE:**

The SINGER Model S106/S206-PG requires a minimum of maintenance. All parts are accessible for inspection and repair without removing the valve from the line.

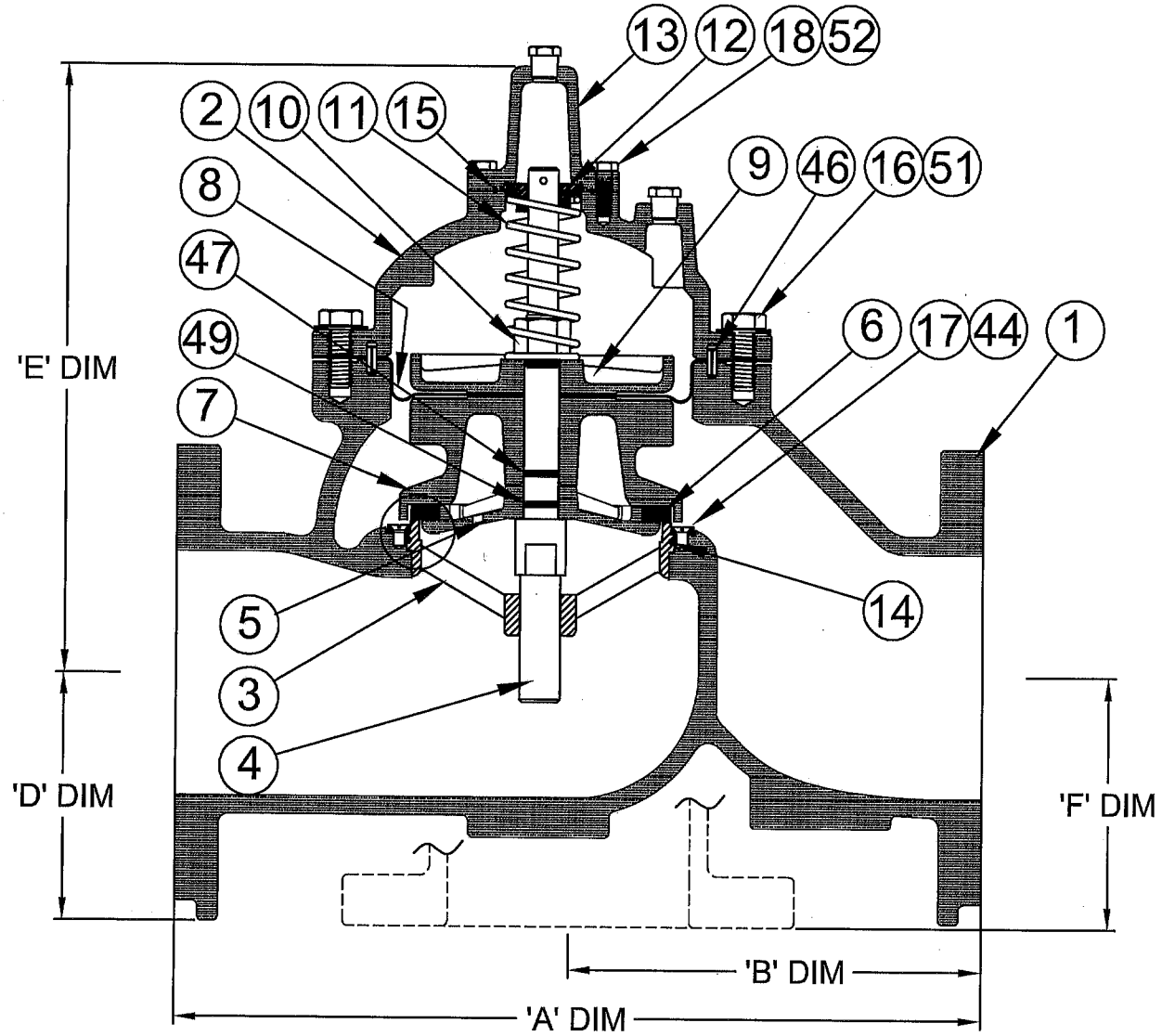
1. Close upstream and downstream isolating gate valves.
2. Disconnect body and bonnet pilot lines.
3. Remove bonnet. If bonnet does not come free readily, it can be pried loose with a small pry-bar.
4. Remove inner valve assembly for inspection. Do not remove seat ring unless inspection shows that it is damaged. **Be very careful not to damage the epoxy coating when removing and installing the inner valve assembly.**
5. Replace worn or defective parts and reassemble.

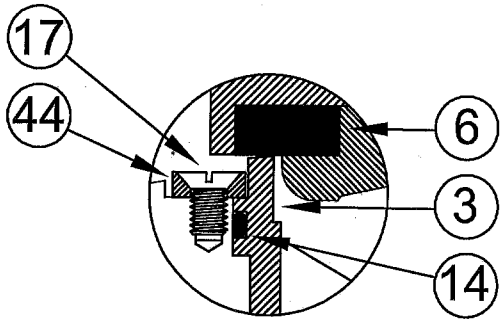
**NOTE REGARDING FREEZING:**

This valve does not drain completely when inlet and outlet pipes are drained. Where freezing conditions are expected, one of the following must be performed:

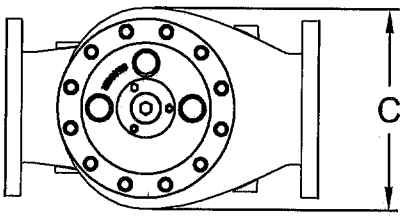
- Drain valve and pilot system completely.
- Add suitable anti-freeze to valve and pilot system **(Non-potable water service only).**
- Provide insulation and/or heating to keep the valve from freezing.

A0961A




Seat Ring Detail




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| Drawn By: | Approved By: |
|---|---|
| STEPHEN BISHOP | |
| Date: | Drawing: |
| APRIL 25th 2008 | A0961A |

6" & 8" S106-PG / SA106-PG, 8" S206-PG

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Ph: 604-594-5404
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# Material Specifications & Dimensions

6" and 8" (150mm and 200mm) S106-PG & SA106-PG
8" S206 (200mm) S206-PG
For Drawing A0961A

| Item | Part Name | Material |
|---|---|---|
| 1 | Body | Ductile Iron |
| 2 | Bonnet | Ductile Iron |
| 3 | Seat Ring | Stainless Steel |
| 4 | Stem | Stainless Steel |
| 5 | Disc Retainer | Ductile Iron |
| **6 **** | **Resilient Disc** | **EPDM** |
| 7 | Inner Valve | Ductile Iron |
| **8 **** | **Diaphragm** | **Reinforced EPDM** |
| 9 | Clamp Plate | Ductile Iron |
| 10 | Stem nut | Brass B-16 |
| 11 | Spring | Stainless Steel |
| 12 | Guide Bushing | Brass B-16 |

| Item | Part Name | Material |
|---|---|---|
| 13 | Stem Cap | Ductile Iron |
| **14 **** | **Seat Ring Seal** | **Buna-N** |
| **15 **** | **Stem Cap Seal** | **Buna-N** |
| 16 | Bonnet Bolt | Stainless Steel |
| 17 | Seat Ring Screws | Stainless Steel |
| 18 | Stem Cap Capscrew | Stainless Steel |
| 19 | Bottom Guide | Bronze |
| 44 | Seat Retaining Washer | Stainless Steel |
| 46 | Locating Pin | Steel |
| **47 **** | **Stem Seal** | **Buna-N** |
| **49 **** | **Disc Retainer Seal** | **Buna-N** |
| 51 | Bonnet Washer | Stainless Steel |
| 52 | Stem Cap Washer | Stainless Steel |

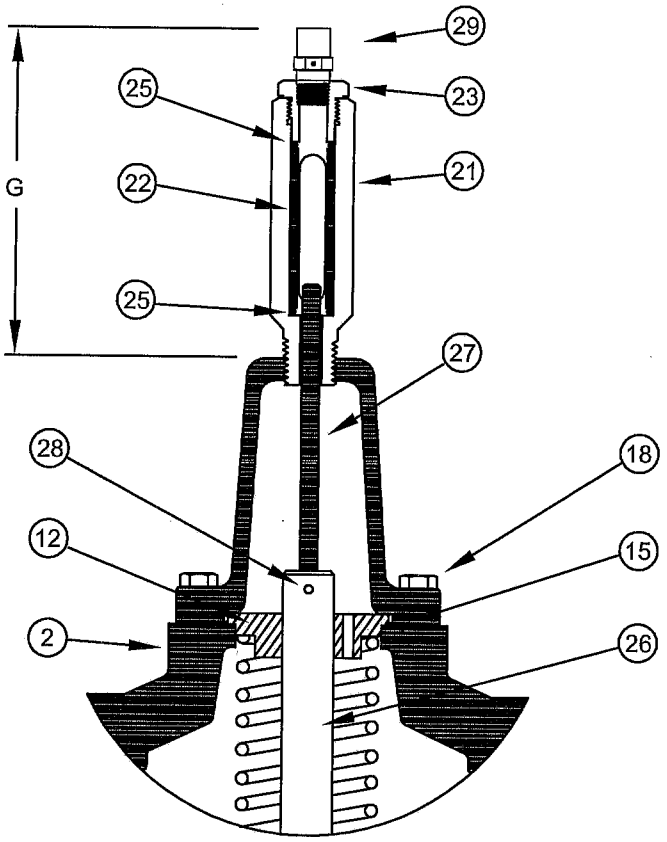
**** Recommended spare parts (included in the Rebuild Kit)**

| *S106-PG & SA106-PG* | | Globe | | | Globe & Angle | Angle | | |
|---|---|---|---|---|---|---|---|---|
| | | A | D | E | C | B | E | F |
| 6" 150mm | 150F / PN10, PN16 | 20" 508mm | 6.09" 155mm | 15.43" 392mm | 12.20" 310mm | 10" 254mm | 15.43" 392mm | 6" 152mm |
| | 300F / PN25, PN40 | 21" 533mm | 6.84" 174mm | 15.43" 392mm | 12.69" 322mm | 10.50" 267mm | 15.43" 392mm | 6.50" 165mm |
| 8" 200mm | 150F / PN10, PN16 | 25.38" 645mm | 7.63" 194mm | 20.19" 513mm | 17.20" 437mm | 12.75" 324mm | 20.19" 513mm | 8" 203mm |
| | 300F / PN25, PN40 | 26.38" 670mm | 7.88" 200mm | 20.19" 513mm | 17.20" 437mm | 13.25" 337mm | 20.19" 513mm | 8.50" 216mm |

| *S206-PG* | | Globe | | | Globe | Angle | | |
|---|---|---|---|---|---|---|---|---|
| | | A | D | E | C | B | E | F |
| 8" 200mm | 150F / PN10, PN16 | 25.00" 625mm | 7.00" 178mm | 14.50" 368mm | 15.00" 381mm | - | - | - |
| | 300F / PN25, PN40 | 26.00" 660mm | 7.75" 197mm | 14.50" 368mm | 15.00" 381mm | - | - | - |

A-0564C

# MODEL X107 POSITION INDICATOR
## SIZES: 2-1/2" to 8" 106; 3" - 10" 206




| Item | Description | Standard Material | Optional Material |
|---|---|---|---|
| 2 | Bonnet | Ductile Iron | Ductile Iron |
| 12 | Guide Bushing | Brass | Stainless Steel |
| 15 ** | Stem Cap Seal | Buna-N | Buna-N |
| 18 | Stem Cap Capscrews | Stainless Steel | Stainless Steel |
| 21 | Indicator Body | Brass | Stainless Steel |
| 22 | Sight Tube | Pyrex Glass | Pyrex Glass |
| 23 | Indicator Cap | Brass | Stainless Steel |
| 24 | Stem Cap | Ductile Iron | Ductile Iron |
| 25 ** | Sight Tube Gasket | Buna-N | Buna-N |
| 26 | Stem | Stainless Steel | Stainless Steel |
| 27 | Indicator | Stainless Steel | Stainless Steel |
| 28 | Retaining Pin | Stainless Steel | Stainless Steel |
| 29 | Bleed Valve | Stainless Steel | |

| Valve Size | 2-1/2" | 3" | 4" | 6" | 8" | 10" |
|---|---|---|---|---|---|---|
| Dimension 'G' - 106 | 4-3/4" | 4-3/4" | 4-3/4" | 4-3/4" | 6" | N/A |
| Dimension 'G' - 206 | N/A | 4-3/4" | 4-3/4" | 4-3/4" | 4-3/4" | 6" |

** Recommended Spare Parts


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| Drawn By: | Approved By: |
|---|---|
| Stephen Bishop | |
| Date: September 5, 2005 | Drawing: A-0564C |

Model X107 Position Indicator

## Features

- Welded core tube provides higher pressure ratings
- Reliable, proven design with high flows
- Small poppet valves for tight shutoff
- Wide range of elastomers for specialty service applications
- Mountable in any position
- Tapped mounting holes in body standard

## Construction

| Valve Parts in Contact with Fluids | | |
|---|---|---|
| **Body** | Brass | Cast 304 Stainless Steel |
| **Seals and Discs** | NBR or Cast UR | |
| **Core Tube** | 305 Stainless Steel | |
| **Core and Plugnut** | 430F Stainless Steel | |
| **Springs** | 302 Stainless Steel | |
| **Shading Coil** | Copper | Silver |

## Electrical

| Watt Rating and Power Consumption | | | | Spare Coil Part No. | | | |
|---|---|---|---|---|---|---|---|
| | AC | | | General Purpose | | Explosionproof | |
| DC Watts | Watts | VA Holding | VA Inrush | AC | DC | AC | DC |
| 10.6 | 6.1* | 16 | 30 | 238210 | 238510 | 238214 | 238514 |
| 18.6 | 9.1* | 20 | 45 | 238210 | 238510 | 238214 | 238514 |
| 11.6 | 10.1 | 25 | 50 | 238610 | 238910 | 238614 | 238914 |
| 22.6 | 17.1 | 40 | 70 | 238610 | 238910 | 238614 | 238914 |

**Standard Voltages:** 24, 120, 240, 480 volts AC, 60 Hz (or 110, 220 volts AC, 50 Hz). 6, 12, 24, 120, 240 volts DC. Must be specified when ordering.
Other voltages available when required.

*On 50 hertz service, the rating for the 6.1/F solenoid is 8.1 watts, and the rating for the 9.1/F solenoid is 11.1 watts.

## Solenoid Enclosures

**Standard:** Watertight, Types 1, 2, 3, 3S, 4, and 4X.

**Optional:** Explosionproof and Watertight, Types 3, 3S, 4, 4X, 6, 6P, 7, and 9. (To order, add prefix "EF" to catalog number)

*See Optional Features Section for other available options.*

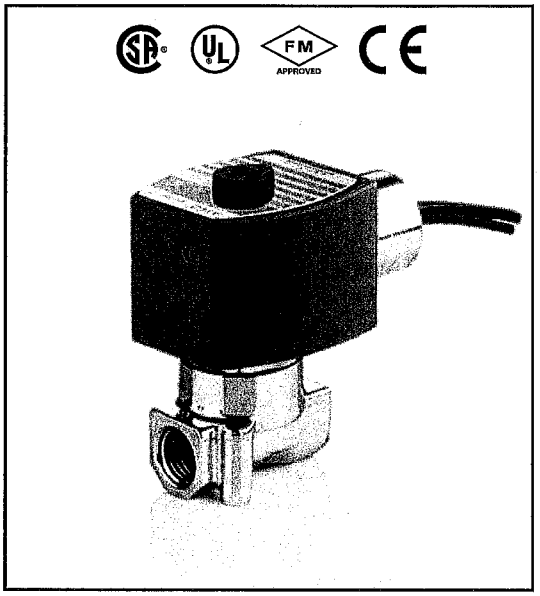
## Options

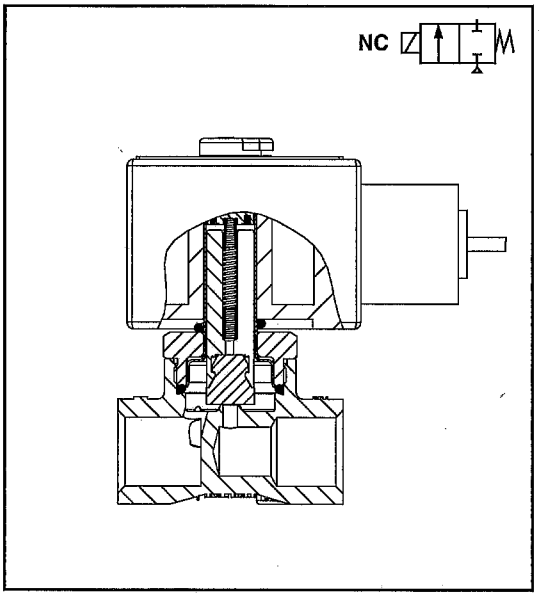
Mounting bracket (suffix MB)
Quarter-turn manual operator with screw slot (suffix MS)
Panel mount (prefix GP for conduit; *consult ASCO for other electrical connections*)
Vacuum service (suffix VVM, VVH; *see Vacuum Section for more details.*)
Oxygen service (suffix N)
Silicone Free (suffix SF)

**Elastomers:** Viton (suffix V), Ethylene Propylene (suffix E), Neoprene (suffix J), Teflon (suffix T), Low Temp NBR (suffix A)

**Note:** For suffix A, Fluid temp. range -40°F to 167°F only for valves with 10.1, 17.1, 11.6, and 22.6 watt coils.

*Refer to Engineering Section for fluid and temperature compatibility.*






## Nominal Ambient Temp. Ranges

The nominal limitation of 32°F (0°C) is advisable for any valve that might contain moisture (water vapor).

AC: -13°F to 131°F (-25°C to 55°C)

DC: -13°F to 104°F (-25°C to 40°C)
-13°F to 131°F (-25°C to 55°C)

Note: Max ambient for explosionproof (EF) is 125°F (52°C) for AC, 131°F (55°C) for DC.

Optional: For AC, the max. ambient temperature is 140°F (60°C) with Class H coil (with or without prefix EF)

*Refer to Engineering Section for details.*

## Approvals

CSA certified. UL listed, as indicated. Safety Shutoff Valves FM approved. Meets applicable CE directives.

*Refer to Engineering Section for details.*

# 2/2 SERIES 8262 8263

ASCO®

## Specifications (English units)

| Pipe Size (ins.) | Orifice size (ins.) | Cv Flow Factor | Operating Pressure Differential (psi) | | | | | | | | | Max. Fluid Temp. °F | | Catalog Number | | Const. Ref. | UL Listing | Watt Rating/ Class of Coil Insulation | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Max. AC@131°F | | | Max. DC@104°F | | | Max. DC@131°F | | | | | | | | | | |
| | | | Air-Inert Gas | Water | Lt. Oil @ 300ssu | Air-Inert Gas | Water | Lt. Oil @ 300ssu | Air-Inert Gas | Water | Lt. Oil 300ssu | AC | DC | Brass | Stainless Steel | | | AC | DC |
| NORMALLY CLOSED (Closed when de-energized), NBR Disc | | | | | | | | | | | | | | | | | | | |
| 1/8 | 3/64 | 0.06 | 2200 | 2200 | 1700 | - | - | - | - | - | - | 140 | - | - | 8262H175 ① | 1 | ● | 10.1/F | - |
| 1/8 | 3/64 | 0.06 | - | - | - | 2000 | 2000 | 1725 | 1900 | 1900 | 1700 | - | 140 | - | 8262H176 ① | 1 | ● | - | 22.6/H |
| 1/8 | 3/64 | 0.06 | - | - | - | 1500 | 1500 | 1500 | 1500 | 1500 | 1500 | - | 140 | 8262H089 ① | - | 1 | ● | - | 22.6/H |
| 1/8 | 3/64 | 0.06 | 2025 | 1710 | 825 | 965 | 745 | 720 | 920 | 700 | 675 | 140 | 140 | - | 8262H079 ① | 2 | ● | 9.1/F | 18.6/H |
| 1/8 | 3/64 | 0.06 | 1500 | 1350 | 825 | 750 | 620 | 565 | 700 | 565 | 530 | 140 | 140 | 8262H096 ① | - | 2 | ● | 6.1/F | 10.6/H |
| 1/8 | 3/64 | 0.06 | 1500 | 1350 | 825 | - | - | - | - | - | - | 140 | - | - | 8262H173 ① | 2 | ● | 6.1/F | - |
| 1/8 | 3/64 | 0.06 | 1500 | 1500 | 1500 | 1170 | 1145 | 945 | 1000 | 965 | 855 | 140 | 140 | 8262H099 ① | - | 1 | ● | 10.1/F | 11.6/H |
| 1/8 | 3/64 | 0.06 | 750 | 750 | 725 | 750 | 640 | 550 | 750 | 600 | 500 | 180 | 180 | 8262H001 | 8262H012 | 2 | ○ | 6.1/F | 10.6/H |
| 1/8 | 3/32 | 0.21 | 720 | 410 | 410 | 610 | 410 | 410 | 600 | 410 | 400 | 180 | 180 | 8262H277 | 8262H178 | 1 | ○ | 17.1/F | 22.6/H |
| 1/8 | 3/32 | 0.21 | - | - | - | 290 | 290 | 270 | 240 | 240 | 255 | 180 | 180 | - | 8262H177 | 1 | ○ | - | 11.6/H |
| 1/8 | 3/32 | 0.21 | 500 | 350 | 325 | 295 | 210 | 205 | 285 | 200 | 195 | 180 | 180 | 8262H011 | - | 2 | ○ | 9.1/F | 18.6/H |
| 1/8 | 3/32 | 0.21 | 370 | 330 | 190 | 235 | 160 | 160 | 215 | 150 | 145 | 180 | 180 | 8262H014 | 8262H015 | 2 | ○ | 6.1/F | 10.6/H |
| 1/8 | 1/8 | 0.35 | 500 | 380 | 355 | 275 | 275 | 235 | 250 | 250 | 225 | 180 | 180 | 8262H105 | 8262H174 | 1 | ○ | 17.1/F | 22.6/H |
| 1/8 | 1/8 | 0.35 | 340 | 300 | 215 | - | - | - | - | - | - | - | 180 | - | 8262H179 | 1 | ○ | 10.1/F | - |
| 1/8 | 1/8 | 0.35 | 275 | 260 | 195 | 165 | 130 | 130 | 155 | 120 | 120 | 180 | 180 | 8262H016 | - | 2 | ○ | 9.1/F | 18.6/H |
| 1/8 | 1/8 | 0.35 | 185 | 180 | 120 | 130 | 110 | 95 | 120 | 100 | 90 | 180 | 180 | 8262H002 | 8262H006 | 2 | ○ | 6.1/F | 10.6/H |
| 1/4 | 3/64 | 0.06 | 2200 | 2200 | 1700 | 1170 | 1145 | 945 | 1000 | 965 | 855 | 140 | 140 | - | 8262H214 ① | 3 | ● | 10.1/F | 11.6/H |
| 1/4 | 3/64 | 0.06 | 1500 | 1500 | 1500 | 1170 | 1145 | 945 | 1000 | 965 | 855 | 140 | 140 | 8262H200 ① | - | 3 | ● | 10.1/F | 11.6/H |
| 1/4 | 3/64 | 0.06 | 1500 | 1500 | 1500 | 1500 | 1500 | 1500 | 1500 | 1500 | 1500 | 140 | 140 | 8262H107 ① | - | 3 | ● | 17.1/F | 22.6/H |
| 1/4 | 3/64 | 0.06 | - | - | - | 2000 | 2000 | 1725 | 1900 | 1900 | 1700 | - | 140 | - | 8262H181 ① | 3 | ● | - | 22.6/H |
| 1/4 | 3/64 | 0.06 | 1500 | 1350 | 825 | 750 | 620 | 530 | 700 | 565 | 495 | 140 | 140 | 8262H106 ① | 8262H180 ① | 4 | ● | 6.1/F | 10.6/H |
| 1/4 | 3/64 | 0.06 | 750 | 750 | 725 | 750 | 640 | 550 | 750 | 600 | 500 | 180 | 180 | 8262H019 | 8262H080 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 3/32 | 0.21 | 720 | 410 | 410 | 610 | 410 | 410 | 600 | 410 | 400 | 180 | 180 | 8262H109 | 8262H183 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 3/32 | 0.21 | 590 | 410 | 410 | 290 | 290 | 270 | 240 | 240 | 225 | 180 | 180 | 8262H108 | 8262H182 | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 3/32 | 0.21 | 500 | 350 | 270 | 295 | 210 | 205 | 285 | 200 | 195 | 180 | 180 | 8262H021 | - | 4 | ○ | 9.1/F | 18.6/H |
| 1/4 | 3/32 | 0.21 | 370 | 330 | 160 | 235 | 160 | 160 | 215 | 150 | 145 | 180 | 180 | 8262H020 | 8262H086 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 1/8 | 0.35 | 500 | 380 | 355 | 275 | 275 | 235 | 250 | 250 | 225 | 180 | 180 | 8262H110 | 8262H185 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 1/8 | 0.35 | 340 | 300 | 215 | 130 | 125 | 115 | 110 | 105 | 100 | 180 | 180 | 8262H232 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 1/8 | 0.35 | 340 | 300 | 215 | - | - | - | - | - | - | 180 | - | - | 8262H184 | 3 | ○ | 10.1/F | - |
| 1/4 | 1/8 | 0.35 | 275 | 260 | 150 | 165 | 130 | 120 | 155 | 120 | 115 | 180 | 180 | 8262H023 | - | 4 | ○ | 9.1/F | 18.6/H |
| 1/4 | 1/8 | 0.35 | 185 | 180 | 90 | 130 | 110 | 90 | 120 | 100 | 85 | 180 | 180 | 8262H022 | 8262H007 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 5/32 | 0.52 | 300 | 210 | 210 | 135 | 135 | 135 | 115 | 115 | 115 | 180 | 180 | 8262H112 | 8262H187 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 5/32 | 0.52 | 210 | 200 | 145 | 65 | 63 | 63 | 55 | 54 | 54 | 180 | 180 | 8262H202 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 5/32 | 0.52 | 210 | 200 | 145 | - | - | - | - | - | - | 180 | 180 | - | 8262H220 | 3 | ○ | 10.1/F | - |
| 1/4 | 5/32 | 0.52 | 150 | 140 | 100 | 95 | 75 | 75 | 85 | 72 | 70 | 180 | 180 | 8262H113 | - | 4 | ○ | 9.1/F | 18.6/H |
| 1/4 | 5/32 | 0.52 | 100 | 100 | 55 | 72 | 60 | 55 | 67 | 53 | 52 | 180 | 180 | 8262H111 | 8262H186 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 7/32 | 0.73 | 125 | 125 | 125 | 70 | 70 | 70 | 65 | 65 | 65 | 180 | 180 | 8262H114 | 8262H188 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 7/32 | 0.73 | 100 | 100 | 100 | 35 | 35 | 35 | 30 | 30 | 30 | 180 | 180 | 8262H208 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 7/32 | 0.73 | 100 | 100 | 100 | - | - | - | - | - | - | 180 | - | - | 8262H226 | 3 | ○ | 10.1/F | - |
| 1/4 | 7/32 | 0.73 | 55 | 54 | 40 | 38 | 33 | 31 | 35 | 30 | 28 | 180 | 180 | 8262H013 | 8262H036 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 9/32 | 0.88 | 90 | 90 | 90 | 53 | 50 | 47 | 48 | 46 | 44 | 180 | 180 | 8262H212 | 8262H230 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 9/32 | 0.88 | 65 | 75 | 60 | 25 | 25 | 22 | 22 | 22 | 20 | 180 | 180 | 8262H210 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 9/32 | 0.88 | 65 | 75 | 60 | - | - | - | - | - | - | 180 | - | - | 8262H189 | 3 | ○ | 10.1/F | - |
| 1/4 | 9/32 | 0.88 | 36 | 36 | 33 | 27 | 23 | 21 | 24 | 22 | 20 | 180 | 180 | 8262H090 | 8262H038 | 4 | ○ | 6.1/F | 10.6/H |
| 3/8 | 1/8 | 0.35 | 500 | 380 | 355 | 275 | 275 | 160 | 250 | 250 | 150 | 180 | 180 | 8263H115 | 8263H191 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 1/8 | 0.35 | 340 | 300 | 215 | 130 | 125 | 85 | 110 | 105 | 75 | 180 | 180 | 8263H232 | - | 5 | ○ | 10.1/F | 11.6/H |
| 3/8 | 1/8 | 0.35 | 340 | 300 | 215 | - | - | - | - | - | - | 180 | - | - | 8263H190 | 5 | ○ | 10.1/F | - |
| 3/8 | 1/8 | 0.35 | 275 | 260 | 140 | 165 | 130 | 110 | 155 | 120 | 105 | 180 | 180 | 8263H003 | - | 6 | ○ | 9.1/F | 18.6/H |
| 3/8 | 1/8 | 0.35 | 185 | 180 | 90 | 130 | 110 | 80 | 120 | 100 | 75 | 180 | 180 | 8263H002 | 8263H330 | 6 | ○ | 6.1/F | 10.6/H |
| 3/8 | 5/32 | 0.52 | 300 | 210 | 195 | 135 | 135 | 100 | 115 | 115 | 90 | 180 | 180 | 8263H118 | 8263H193 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 5/32 | 0.52 | 210 | 185 | 100 | 65 | 63 | 50 | 55 | 54 | 44 | 180 | 180 | 8263H200 | - | 5 | ○ | 10.1/F | 11.6/H |
| 3/8 | 5/32 | 0.52 | 210 | 185 | 100 | - | - | - | - | - | - | 180 | - | - | 8263H331 | 5 | ○ | 10.1/F | - |
| 3/8 | 5/32 | 0.52 | 150 | 140 | 80 | 95 | 75 | 75 | 85 | 72 | 70 | 180 | 180 | 8263H117 | - | 6 | ○ | 9.1/F | 18.6/H |
| 3/8 | 5/32 | 0.52 | 100 | 100 | 50 | 72 | 60 | 55 | 67 | 53 | 52 | 180 | 180 | 8263H116 | 8263H192 | 6 | ○ | 6.1/F | 10.6/H |
| 3/8 | 7/32 | 0.73 | 125 | 100 | 100 | 70 | 70 | 70 | 65 | 65 | 65 | 180 | 180 | 8263H206 | 8263H332 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 7/32 | 0.73 | 100 | 86 | 70 | 35 | 35 | 35 | 30 | 30 | 30 | 180 | 180 | 8263H124 | - | 5 | ○ | 10.1/F | 11.6/H |
| 3/8 | 7/32 | 0.73 | 100 | 86 | 70 | - | - | - | - | - | - | 180 | - | - | 8263H195 | 5 | ○ | 10.1/F | - |
| 3/8 | 7/32 | 0.73 | 55 | 54 | 29 | 38 | 33 | 31 | 35 | 30 | 28 | 180 | 180 | 8263H119 | 8263H194 | 6 | ○ | 6.1/F | 10.6/H |
| 3/8 | 9/32 | 0.88 | 100 | 85 | 70 | 53 | 50 | 47 | 48 | 46 | 44 | 180 | 180 | 8263H210 | 8263H333 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 9/32 | 0.88 | 65 | 63 | 47 | - | - | - | - | - | - | 180 | 180 | 8263H125 | 8263H197 | 5 | ○ | 10.1/F | - |
| 3/8 | 9/32 | 0.88 | 35 | 32 | 21 | 27 | 23 | 21 | 24 | 22 | 20 | 180 | 180 | 8263H054 | 8263H196 | 6 | ○ | 6.1/F | 10.6/H |

 ① Cast UR disc supplied as standard, limits min. ambient temp. to 32°F (0°C); ● = General Purpose Valve, ○ = Safety Shutoff Valve

## Specifications (Metric units)

| Pipe Size (ins.) | Orifice size (mm) | Kv Flow Factor ($m^3/h$) | Operating Pressure Differential (bar) | | | | | | | | | Max. Fluid Temp. °C | | Catalog Number | | Const. Ref. | UL Listing | Watt Rating/ Class of Coil Insulation | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Max. AC@55°C | | | Max. DC@40°C | | | Max. DC@55°C | | | | | | | | | | |
| | | | Air-Inert Gas | Water | Lt. Oil @ 300ssu | Air-Inert Gas | Water | Lt. Oil @ 300ssu | Air-Inert Gas | Water | Lt. Oil 300ssu | AC | DC | Brass | Stainless Steel | | | AC | DC |
| **NORMALLY CLOSED (Closed when de-energized), NBR Disc** | | | | | | | | | | | | | | | | | | | |
| 1/8 | 1.2 | 0.05 | 152 | 152 | 117 | - | - | - | - | - | - | 60 | - | - | 8262H175 ① | 1 | ● | 10.1/F | - |
| 1/8 | 1.2 | 0.05 | - | - | - | 138 | 138 | 119 | 131 | 131 | 117 | - | 60 | - | 8262H176 ① | 1 | ● | - | 22.6/H |
| 1/8 | 1.2 | 0.05 | - | - | - | 103 | 103 | 103 | 103 | 103 | 103 | - | 60 | 8262H089 ① | - | 1 | ● | - | 22.6/H |
| 1/8 | 1.2 | 0.05 | 140 | 118 | 57 | 67 | 51 | 50 | 63 | 48 | 47 | 60 | 60 | - | 8262H079 ① | 2 | ● | 9.1/F | 18.6/H |
| 1/8 | 1.2 | 0.05 | 103 | 93 | 57 | 52 | 43 | 39 | 48 | 39 | 37 | 60 | 60 | 8262H096 ① | - | 2 | ● | 6.1/F | 10.6/H |
| 1/8 | 1.2 | 0.05 | 103 | 93 | 57 | - | - | - | - | - | - | 60 | - | - | 8262H173 ① | 2 | ● | 6.1/F | - |
| 1/8 | 1.2 | 0.05 | 103 | 103 | 103 | 81 | 79 | 65 | 69 | 67 | 59 | 60 | 60 | 8262H099 ① | - | 1 | ● | 10.1/F | 11.6/H |
| 1/8 | 1.2 | 0.05 | 52 | 52 | 50 | 52 | 44 | 38 | 52 | 41 | 34 | 82 | 82 | 8262H001 | 8262H012 | 2 | ○ | 6.1/F | 10.6/H |
| 1/8 | 2.4 | 0.18 | 50 | 28 | 28 | 42 | 28 | 28 | 41 | 28 | 28 | 82 | 82 | 8262H277 | 8262H178 | 1 | ○ | 17.1/F | 22.6/H |
| 1/8 | 2.4 | 0.18 | - | - | - | 20 | 20 | 19 | 17 | 17 | 18 | - | 82 | - | 8262H177 | 1 | ○ | - | 11.6/H |
| 1/8 | 2.4 | 0.18 | 34 | 24 | 22 | 20 | 14 | 14 | 20 | 14 | 13 | 82 | 82 | 8262H011 | - | 2 | ○ | 9.1/F | 18.6/H |
| 1/8 | 2.4 | 0.18 | 26 | 23 | 13 | 16 | 11 | 11 | 15 | 10 | 10 | 82 | 82 | 8262H014 | 8262H015 | 2 | ○ | 6.1/F | 10.6/H |
| 1/8 | 3.2 | 0.30 | 34 | 26 | 24 | 19 | 19 | 16 | 17 | 17 | 16 | 82 | 82 | 8262H105 | 8262H174 | 1 | ○ | 17.1/F | 22.6/H |
| 1/8 | 3.2 | 0.30 | 23 | 21 | 15 | - | - | - | - | - | - | 82 | - | - | 8262H179 | 1 | ○ | 10.1/F | - |
| 1/8 | 3.2 | 0.30 | 19 | 18 | 13 | 11 | 9 | 9 | 11 | 8 | 8 | 82 | 82 | 8262H016 | - | 2 | ○ | 9.1/F | 18.6/H |
| 1/8 | 3.2 | 0.30 | 13 | 12 | 8 | 9 | 8 | 7 | 8 | 7 | 6 | 82 | 82 | 8262H002 | 8262H006 | 2 | ○ | 6.1/F | 10.6/H |
| 1/4 | 1.2 | 0.05 | 152 | 152 | 117 | 81 | 79 | 65 | 69 | 67 | 59 | 60 | 60 | - | 8262H214 ① | 3 | ● | 10.1/F | 11.6/H |
| 1/4 | 1.2 | 0.05 | 103 | 103 | 103 | 81 | 79 | 65 | 69 | 67 | 59 | 60 | 60 | 8262H200 ① | - | 3 | ● | 10.1/F | 11.6/H |
| 1/4 | 1.2 | 0.05 | 103 | 103 | 103 | 103 | 103 | 103 | 103 | 103 | 103 | 60 | 60 | 8262H107 ① | - | 3 | ● | 17.1/F | 22.6/H |
| 1/4 | 1.2 | 0.05 | - | - | - | 138 | 138 | 119 | 131 | 131 | 117 | - | 60 | - | 8262H181 ① | 3 | ● | - | 22.6/H |
| 1/4 | 1.2 | 0.05 | 103 | 93 | 57 | 52 | 43 | 37 | 48 | 39 | 34 | 60 | 60 | 8262H106 ① | 8262H180 ① | 4 | ● | 6.1/F | 10.6/H |
| 1/4 | 1.2 | 0.05 | 52 | 52 | 50 | 52 | 44 | 38 | 52 | 41 | 34 | 82 | 82 | 8262H019 | 8262H080 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 2.4 | 0.18 | 50 | 28 | 28 | 42 | 28 | 28 | 41 | 28 | 28 | 82 | 82 | 8262H109 | 8262H183 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 2.4 | 0.18 | 41 | 28 | 28 | 20 | 20 | 19 | 17 | 17 | 16 | 82 | 82 | 8262H108 | 8262H182 | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 2.4 | 0.18 | 34 | 24 | 19 | 20 | 14 | 14 | 20 | 14 | 13 | 82 | 82 | 8262H021 | - | 4 | ○ | 9.1/F | 18.6/H |
| 1/4 | 2.4 | 0.18 | 26 | 23 | 11 | 16 | 11 | 11 | 15 | 10 | 10 | 82 | 82 | 8262H020 | 8262H086 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 3.2 | 0.30 | 34 | 26 | 24 | 19 | 19 | 16 | 17 | 17 | 16 | 82 | 82 | 8262H110 | 8262H185 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 3.2 | 0.30 | 23 | 21 | 15 | 9 | 9 | 8 | 8 | 7 | 7 | 82 | 82 | 8262H232 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 3.2 | 0.30 | 23 | 21 | 15 | - | - | - | - | - | - | 82 | - | - | 8262H184 | 3 | ○ | 10.1/F | - |
| 1/4 | 3.2 | 0.30 | 19 | 18 | 10 | 11 | 9 | 8 | 11 | 8 | 8 | 82 | 82 | 8262H023 | - | 4 | ○ | 9.1/F | 18.6/H |
| 1/4 | 3.2 | 0.30 | 13 | 12 | 6 | 9 | 8 | 6 | 8 | 7 | 6 | 82 | 82 | 8262H022 | 8262H007 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 4.0 | 0.45 | 21 | 14 | 14 | 9 | 9 | 9 | 8 | 8 | 8 | 82 | 82 | 8262H112 | 8262H187 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 4.0 | 0.45 | 14 | 14 | 10 | 4 | 4 | 4 | 4 | 4 | 4 | 82 | 82 | 8262H202 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 4.0 | 0.45 | 14 | 14 | 10 | - | - | - | - | - | - | 82 | - | - | 8262H220 | 3 | ○ | 10.1/F | - |
| 1/4 | 4.0 | 0.45 | 10 | 10 | 7 | 7 | 5 | 5 | 6 | 5 | 5 | 82 | 82 | 8262H113 | - | 4 | ○ | 9.1/F | 18.6/H |
| 1/4 | 4.0 | 0.45 | 7 | 7 | 4 | 5 | 4 | 4 | 5 | 4 | 4 | 82 | 82 | 8262H111 | 8262H186 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 5.6 | 0.63 | 9 | 9 | 9 | 5 | 5 | 5 | 4 | 4 | 4 | 82 | 82 | 8262H114 | 8262H188 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 5.6 | 0.63 | 7 | 7 | 7 | 2 | 2 | 2 | 2 | 2 | 2 | 82 | 82 | 8262H208 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 5.6 | 0.63 | 7 | 7 | 7 | - | - | - | - | - | - | 82 | - | - | 8262H226 | 3 | ○ | 10.1/F | - |
| 1/4 | 5.6 | 0.63 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 82 | 82 | 8262H013 | 8262H036 | 4 | ○ | 6.1/F | 10.6/H |
| 1/4 | 7.1 | 0.76 | 6 | 6 | 6 | 4 | 3 | 3 | 3 | 3 | 3 | 82 | 82 | 8262H212 | 8262H230 | 3 | ○ | 17.1/F | 22.6/H |
| 1/4 | 7.1 | 0.76 | 4 | 5 | 4 | 2 | 2 | 2 | 2 | 2 | 1 | 82 | 82 | 8262H210 | - | 3 | ○ | 10.1/F | 11.6/H |
| 1/4 | 7.1 | 0.76 | 4 | 5 | 4 | - | - | - | - | - | - | 82 | - | - | 8262H189 | 3 | ○ | 10.1/F | - |
| 1/4 | 7.1 | 0.76 | 2 | 2 | 2 | 2 | 2 | 1 | 2 | 2 | 1 | 82 | 82 | 8262H090 | 8262H038 | 4 | ○ | 6.1/F | 10.6/H |
| 3/8 | 3.2 | 0.30 | 34 | 26 | 24 | 19 | 21 | 11 | 17 | 19 | 10 | 82 | 82 | 8263H115 | 8263H191 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 3.2 | 0.30 | 23 | 21 | 15 | 9 | 9 | 6 | 8 | 7 | 5 | 82 | 82 | 8263H232 | - | 5 | ○ | 10.1/F | 11.6/H |
| 3/8 | 3.2 | 0.30 | 23 | 21 | 15 | - | - | - | - | - | - | 82 | 82 | - | 8263H190 | 5 | ○ | 10.1/F | - |
| 3/8 | 3.2 | 0.30 | 19 | 18 | 10 | 11 | 9 | 8 | 11 | 8 | 7 | 82 | 82 | 8263H003 | - | 6 | ○ | 9.1/F | 18.6/H |
| 3/8 | 3.2 | 0.30 | 13 | 12 | 6 | 9 | 8 | 6 | 8 | 7 | 5 | 82 | 82 | 8263H002 | 8263H330 | 6 | ○ | 6.1/F | 10.6/H |
| 3/8 | 4.0 | 0.45 | 21 | 14 | 13 | 9 | 9 | 7 | 8 | 8 | 6 | 82 | 82 | 8263H118 | 8263H193 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 4.0 | 0.45 | 14 | 13 | 7 | 4 | 4 | 3 | 4 | 4 | 3 | 82 | 82 | 8263H200 | - | 5 | ○ | 10.1/F | 11.6/H |
| 3/8 | 4.0 | 0.45 | 14 | 13 | 7 | - | - | - | - | - | - | 82 | - | - | 8263H331 | 5 | ○ | 10.1/F | - |
| 3/8 | 4.0 | 0.45 | 10 | 10 | 6 | 7 | 5 | 5 | 6 | 5 | 5 | 82 | 82 | 8263H117 | - | 6 | ○ | 9.1/F | 18.6/H |
| 3/8 | 4.0 | 0.45 | 7 | 7 | 3 | 5 | 4 | 4 | 5 | 4 | 4 | 82 | 82 | 8263H116 | 8263H192 | 6 | ○ | 6.1/F | 10.6/H |
| 3/8 | 5.6 | 0.63 | 9 | 7 | 7 | 5 | 5 | 5 | 4 | 4 | 4 | 82 | 82 | 8263H206 | 8263H332 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 5.6 | 0.63 | 7 | 6 | 5 | 2 | 2 | 2 | 2 | 2 | 2 | 82 | 82 | 8263H124 | - | 5 | ○ | 10.1/F | 11.6/H |
| 3/8 | 5.6 | 0.63 | 7 | 6 | 5 | - | - | - | - | - | - | 82 | - | - | 8263H195 | 5 | ○ | 10.1/F | - |
| 3/8 | 5.6 | 0.63 | 4 | 4 | 2 | 3 | 2 | 2 | 2 | 2 | 2 | 82 | 82 | 8263H119 | 8263H194 | 6 | ○ | 6.1/F | 10.6/H |
| 3/8 | 7.1 | 0.76 | 7 | 6 | 5 | 4 | 3 | 3 | 3 | 3 | 3 | 82 | 82 | 8263H210 | 8263H333 | 5 | ○ | 17.1/F | 22.6/H |
| 3/8 | 7.1 | 0.76 | 4 | 4 | 3 | - | - | - | - | - | - | 82 | - | 8263H125 | 8263H197 | 5 | ○ | 10.1/F | - |
| 3/8 | 7.1 | 0.76 | 2 | 2 | 1 | 2 | 2 | 1 | 2 | 2 | 1 | 82 | 82 | 8263H054 | 8263H196 | 6 | ○ | 6.1/F | 10.6/H |

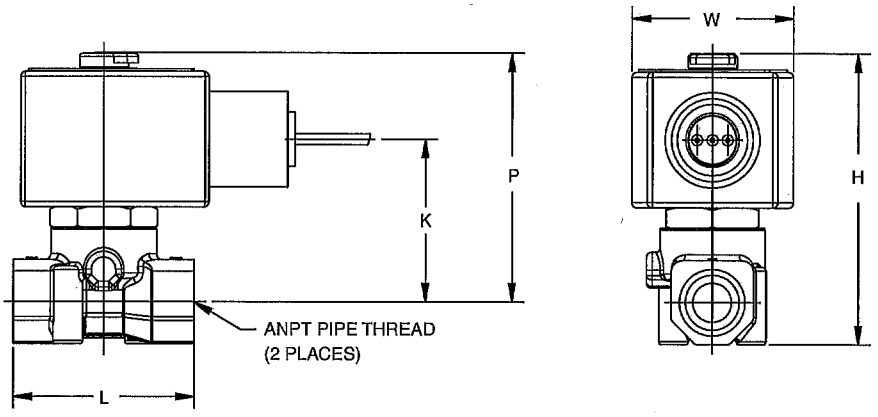
① Cast UR disc supplied as standard, limits min. ambient temp. to 32°F (0°C); ● = General Purpose Valve, ○ = Safety Shutoff Valve

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## Dimensions: inches (mm)

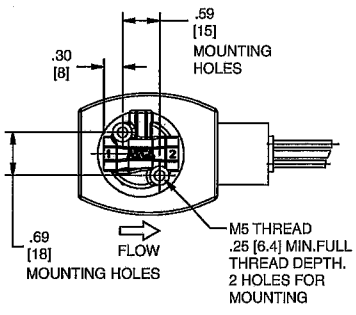
| Const. Ref. | | H | K | L | P | W |
|---|---|---|---|---|---|---|
| 1 | ins | 3.05 | 1.71 | 1.19 | 2.69 | 1.95 |
| | mm | 77 | 43 | 30 | 68 | 50 |
| 2 | ins | 2.85 | 1.60 | 1.19 | 2.50 | 1.69 |
| | mm | 72 | 41 | 30 | 63 | 43 |
| 3 | ins | 3.12 | 1.79 | 1.56 | 2.76 | 1.95 |
| | mm | 79 | 45 | 40 | 70 | 50 |
| 4 | ins | 2.96 | 1.72 | 1.56 | 2.60 | 1.69 |
| | mm | 75 | 44 | 40 | 66 | 43 |
| 5 | ins | 3.20 | 1.79 | 1.88 | 2.77 | 1.95 |
| | mm | 81 | 45 | 48 | 70 | 50 |
| 6 | ins | 3.03 | 1.72 | 1.88 | 2.60 | 1.69 |
| | mm | 77 | 44 | 48 | 66 | 43 |

### Const. Ref. 1-6

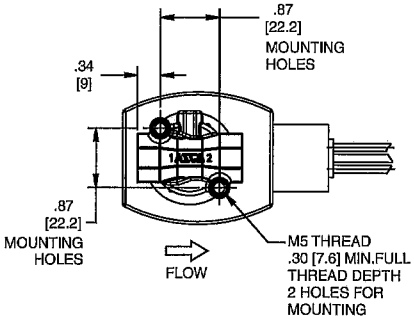



### Mounting Dimensions

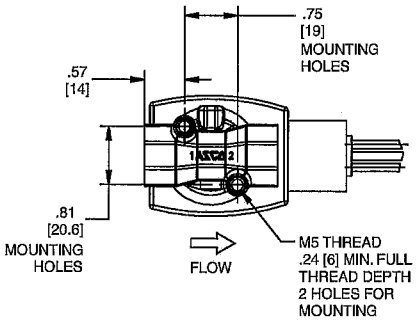
**Const. Ref. 1, 2**
**(1/8" Pipe)**




**Const. Ref. 3, 4**
**(1/4" Pipe)**




**Const. Ref. 5, 6**
**(3/8" Pipe)**




**Note: Mounting holes will accept a standard #10-32 machine screw.**

# Installation & Maintenance Instructions

**2–WAY DIRECT–ACTING SOLENOID VALVES**
**NORMALLY OPEN OR NORMALLY CLOSED OPERATION**
**BRASS OR STAINLESS STEEL CONSTRUCTION – 1/8″, 1/4″, OR 3/8″ NPT**

**SERIES**
**8262**
**8263**

Form No.V5256R9

**IMPORTANT: See separate solenoid installation and maintenance instructions for information on: Wiring, Solenoid Temperature, Causes of Improper Operation, and Coil or Solenoid Replacement.**

## DESCRIPTION

Series 8262 and 8263 valves are 2–way direct–acting general service solenoid valves. Valves bodies are of rugged brass or stainless steel. Series 8262 or 8263 valves may be provided with a general purpose or explosionproof solenoid enclosure. Series 8262 and 8263 valves with suffix "P" in the catalog number are designed for dry inert gas and non–lubricated air service.

## OPERATION

**Normally Open:** Valve is open when solenoid is de–energized; closed when is energized.

**Normally Closed:** Valve is closed when solenoid is de–energized; open when energized.

**IMPORTANT: No minimum operating pressure required.**

### Manual Operation

Manual operator allows manual operation when desired or during an electrical power outage. Depending upon basic valve construction, three types of manual operators are available:

### Push Type Manual Operator

To engage push type manual operator, push stem at base of valve body upward as far as possible. Valve will now be in the same position as when the solenoid is energized. To disengage manual operator, release stem. Manual operator will return to original position.

### Screw Type Manual Operator

To engage screw type manual operator, rotate stem at base of the valve body clockwise until it hits a stop. Valve will now be in the same position as when the solenoid is energized. To disengage, rotate stem counterclockwise until it hits a stop.

⚠ **CAUTION: For valve to operate electrically, manual operator stem must be fully rotated counterclockwise.**

### Stem/Lever Type Manual Operator

To engage manual operator, turn stem/lever clockwise until it hits a stop. Valve will now be in the same position as when the solenoid is energized. To disengage manual operator, turn stem/lever counterclockwise until it hits a stop.

⚠ **CAUTION: For valve to operate electrically, manual operator stem/lever must be fully rotated counterclockwise.**

### Flow Metering Devices

Valves with suffix "M" in catalog number are provided with a metering device for flow control. Turn stem to right to reduce flow; left to increase flow.

## INSTALLATION

Check nameplate for correct catalog number, pressure, voltage, frequency, and service. Never apply incompatible fluids or exceed pressure rating of the valve. Installation and valve maintenance to be performed by qualified personnel.

Note: Inlet port will either be marked "I" or "IN". Outlet port will be marked "2" or "OUT".

### Future Service Considerations.

Provision should be made for performing seat leakage, external leakage, and operational tests on the valve with a nonhazardous,noncombustible fluid after disassembly and reassembly.

### Temperature Limitations

For maximum valve ambient and fluid temperatures, refer to charts below. Check catalog number, coil prefix, suffix, and watt rating on nameplate to determine the maximum temperatures.

| Wattage | Catalog Number Coil Prefix | Coil Class | Max. Ambient Temp. °F | Max. Fluid Temp. °F |
|---|---|---|---|---|
| 6, 10.5, 12.4 | none, DA or S | A | 77 | 180 |
| 6,10.5 12.4 | DF, FT or SF | F | 125 | 180 |
| 6,10.5, 12.4 | HT | H | 140 | 180 |
| 9,10.7 | none, DP or SP | F | 77 | 180 |
| 9.7 | none, FT or HT | A, F or H | 77 | 120 |
| 11.2 | none, FT or HT | A, F or H | 77 | 150 |
| 16.7 | none, DP or SP | F | 77 | 200 |
| 17.1 | none, KP SP or SD | F | 125 | 180 |
| 17.1 | HB, KB SS or SV | H | 140 | 180 |

Catalog Nos.8262B200 and 8262 C200 AC construction only and Catalog Nos.8262B214 and 8262 D200 AC and DC construction are limited to 140°F fluid temperature.

Valves with Suffix V or W that are designed for AC service and normally closed operation are for use with No. 2 and 4 fuel oil service. These valves have the same maximum temperatures per the above table except Suffix W valves are limited to a maximum fluid temperature of 140°F.

Listed below are valves with Suffix V in the catalog number that are acceptable for higher temperatures.

| Catalog Number Coil Prefix | Max. Ambient Temp.°F | Max. Fluid Temp.°F |
|---|---|---|
| FT8262, HB8262 FT8263, HB8263 8262G, 8263G | 125 | 250* |
| HT or HB 8262G HT or HB 8263G | 140 | 250 |

*The only exception is the 8262G and 8263G series (Class F coil) at 50 Hertz rated 11.1 and 17.1 watts are limited to 210°F fluid temperature.

### Positioning

This valve is designed to perform properly when mounted in any position. However, for optimum life and performance, the solenoid should be mounted vertically and upright to reduce the possibility of foreign matter accumulating in the solenoid base sub–assembly area.


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Valves with suffix "P" in the catalog number must be mounted with the solenoid vertical and upright.

### Mounting
Refer to Figure 2 for mounting dimensions.

### Piping
Connect piping or tubing to valve according to markings on valve body. Inlet port will either be marked "I" or "IN". Outlet port will be marked "2" or "OUT". Wipe the pipe threads clean of cutting oils. Apply pipe compound sparingly to male pipe threads only. If applied to valve threads, the compound may enter the valve and cause operational difficulty. Avoid pipe strain by properly supporting and aligning piping. When tightening the pipe, do not use valve or solenoid as a lever. Locate wrenches applied to valve body or piping as close as possible to connection point.

**IMPORTANT: To protect the solenoid valve, install a strainer or filter suitable for the service involved, in the inlet side as close to the valve as possible. Clean periodically depending on service conditions. See ASCO Series 8600, 8601 and 8602 for strainers.**

## MAINTENANCE

**⚠ WARNING: To prevent the possibility of death, serious injury or property damage, turn off electrical power, depressurize valve, and vent fluid to a safe area before servicing the valve.**

NOTE: It is not necessary to remove the valve from the pipeline for repairs.

### Cleaning
All solenoid valves should be cleaned periodically. The time between cleanings will vary depending on the medium and service conditions. In general, if the voltage to the coil is correct,sluggish valve operation, excessive noise or leakage will indicate that cleaning is required. In the extreme case, faulty valve operation will occur and the valve may fail to open or close. Clean strainer or filter when cleaning the valve.

### Preventive Maintenance
- Keep the medium flowing through the valve as free from dirt and foreign material as possible.
- While in service, the valve should be operated at least once a month to insure proper opening and closing.
- Depending on the medium and service conditions, periodic inspection of internal valve parts for damage or excessive wear is recommended. Thoroughly clean all parts. If parts are worn or damaged, install a complete ASCO Rebuild Kit.

### Causes of Improper Operation
- **Incorrect Pressure**: Check valve pressure. Pressure to valve must be within range specified on nameplate.
- **Excessive Leakage**: Disassemble valve (see Maintenance) and clean all parts. If parts are worn or damaged, install a complete ASCO Rebuild Kit.

### Valve Disassembly
1. Disassemble valve using exploded views for identification of parts.
2. Remove solenoid, see separate instructions.
3. Unscrew solenoid base sub–assembly or valve bonnet with special wrench adapter supplied in ASCO Rebuild Kit. For wrench adapter only, order No. K218948. Remove core assembly, core spring, and solenoid base gasket from valve body. For normal maintenance on Series 8263 valves it is not necessary to remove valve seat. See Figure 1 for metering or manual operator constructions.
4. For normally open construction (Figure 3) remove end cap, or manual operator, (not shown) end cap gasket, disc holder spring, and disc holder assembly.
5. All parts are now accessible to clean or replace. If parts are worn or damaged, install a complete ASCO Rebuild Kit.

### Valve Reassembly
1. Use exploded views for identification, orientation and placement of parts.
2. Lubricate all gaskets with DOW CORNING® 111 Compound lubricant or an equivalent high–grade silicone grease.
3. For normally open construction (Figure 3), install disc holder assembly, disc holder spring, end cap gasket and end cap or manual operator. For valves with 1/8″ NPT, torque end cap or manual operator to 90 ± 10 in–lbs [10,2 ± 1,1 Nm]. For all other valves torque end cap or manual operator to 175 ± 25 in–lbs [19,8 ± 2,8 Nm].
4. For Series 8263 apply a small amount of LOCTITE® PST® pipe sealant to threads of valve seat (if removed). Follow manufacturers instructions for application of pipe sealant. Then install valve seat and torque to 75 ± 10 in–lbs [8,5 ± 1,1 Nm].
5. Replace solenoid base gasket, core assembly with core spring and solenoid base sub–assembly or plugnut/core tube sub–assembly and valve bonnet. Note: For core assemblies with internal type core springs, install wide end of core spring in core assembly first, closed end of core spring protrudes from top of core assembly.
6. For 1/8″ NPT valve constructions, Torque valve bonnet to 90 ± 10 in–lbs [10,2 ± 1,1 Nm]. Torque solenoid base sub–assembly to 175 ± 25 in–lbs [19,8 ± 2,8 Nm].
7. Install solenoid, see separate solenoid instructions. Then make electrical hookup to solenoid.

**⚠ WARNING: To prevent the possibility of death, serious injury or property damage, check valve for proper operation before returning to service. Also perform internal seat and external leakage tests with a nonhazardous, noncombustible fluid.**

8. Restore line pressure and electrical power supply to valve.
9. After maintenance is completed, operate the valve a few times to be sure of proper operation. A metallic *click* signifies the solenoid is operating.

## ORDERING INFORMATION FOR ASCO REBUILD KITS

Parts marked with an asterisk (*) in the exploded view are supplied in Rebuild Kits. When Ordering Rebuild Kits for ASCO valves, order the Rebuild Kit number stamped on the valve nameplate. If the number of the kit is not visible, order by indicating the number of kits required, and the Catalog Number and Serial Number of the valve(s) for which they are intended.

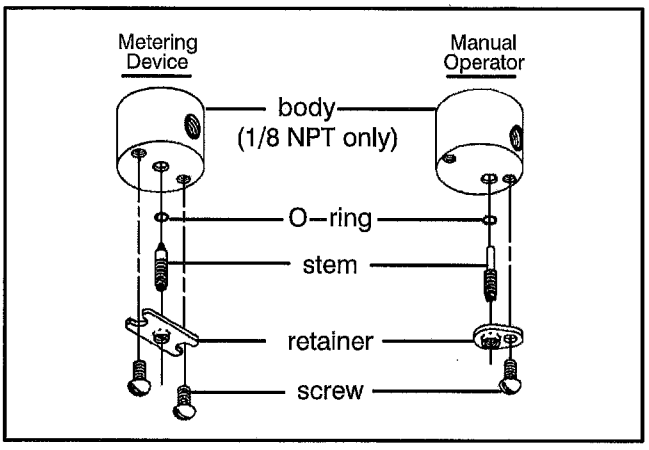


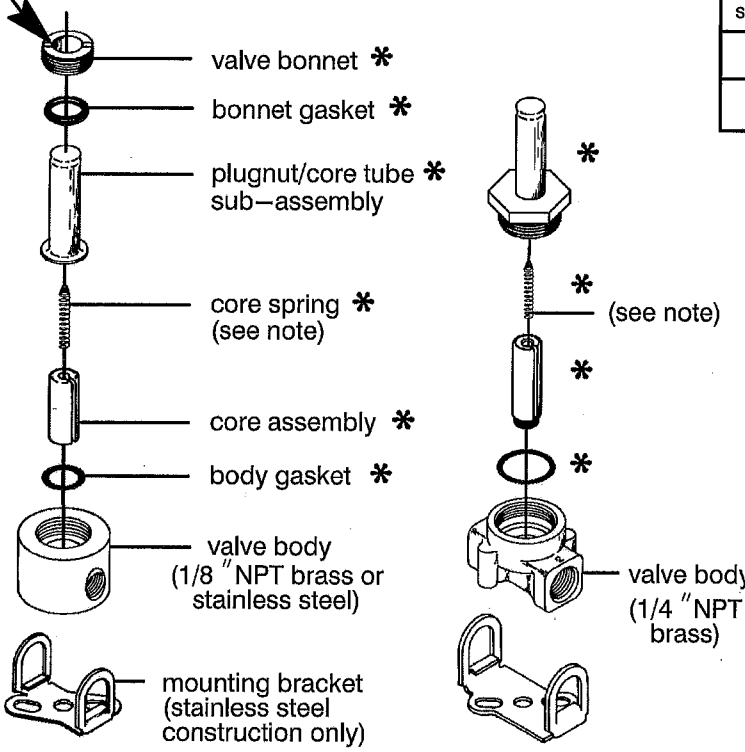

Figure 1. Metering and manual operator constructions.



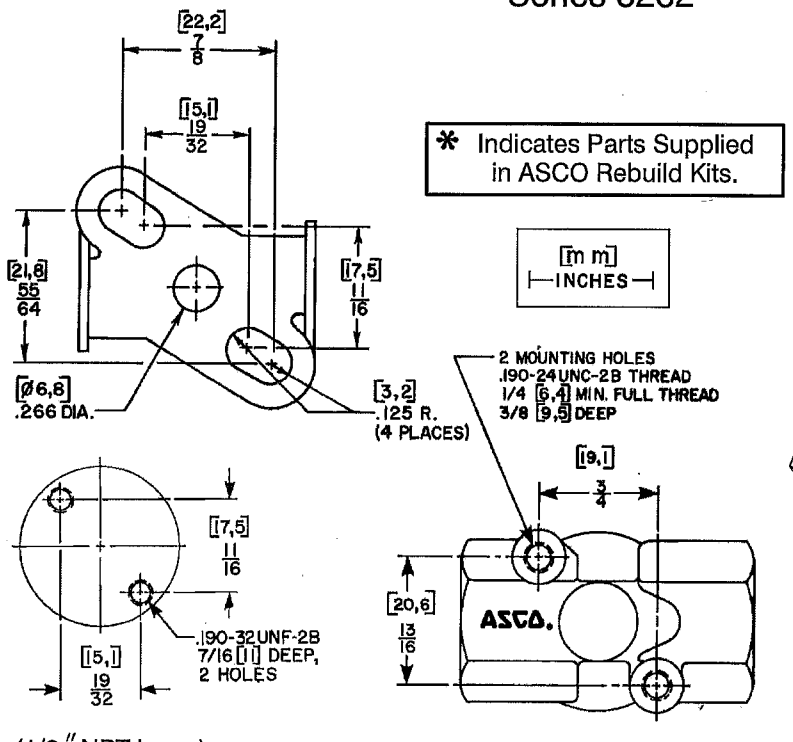
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| Torque Chart | | |
|---|---|---|
| Part Name | Torque value Inch–Pounds | Torque value Newton–Meters |
| solenoid base sub–assembly | 175±25 | 19,8±2,8 |
| valve bonnet | 90±10 | 10,2±1,1 |
| valve seat | 75±10 | 8,5±1,1 |

* Bonnet wrench supplied in ASCO Rebuild Kits. For bonnet wrench only order No. K218948.

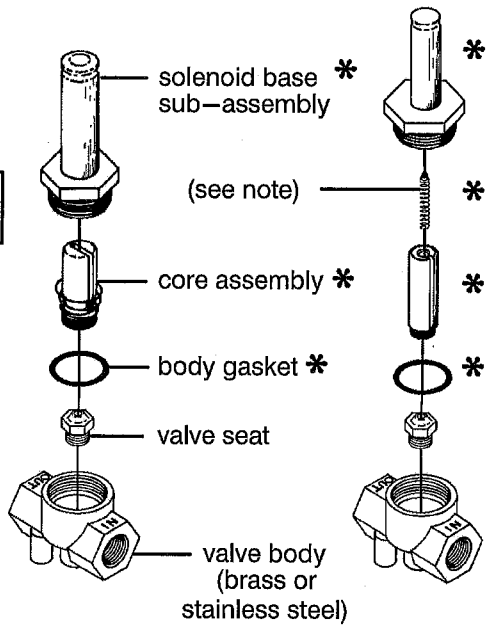



Series 8262




* Indicates Parts Supplied in ASCO Rebuild Kits.

[m m] INCHES




Series 8263

Note:
Wide end of core spring in core first, closed end protrudes from top of core.

Figure 2. Series 8262 and 8263, normally closed construction.



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**Disassembly and Reassembly of Stem /Lever Type Manual Operator (Refer to Figure 3)**

NOTE: There are two stem/lever manual operator constructions. They are identified by the location of the core spring as ***internal*** or ***external*** spring construction.

1. Unscrew solenoid base sub–assembly from manual operator body.
2. Unscrew manual operator body from valve body. Then remove body gasket and stem retainer.
3. Slip stem/spacer sub–assembly with stem gasket from manual operator body. Remove core assembly with core spring from center of manual operator body.
4. All parts are now accessible for cleaning or replacement. Lubricate gaskets per ***Valve Reassembly*** step 2.
5. Position core assembly with core spring into base of manual operator body. Then install stem/spacer sub–assembly into manual operator body to engage with core assembly.
6. Reinstall stem retainer on body and stem/spacer sub–assembly.

**IMPORTANT: The spacer on the stem/spacer sub–assembly must be *inside* of the stem retainer for *internal* spring construction and *outside* the stem retainer for *external* spring construction.**

7. Replace body gasket and install manual operator assembly in valve body. Torque manual operator body to 175 ± 25 in–lbs [19,8 ± 2,8 Nm].
8. Replace solenoid base gasket and solenoid base sub–assembly. Torque solenoid base sub–assembly to 175 ± 25 in–lbs [19,8 ± 2,8 Nm].
9. Check manual operator for proper operation. Turn stem clockwise and counterclockwise; stem should turn freely without binding.

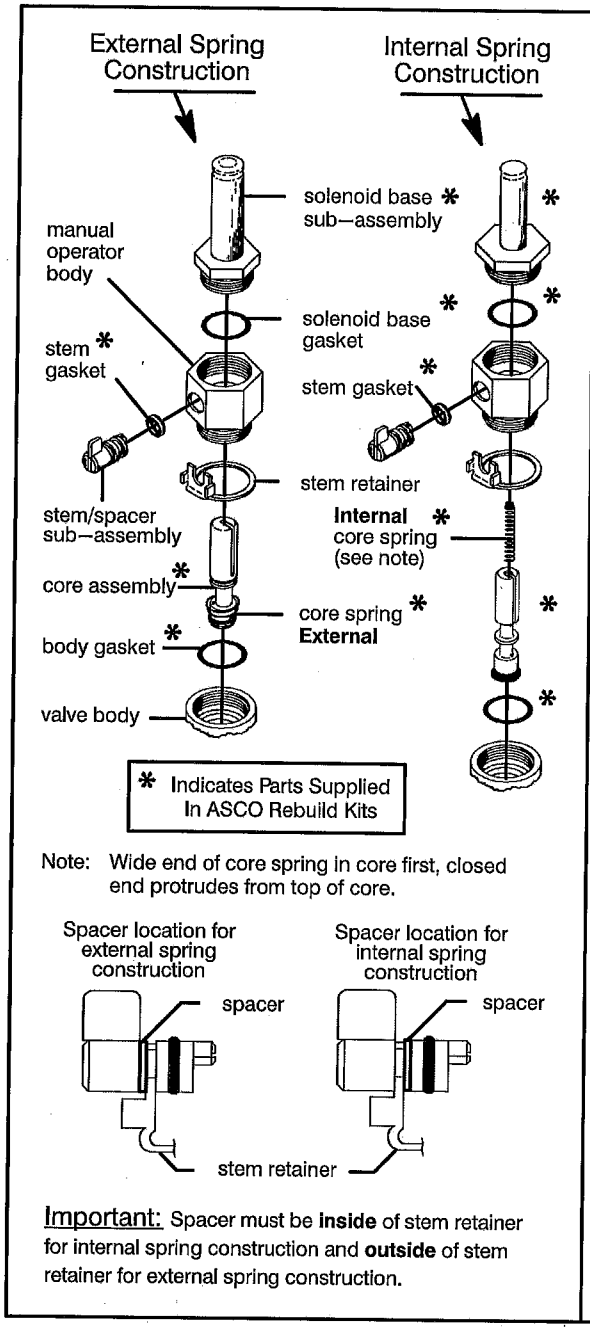



Figure 3. Stem/lever type manual operators

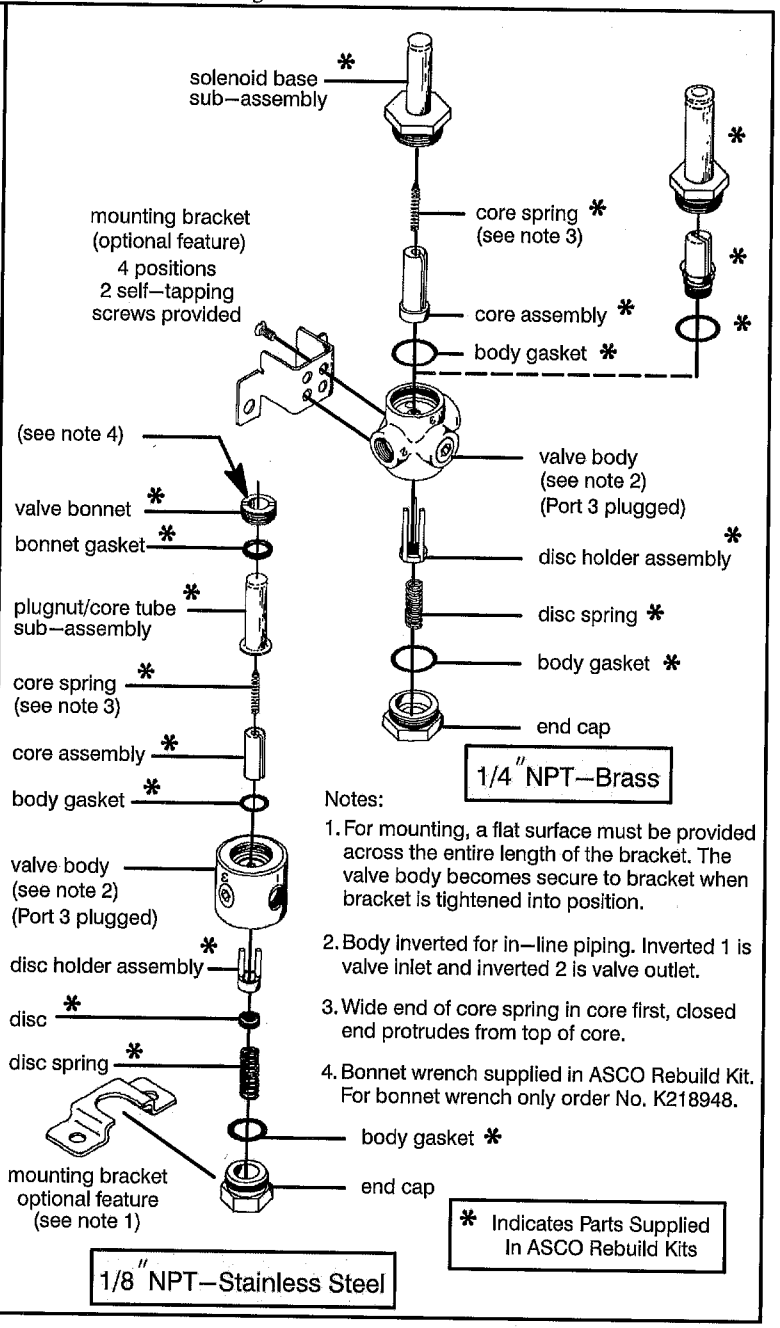



Figure 4. Series 8262, normally open construction.



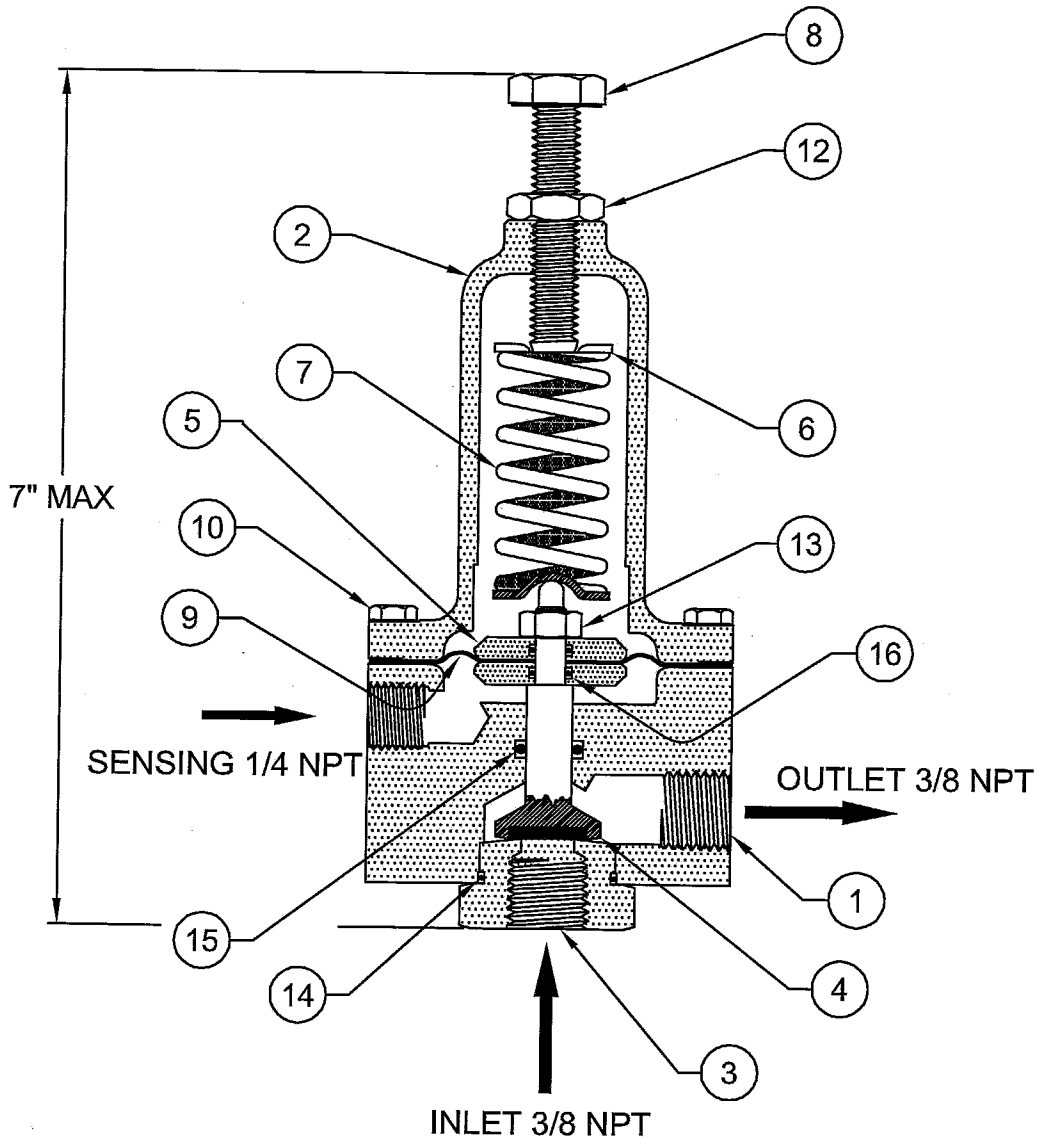
Form No.V5256R9

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A0661C

# PRESSURE RELIEF/ PRESSURE SUSTAINING PILOT

(FOR HIGH PRESSURE APPLICATIONS
SEE DRAWING A0781A MODEL 83RP)




| Item | Description | Material |
|---|---|---|
| 1. | Body | Brass B-16 |
| 2. | Spring Casing | Bronze |
| 3. | Seat Ring | Stainless Steel |
| 4. | Inner Valve | Stainless Steel & Buna-N |
| 5. | Clamp Plate | Brass B-16 |
| 6. | Spring Step | Stainless Steel |
| 7. | Spring | Spring Steel |
| 8. | Adjusting Screw | Stainless Steel |
| 9. | Diaphragm | Buna-N |
| 10. | Body Capscrew | Stainless Steel |
| 12. | Locknut | Stainless Steel |
| 13. | Inner Valve Nut | Stainless Steel |
| 14. | Seat Ring Seal | Buna-N |
| 15. | Body Seal | Buna-N |
| 16. | Clamp Plate Seal | Buna-N |

| Spring Ranges: | Adjustment (psi/turn): |
|---|---|
| 5 - 50 psi | 8 psi |
| 10 - 80 psi | 10 psi |
| 20 - 200 psi | 25 psi |
| 100 - 300 psi | 40 psi |

Rev: September 2002


SINGER VALVE
Result-Based Solutions. Globally.™
www.singervalve.com 12850-87th Avenue. Surrey, B.C. V3W 3H9


| Drawn By: | Approved By: |
|---|---|
| Steve Bishop | Kari Oksanen |
| Date: March 10, 1999 | Drawing: A0661C |

Model 81-RP

SINGER VALVE
Result-Based Solutions. Globally.™

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Surrey, BC. Canada. V3W 3H9
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Fx: 604-594-8845
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# SINGER MODEL 81-RP

## Pressure Relief / Pressure Sustaining Pilot

Drawing A0661C

Installation, Operation and Maintenance Instructions

### DESCRIPTION:

Model 81-RP is a normally closed pilot that opens when the control pressure below the diaphragm exceeds the force of the spring.

### INSTALLATION:

1. Flush system of all foreign matter before installing the valve.
2. The valve can be installed in any position.
3. Check direction of flow and install the valve accordingly. Refer to enclosed schematic and check the arrow in the valve body.
4. Connect control tubing from the sensing connection of the valve to the point of control. Refer to enclosed schematic.

### ADJUSTING PROCEDURE:

1. Loosen the locknut.
2. Turn the adjusting screw clockwise for increased setting, counterclockwise for reduced setting.
3. Lock adjustment by tightening adjusting screw locknut.

### DISASSEMBLY:

1. Turn Adjusting Screw (8) counterclockwise until Spring (7) is free.
2. Remove Body Capscrews (10).
3. Remove Seat Ring (3).
4. Resilient part of Inner Valve can be inspected once the Seat Ring has been removed.
5. To remove Inner Valve (4), use a ¾" socket (not impact socket) to prevent the Inner Valve from turning when removing Inner Valve Nut (13).

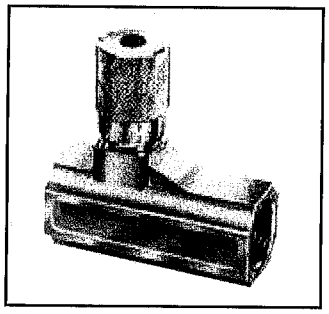
### SERVICE SUGGESTIONS:

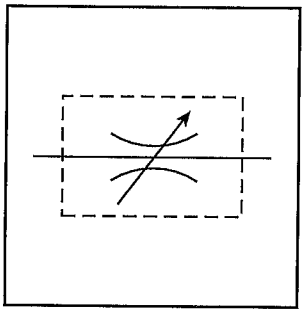
#### FAILS TO OPEN

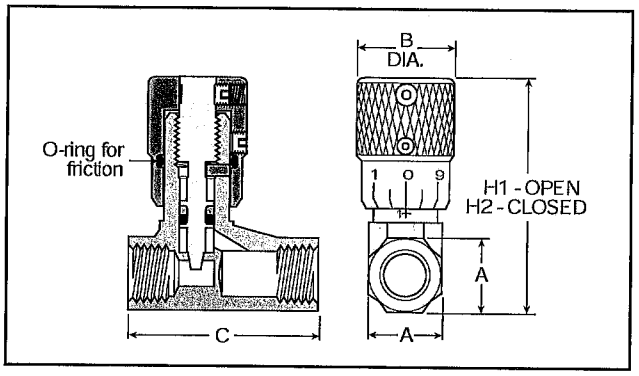
- Spring overset.
- Foreign material in valve.
- Diaphragm ruptured.

#### FAILS TO CLOSE

- Spring underset.
- Foreign material in valve.








## General Information

"338" Series needle valves bi-directionally meter the flow of air through the valve.

This series features a fine tapered needle providing precise flow of air in both directions. Numerical micrometer position markings are stamped on the perimeter of the adjustment knob which provide a visual indication of the setting. Once the desired flow is selected, a set screw can be tightened to maintain the setting.

These valves are available with NPTF ports in 1/8", 1/4", 3/8" 1/2" and 3/4" sizes. This series is recommended for pneumatic service

## Valve Specifications

**Maximum Operating Pressure**.....250 PSIG (Air)

**Operating Temperature**.....Standard: 0° to 180°F*
Extended Temperature..... 0°F to 300°F* (Consult factory)

* Ambient temperatures below freezing require moisture-free air. Ambient temperatures below freezing and above 180° require lubricants especially selected for suitability at these temperatures. Pneumatic valves should be used with filtered and lubricated air.

## Component Materials

**Body Material**.....Brass

**Internal Components**.....Stainless Steel /Brass

**Seals**..... Nitrile (Fluorocarbon optional – consult factory)

## Model Selection and Dimensions

| Model Number | Port Size | Dimensions | | | | | Kit |
|---|---|---|---|---|---|---|---|
| | | A | B | C | H1 | H2 | |
| 00338 1100 | 1/8" | 9/16" | 0.75 | 1.47 | 2.03 | 1.81 | 00337 8000 |
| 00338 1101 | 1/4" | 11/16" | 0.75 | 1.47 | 2.28 | 2.03 | 00337 8001 |
| 00338 1102 | 3/8" | 7/8" | 0.88 | 2.31 | 2.84 | 2.53 | 00337 8002 |
| 00338 1103 | 1/2" | 1-3/16" | 1.06 | 3.25 | 3.62 | 3.22 | 00337 8003 |
| 00338 1104 | 3/4" | 1-3/8" | 1.06 | 3.25 | 3.72 | 3.31 | 00337 8004 |

## Performance Data – Flow

| Model Number | Port Size | Flow (SCFM†) |
|---|---|---|
| 00338 1100 | 1/8" | 15 |
| 00338 1101 | 1/4" | 28 |
| 00338 1102 | 3/8" | 59 |
| 00338 1103 | 1/2" | 126 |
| 00338 1104 | 3/4" | 140 |

† At 100 PSIG inlet pressure with full pressure drop.



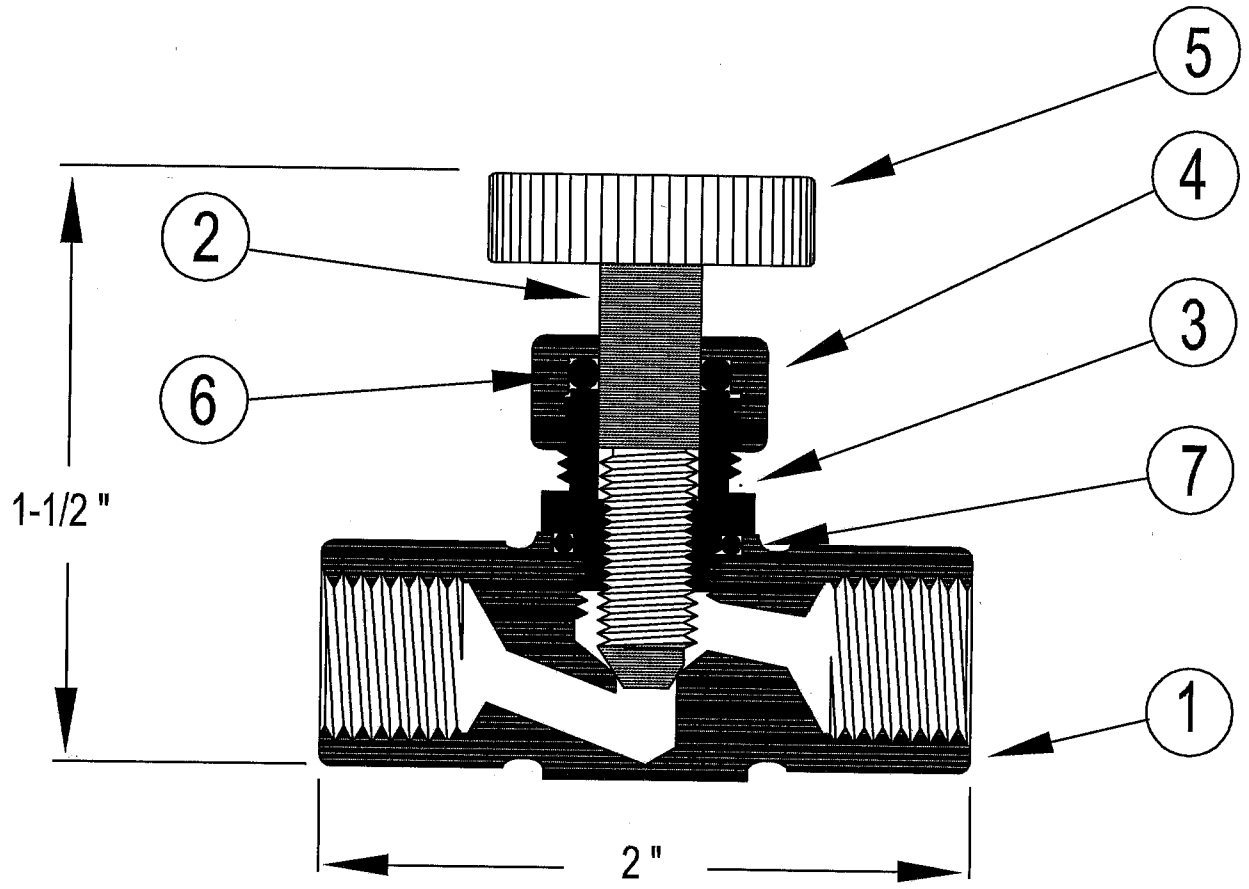


**Parker Hannifin Corporation**
Pneumatic Division
Richland, Michigan
www.parker.com/pneumatics

A0675A

# NEEDLE VALVE

SIZE: 1/4" NPT




| | | |
|---|---|---|
| 1. | Body | Brass |
| 2. | Stem | Stainless Steel |
| 3. | Bonnet | Brass |
| 4. | Packing Nut | Brass |
| 5. | Handle | Brass |
| 6. | Stem Seal | Resilient |
| 7. | Body Seal | Resilient |

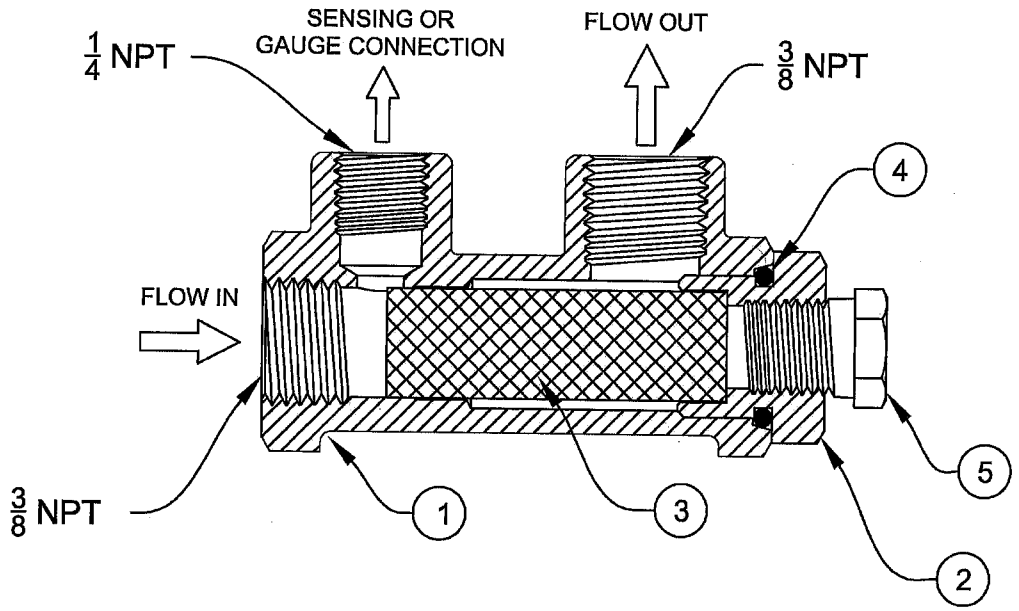

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| Drawn By: | Approved By: |
|---|---|
| Kari Oksanen | Kari Oksanen |
| Date: November 17, 2005 | Drawing: A0675A |

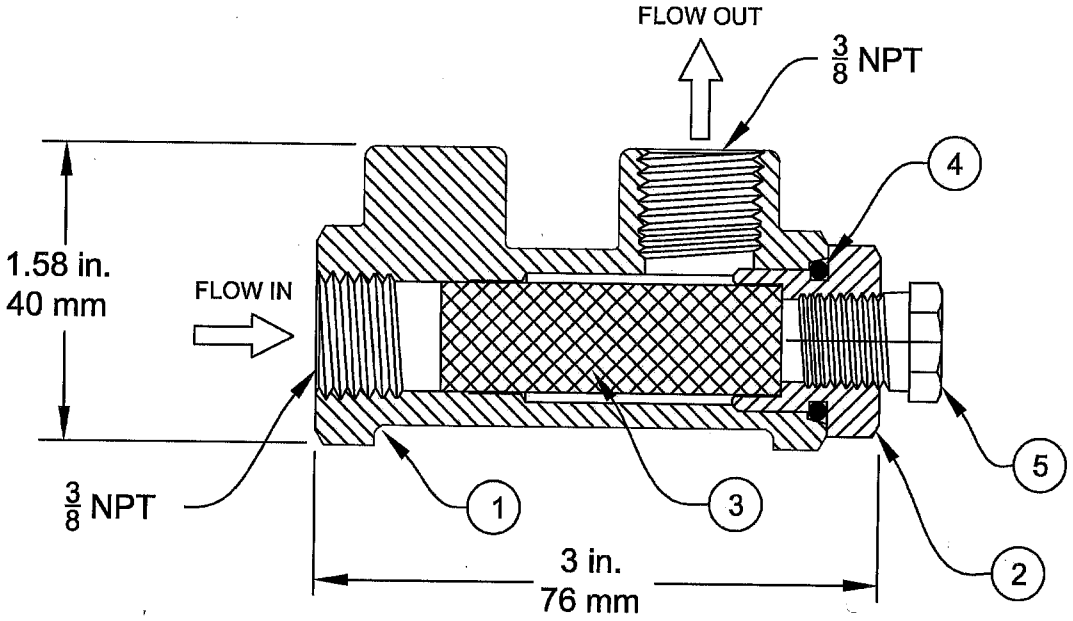
Model 852-B

A0966B

# SINGER MODEL J0097B STRAINER




# SINGER MODEL J0098B STRAINER




| Item | Description | Material |
|---|---|---|
| 1. | Body | Stainless Steel 316 |
| 2. | Screen Retainer | Stainless Steel 316 |
| 3. | Screen (40 Mesh) | Stainless Steel 316 |
| 4. | Screen Retainer Seal | Buna-N |
| 5. | Blow Down Plug | Stainless Steel 316 |


**SINGER VALVE**
*Result-Based Solutions. Globally.™*
www.singervalve.com 12850-87th Avenue. Surrey, B.C. V3W 3H9


| Drawn By: | Approved By: |
|---|---|
| STEPHEN BISHOP | |
| Date: APRIL 12th 2012 | Drawing: A0966B |

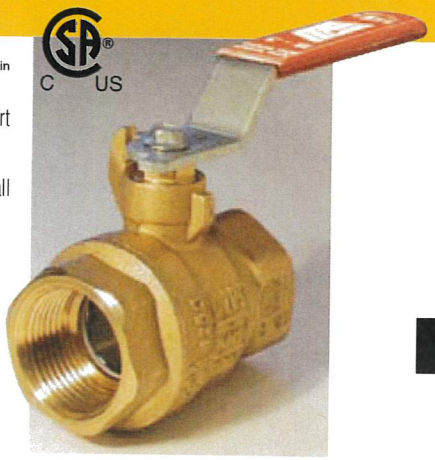
SINGER MODEL J0097B & J0098B STRAINER

M. A. Stewart & Sons Ltd.
VALVES AND FITTINGS

# B Series Forged Brass Ball Valves

## B-3

LISTED 5SAO Trim & Drain

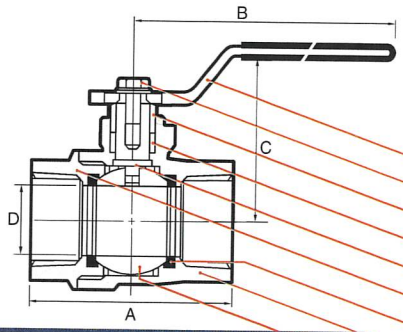


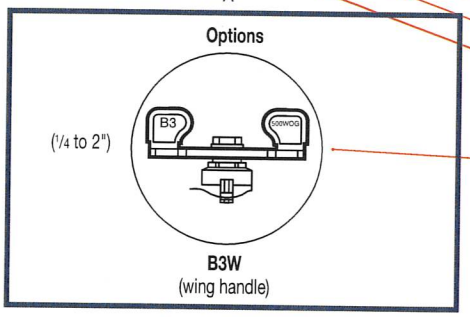
Forged 2 piece construction, Full port
ANSI B1.20.1 NPT ends
Blowout-proof stem, Chrome plated ball
Adjustable packing gland
Class 150 WSP, 600 WOG

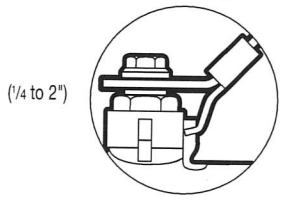
**SS Trim available on model B-3SS-LL (1/4 to 2")**

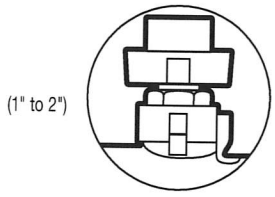
For use with natural, manufactured, liquified petroleum & LP gas-air mixtures to:
ANSI Z21.15/CSA 9.1 (1/2 PSIG)
ASME B16.44/CGA-CR91-002 (2 & 5 PSIG)
ASME B1633/CGA-3.16 (125 PSIG)
-40° to 120°F

5.3



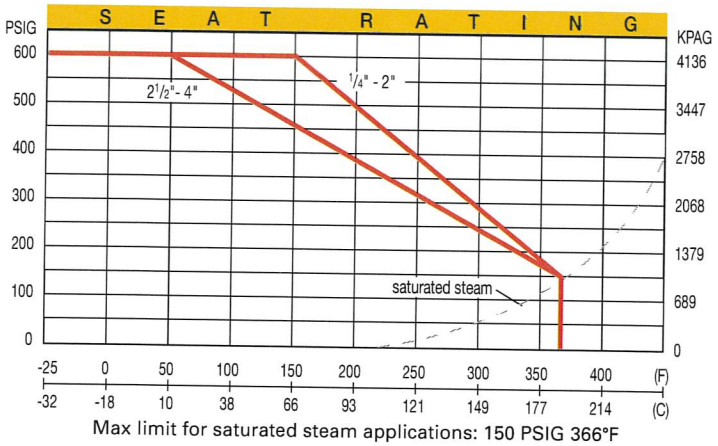




| | NAME / MATERIAL | |
|---|---|---|
| 1. | Lever / Steel ASTM A36 | (AISI 430SS on model B-3SS-LL) |
| 2. | Lever Screw / Steel ASTM A36 | (AISI 430SS on model B-3SS-LL) |
| 3. | Packing Nut / Brass ASTM B124-C37700 | |
| 4. | Packing / Teflon PTFE | |
| 5. | Stem / Brass ASTM B124-C37700 | (ASTM A276-316SS on model B-3SS-LL) |
| 6. | Cap / Brass ASTM B283-C37700 | |
| 7. | Seats / Teflon PTFE | |
| 8. | Body / Brass ASTM B283-C37700 | |
| 9. | Ball / Brass ASTM B124-C37700 Chrome Plated | (ASTM A276-316SS on model B-3SS-LL) |
| 10. | Wing and Latch lock handles / Steel A36 Zinc Plated | |

| DIMENSIONS | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| size (in.) | 1/4 | 3/8 | 1/2 | 3/4 | 1 | 1 1/4 | 1 1/2 | 2 | 2 1/2 | 3 | 4 |
| A | 44 | 44 | 54 | 62.2 | 72.4 | 83.2 | 96.4 | 110.5 | 150 | 173.2 | 192 |
| mm/in | 1.73 | 1.73 | 2.12 | 2.44 | 2.84 | 3.27 | 3.79 | 4.34 | 5.90 | 6.81 | 7.55 |
| B | 81 | 81 | 91.5 | 91.5 | 126.5 | 126.5 | 141.5 | 141.5 | 281 | 281 | 281 |
| mm/in | 3.18 | 3.18 | 3.60 | 3.60 | 4.98 | 4.98 | 5.57 | 5.57 | 11.06 | 11.06 | 11.06 |
| C | 39.4 | 39 | 54 | 57.5 | 65.3 | 70 | 83.3 | 91 | 118 | 132 | 143 |
| mm/in | 1.55 | 1.54 | 2.12 | 2.26 | 2.57 | 2.76 | 3.28 | 3.58 | 4.65 | 5.20 | 5.62 |
| D | 10 | 10 | 15 | 20 | 25 | 32 | 40 | 50 | 65 | 80 | 100 |
| mm/in | 0.39 | 0.39 | 0.59 | 0.78 | 0.98 | 1.25 | 1.57 | 1.96 | 2.55 | 3.14 | 3.93 |
| CV | 8 | 8 | 15 | 30 | 60 | 110 | 130 | 360 | 450 | 620 | 1200 |
| Weight | 0.25 | 0.25 | 0.50 | 0.75 | 1.2 | 1.8 | 2.7 | 3.9 | 8.4 | 11 | 16.5 |
| lb/kg | 0.12 | 0.12 | 0.23 | 0.34 | 0.55 | 0.82 | 1.23 | 1.8 | 3.8 | 5.0 | 9.5 |




Max limit for saturated steam applications: 150 PSIG 366°F

**NOTES:**

1) 2 1/2" and 3" sizes are certified for 1/2 and 5 PSIG gas services only
2) Gas certifications listed are not applicable to 4" size.


Technical data, dimensions, materials & specifications are subject to change without notice.

# SINGER®

a **MUELLER** brand

**SUBMITTAL NO.** _____

**PROJECT REF.** Kodru Mooney PO# 254804

**MODEL NUMBER:**

SINGLE POINT INSERTION
ELECTROMAGNETIC FLOW METER

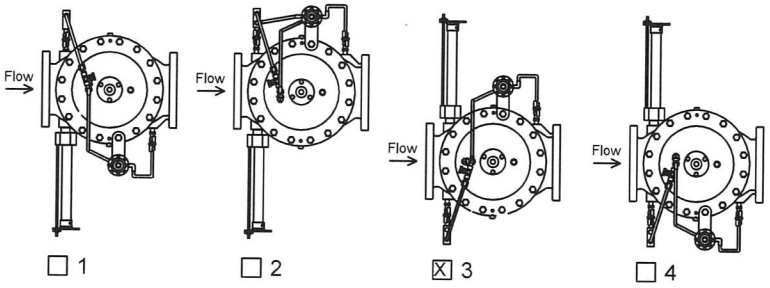
SPI - MV - 008 - AC - 020 - 3 - 1

**CATALOG SELECTION:**

SPI-MV- XXX - XX - XXX - X - X

1 - 106 SERIES BODY (FULL PORT)
2 - 206 SERIES BODY (REDUCED PORT)
3 - 306 SERIES BODY (METRIC VALVES)

PILOT SYSTEM ORIENTATION




☐ 1 ☐ 2 ☒ 3 ☐ 4

VALVE SIZE

| | |
|---|---|
| 003 - 3" | 020 - 20" |
| 004 - 4" | 024 - 24" |
| 006 - 6" | 028 - 28" |
| 008 - 8" | 030 - 30" |
| 010 - 10" | 032 - 32" |
| 012 - 12" | 036 - 36" |
| 016 - 16" | 040 - 40" |
| 018 - 18" | 048 - 48" |

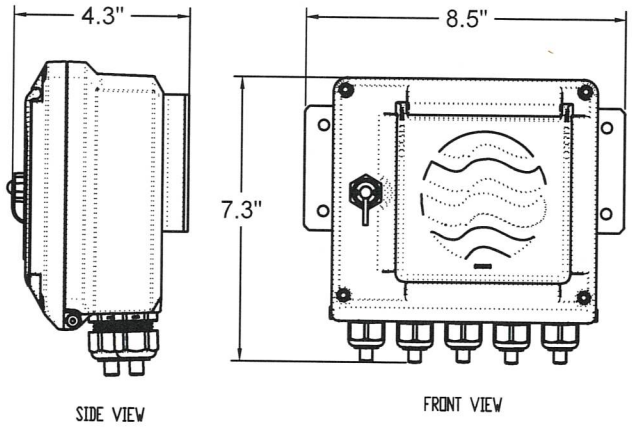
SUPPLY VOLTAGE
AC - 90-265VAC, 45-66 Hz [25VA] (STANDARD)
DC - 10-35 VDC [21W]
BT - BATTERY POWER [0.5W]
**NOTE: BATTERY OPTION ONLY AVAILABLE IN OLD STYLE CONVERTOR

CABLE LENGTH
005 - 5 FEET
010 - 10 FEET
020 - 20 FEET (STANDARD)
XXX - LENGTH 5-200FT

**VALVE CALIBRATION CONFIGURATION:**

☒ STANDARD PG VALVE BODY

☐ ANTI-CAVITATION PG-AC VALVE BODY




SIDE VIEW FRONT VIEW

**CONVERTOR CONFIGURATION:**

**NOTE: INFORMATION BELOW WILL BE USED FOR FACTORY TO PRESET CONVERTOR CONFIGURATION TO ASSIST USER. MISSING INFORMATION WILL NEED TO BE CONFIGURED BY USER AT TIME OF COMMISSIONING

**TRANSMITTER/CONVERTER CONFIGURATION:**

FLOW RANGE: 0-3000 DISPLAY UNITS: USGPM

TOTALIZER PULSE OUTPUT: 1/100 USGPM

**ALARM OUTPUTS (CHOOSE UP TO TWO OF THE FOLLOWING) :**

☒ 1 SIGN - FLOW DIRECTION INDICATION

☒ 2 OVERFLOW: OUT OF RANGE FLOW INDICATION

☐ 3 EP DETECT: EMPTY PIPE ALARM

☐ 4 HARDWARE ALARM: CUMULATIVE ALARM

**FORM FILLED OUT BY:**

Nabih Hussein

**FORM EDITED BY:**

To be confirmed by Mike Vana

**ADDITIONAL NOTES:**

Local Converter - IP67

This quotation/submittal is for valve(s) described above and reflects our understanding of functions required. We assume no responsibility for meeting all stated or implied requirements beyond functions listed above. If above does not adequately describe functions/operation of above products, please ask for a more comprehensive description and mention areas where above description is deficient.

# SINGER®

a **MUELLER** brand

**SUBMITTAL NO.** _____

**PROJECT REF.** Kodru Mooney PO# 254804

**MODEL NUMBER:**

SINGLE-PROCESS CONTROL PANEL
W/ TOUCH PANEL INTERFACE

SCP - TP - CD - 120VAC

**CATALOG SELECTION:**

**SCP-TP- XX- XXXXXX**

FRONT DOOR
CD - CLEAR DOOR
OD - OPAQUE DOOR

SUPPLY VOLTAGE
120VAC -120VAC, 60 Hz (Main Supply, Solenoid Supply)
240VAC - 240VAC, 50 Hz (Main Supply, Solenoid Supply)
024VDC - 24VDC (Main Supply, Solenoid Supply)

**CONTROL SELECTION CONFIGURATION:**

**NOTE: INFORMATION BELOW WILL BE USED FOR FACTORY TO PRESET CONTROL PANEL CONFIGURATION TO ASSIST USER. MISSING INFORMATION WILL NEED TO BE CONFIGURED BY USER AT TIME OF COMMISSIONING

**APPLICATION (CHOOSE ONE OF THE FOLLOWING):**

☒ 1 MODULATING SINGLE PROCESS CONTROL
- ☐ VALVE POSITION ☐ PRESSURE REDUCING
- ☒ FLOW ☐ PRESSURE SUSTAINING
- ☐ MODULATING LEVEL

☐ 2 ON/OFF CONTROL
- ☐ ON/OFF LEVEL ☐ OTHER:_____

☐ 3 MOTORIZED 4-20mA ACTUATOR CONTROL
- ☐ 420DC ☐ OTHER:_____

**PROCESS VARIABLE CONFIGURATION**

TRANSMITTER RANGE: 0-3000 USGPM

**ALARM/RELAY OUTPUT (CHOOSE TWO OF THE FOLLOWING):**

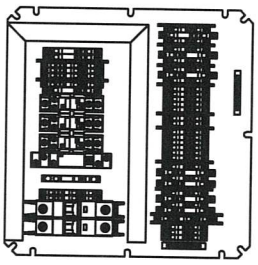
☐ 1 SENSOR BREAK ☐ 5 MODBUS TOGGLE
☒ 2 MANUAL MODE ☐ 6 STRAINER FLUSH
☒ 3 LOCAL/REMOTE
☐ 4 POSITIONING ALARM

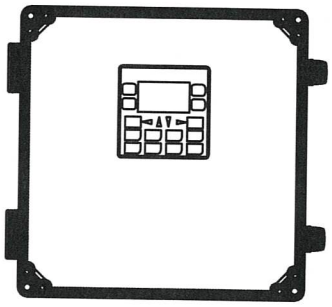
**MODBUS COMMUNICATION (CHOOSE ONE OF THE FOLLOWING):**

☒ 1 SERIAL ☒ ENABLE
☐ 2 ETHERNET ☐ ENABLE

**FORM FILLED OUT BY:** Nabih Hussein

**FORM EDITED BY:** To be confirmed by Mike Vana





SCREEN AND KEYPAD INSTALLED ON AN INTERNAL DOOR

ENCLOSURE STANDARD SPECIFICATION:

| | |
|---|---|
| MATERIAL: | POLYCARBONATE |
| ENVIRONMENTAL RATING: | NEMA TYPE 4,4X,12,13<br>IEC 60529, IP66, IP67 |
| DIMENSIONS: | 11.81"(300mm) x 11.81"(300mm)<br>x 7.49" (190mm) |

**ADDITIONAL NOTES:**

This quotation/submittal is for panels(s) described above and reflects our understanding of functions required. We assume no responsibility for meeting all stated or implied requirements beyond functions listed above. If above does not adequately describe functions/operation of above products, please ask for a more comprehensive description and mention areas where above description is deficient.



12850 87th Avenue, Surrey, BC Canada
Ph:604-594-5404 Fx: 604-594-8845

SINGER®

a MUELLER brand

# SINGER VALVE INC. LIMITED WARRANTY

This limited warranty replaces and supersedes all other warranties previously given. All products (the **"Products"**) manufactured by Singer Valve Inc. (**"Singer"**) are warranted for **THREE YEARS** (the **"Warranty Period"**) from date of purchase (as confirmed by invoice) against manufacturing defects in material and workmanship which develop in the service for which the Products are designed, provided the Products were installed and used in accordance with all applicable instructions and limitations issued by Singer. Singer will, at its sole discretion, repair or replace defective material, free of charge, if returned to Singer's factory, transportation charges prepaid, provided that, after Singer's inspection and review, the material is found to have been defective at time of shipment to the Purchaser. Singer is not under any circumstances liable in any respect for any defective Products beyond the Warranty Period.

This warranty is conditional upon the Purchaser giving Singer immediate written notice of discovery of the defect.

Repairs or parts replaced under this warranty are warranted only throughout the remainder of the Warranty Period.

This warranty is in the nature of liquidated damages to which the Purchaser might otherwise be entitled at law or in equity. The Purchaser hereby agrees that, in lieu of any action for fundamental breach of contract or breach of a fundamental term of a contract, it will rely solely on this warranty.

This warranty does not apply to any Product modified or changed in design or function after shipment to the Purchaser, nor to components which are subject to the warranty conditions of another manufacturer. Electronic components used by Singer, manufactured by others, are warranted by their manufacturer for ONE YEAR from date of purchase.

Singer is not under any circumstances, including without limitation, any default, negligence or breach of whatsoever nature by Singer, liable, whether during the Warranty Period or after the Warranty Period, for any claims for labour, installation costs, damages or other special or consequential damages including, but not limited to, loss of revenue or profits, or any other expenses incurred by reason of any Products found to be defective. Singer is not liable for any incidental or consequential loss, damages or expenses (including loss of use) caused by any defects in the Product, by repair of it or arising directly or indirectly from its use. Singer is not liable for any damage or charge for labour or expense in making unauthorized repairs or adjustments to any Product. Singer is not liable for any damage or charges sustained in the adaptation or use of its engineering data and services.

This warranty does not apply if the Product has been altered or repaired by others. Singer will make no allowances or credit for such repairs or alterations unless first authorized in writing by Singer.

No representative of Singer has authority to change any of the foregoing terms or to assume on behalf of Singer any additional liability or responsibility in connection with any Product.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR DURABILITY. ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS ARE HEREBY CANCELLED.**

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MUELLER

**PROPOSAL NUMBER: Q2402253 - Revised**
**BID DATE: 11/20/2024**

**PROJECT: Green Bay, WI**

**ENGINEER:**

**SALES REPRESENTATIVE:**

**L.W. Allen, Inc.**
**Attn: Rick Bartelt**
**4633 Tompkins Drive**
**Madison, WI 53716**
**1-800-362-7266**

USEMCO water pressure reducing vault with the following equipment factory installed in a welded steel chamber with the following equipment.

## Structural

- Nominal dimensions of 8' diameter and 7' height
- 30" x 36" Bilco entrance hatch
- Station exterior walls and top to be covered with spray foam insulation
- 4 ship loose 17# magnesium anodes provided shipped loose for installation by others
- Anode test panel
- Estimated station weight = 9,800 lbs

## Mechanical

- 8" station inlet
- 8" isolation wafer butterfly valves
- 8" bypass line with isolation butterfly valve
- Space for customer supplier 8" pressure reducing valve
- 8" station discharge outlet

## Electrical

- NEMA 1 distribution panel
- 240 volt 1 phase 3 wire incoming service
- Taps for customer supplied pressure transmitters
- Ventilation blower
- Dehumidifier
- Heater
- Telemetry interface panel
- Space for customer's telemetry panel
- All internal wiring within the main chamber only

## Project Clarifications

- 8" Singer control valve not supplied by USEMCO. Valve to be installed by USEMCO.
- One day of factory trained service representative time for start up purposes is included in the price. If additional days are required, USEMCO will furnish a factory trained service representative for $1,500.00 per day, plus travel time and expenses.
- **Pump station pricing and delivery per this proposal will not meet the American Iron and Steel Requirements of the Consolidated Appropriations Act of 2014.**

- **Due to the constantly changing market conditions caused by COVID 19 and current market supply shortage conditions, quoted pricing is only valid for 30 days from quoted bid date. Also estimated station completion lead times cannot be guaranteed.**

**Exceptions:**

-

| Freight and Delivery Schedules | |
|---|---|
| Freight terms included in the proposal are FOB factory with full freight allowed to the jobsite. The follow lead times are estimated based upon shop loads and conditions at the time of quotation. Lead times are subject to change. Failure to take delivery will prevent USEMCO from honoring commitments to other customers, some of whom are subject to delivery damages. Therefore, Buyer must take delivery of equipment within 5 business days of equipment readiness for shipment. Storage, if necessary, including maintenance while in storage, is by Buyer at a non-USEMCO facility. | |
| **Item** | **Approximate Lead Time** |
| Submittals and shop drawings for approval | Four to six weeks after receipt of an acceptable purchase order or signed sales agreement. |
| Station Completion | 16 to 20 weeks after receipt of approved submittals and notice to proceed with manufacturing. |

| Pricing | |
|---|---|
| The following pricing is valid for 30 days from the date of this proposal. After 30 days, USEMCO reserves the right to review our pricing and modify as may be required to compensate for the rising cost of labor, materials and transportation. Pricing does not include sales tax. Remission of sales tax to the proper authorities is the responsibility of the buyer. | |
| **Total Sell Price** | **$ 64,470.00** |

**Payment Terms**

Payment terms are as follows:

- 10% Payment Required with Notice to Proceed and Signed Proposal
- 40% with Submittal Approval
- 45% on Station Completion
- 5% on Successful Start Up

These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others. The sale of the equipment described above is made solely and expressly subject to the terms and conditions on the face and reverse side hereof.

Buyer offers to purchase the equipment this _____ day

Offer accepted this _____ day of

of _____, 20__.

**Buyer:**

Address: _____

_____

_____

By: _____

_____

Print Name & Officer's Title

_____, 20__.

**USEMCO, Incorporated**

PO Box 550 Tomah, Wisconsin 54660

Phone: 608-372-5911

By:_____

Robert Carlson

WV

# Terms and Conditions

I. **Agreement**. Buyer's execution of this Agreement constitutes Buyer's offer to purchase the equipment on the terms and conditions set forth herein. This Agreement is not binding on Seller until accepted in writing by Seller with the written acceptance delivered to the Buyer. If there a conflict between the terms and conditions stated in this Agreement and the terms and conditions stated in any other document, including plans, specifications and buyer's purchase order, the terms and conditions contained herein shall govern and be controlling.

II. **Notice to Proceed**. Return to Seller of final approved submittal or waiver of drawing approval by the Buyer constitutes notice to the Seller to proceed with manufacturing of the equipment. In the event the Seller does not receive final approved drawings from Buyer within 90 days after Seller's execution of this Agreement, then Seller is allowed to charge additional labor and material costs which shall be added to the purchase price in the amount as determined by the Seller.

III. **Cancellation**. Buyer may only cancel this Agreement with Seller's written consent. In the event the Buyer cancels an order prior to delivery or fails to comply with the terms in this Agreement, then Seller shall be entitled to damages incurred in connection with the order, including, but not limited to, material costs, lost profits, administrative costs, engineering cost, labor charges, and Seller's reasonable attorney fees and expenses.

IV. **Product Design**

A. Proposed Design. The proposed equipment is based upon a design by the Buyer or project owner's engineer. The equipment which Seller has proposed may differ from the project engineers plans and specifications or may not be approved. Seller reserves the right to substitute material equal or superior to that originally specified and make further changes in details of design, construction, and arrangement for approval by the project engineer. Changes in Sellers design required by the project engineer may result in delays or additional costs or expenses which shall be added to the purchase price. Approved submittal may vary from project engineers' original plans and specifications. Equipment furnished will be in accordance with Sellers submittals as approved by the project engineer

B. Modifications and Additions. In the event modifications or additions to Seller's design are required, then Buyer shall be responsible for the costs and expenses for additional time and materials incurred by Seller as a result of these modifications or additions.

C. Submittals. Submittals for approval, if required, will be made after receipt of complete information including plans and specifications from the Buyer.

D. Weight. Upon request, Seller will provide Buyer with an estimate of the weight of the equipment. Such information constitutes an estimate only, actual weight may vary, and Seller shall not be liable to Buyer in the event actual weight varies from estimated weight.

V. **Delivery.**

A. Time and Method. The completion date shown on the face of this Agreement constitutes an estimate only and Seller shall not be liable for any losses or damages to Buyer or others due to delays or the failure to deliver in accordance with that estimate, regardless of the cause of those delays. If equipment is of a size or weight that prevents delivery to jobsite then delivery will be to nearest passable location to the jobsite. It will be buyer's responsibility and expense to off load and transport the equipment from that location to the jobsite. Upon delivery of this equipment by the Seller or common carrier to the Buyer, the title to such equipment and the risk of loss or damage shall be Buyer's responsibility. Seller shall have the right to choose the method of delivery by truck, rail or otherwise. All claims for loss, delays, or shortage to the equipment shall be made at the time the equipment is delivered to the Buyer and no such claim will be allowed unless a notation of the loss, delay or shortage is made on the delivery receipt for the equipment to which the claim applies.

B. Storage. If Buyer requests that Seller store the equipment after completion of manufacturing or should delivery be delayed for any other reason after completion of manufacturing, then Buyer shall pay to Seller storage and handling charges in the amount of two percent (2%) of the purchase price per month, plus Seller's actual out of pocket costs for such storage and handling. All storage and handling charge shall be due and payable in full prior to delivery of the equipment to the Buyer.

VI. **Non-Conformance and Damage.**

A. Non-Conformance. Buyer shall immediately inspect the equipment upon receipt. Any claims for nonconformance or damage to the equipment shall be submitted to Seller in writing within five (5) calendar days after Buyer's receipt of the equipment ("Inspection Period"). Buyer will be deemed to have accepted the equipment unless Buyer notifies Seller in writing of any nonconforming equipment or damage during the Inspection Period and furnishes such written documentation as required by Seller. Buyer must provide Seller with reasonable opportunity to examine the alleged non-conforming or damaged equipment.

B. Damage. Buyer shall be responsible for handling and care of the equipment after delivery. Seller shall not be liable for any loss of damage to the equipment after the equipment is delivered to the Buyer. Claims for damage in transit shall be submitted to the common carrier and are not Seller's responsibility.

VII. **Installation.** Installation and/or supervision of the installation is the sole responsibility of the Buyer. Seller is not liable for any damage or loss to the equipment caused during the installation of the equipment by the Buyer or third parties.

VIII. **Alterations and Service**. Seller shall not be liable to Buyer or any other party for charges, claims, or expenses relating to modifications, servicing, material or labor provided by Buyer or any third party.

IX. **Payment.** The purchase price shall be due and payable upon completion of the equipment. If this Agreement includes more than one piece of equipment, then the purchase price for each piece of equipment shall be due and payable upon completion of each piece of equipment. Any part of the purchase price remaining unpaid 30 days after completion shall be subject to a service charge of 1½ percent per month. In the event it becomes necessary for Seller to pursue legal action and collections to recover the purchase price, then Buyer shall pay all costs of collection, including reasonable attorneys' fees and court costs. Factory start-up shall not be available until the total purchase price, including accrued service charges, has been paid in full.

X. **Default.** If Buyer defaults with respect to any of the terms and conditions of this Agreement, Seller shall have the right to suspend its performance hereunder and/or decline to make delivery of the equipment until the purchase price has been paid in full. Seller reserves the right to exercise any other legal rights or remedies which Seller may have in law or equity, including those granted to Seller by the Uniform Commercial Code.

XI. **Security Interest.** Until all amounts due hereunder have been paid in full, Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's interest in the equipment is perfected.

XII. **Taxes.** Buyer shall be obligated to pay the amount of any tax or duty payable to any federal, state, municipal or other governmental authority resulting from the sale, use, transportation, or shipment of the equipment when assessed by said authority. Buyer shall be obligated to supply Seller with any certificates of exemption which may be appropriate.

XIII. **Credit.** Upon the request of Buyer, and timely receipt of a written application, Seller may consider granting credit to the Buyer for the payment of the purchase price. The granting of such credit shall be in the sole discretion of the Seller. Seller shall of the sole right to refuse to grant Buyer's credit request. In the event Seller grants credit terms to the Buyer, such credit terms are subject to Seller's continuing approval of Buyer's credit and if Buyer's credit or financial standing becomes impaired so as to cause Seller in good faith to deem itself insecure as determined by the Seller, then the Seller may withdraw the extension of credit and require payment of the purchase price upon delivery.

XIV. **Warranty.** Seller warrants only the said equipment is free from defects in material and workmanship as set forth in Seller's standard certificate of warranty furnished to the Buyer at the time of delivery of the equipment. Seller makes no other warranty concerning said equipment beyond that set forth in said certificate. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN THE CERTIFICATE OF WARRANTY. EXCEPT AS OTHERWISE PROVIDED HEREIN, BUYER ASSUMES ALL RISK AS TO QUALITY, PERFORMANCE, AND ACCURACY OF ALL EQUIPMENT PROVIDED BY SELLER. Seller's responsibility with respect to any equipment which proves to be defective as to material or workmanship is to replace or to repair the same as is set forth in the certificate of warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for modification, servicing or adjusting of said equipment which are made by Buyer or any third party after the equipment has been delivered to the Buyer.

XV. **Liability.** Seller shall not be liable to Buyer or any third party for any losses, claims, damages, or injuries that arise from or relate to the equipment provided or furnished by the Seller hereunder, unless such loss, damage, claim, or injuries are caused by the negligence or intentional acts of the Seller. In no event shall Seller be held liable for indirect, special, incidental or consequential damages arising out of the equipment furnished or provided to Buyer hereunder, including but not limited to loss of profits or revenue or other costs. Buyer hereby waives, indemnifies, and releases Seller, its officers, shareholders, employees or agents, from and against, any and all claims, liabilities, injuries, damages, or losses sustained by the Buyer or any third party, which in anyway arise from or relate to the equipment furnished or provided by the Seller hereunder, unless such claims, liabilities, or damages are caused by the negligence or intentional acts of the Seller. Notwithstanding the above, if the Seller found liable to the Buyer or a third party for any loss or damage relating to the equipment provided to the Buyer, then the Buyer agrees that the liability of the Seller shall in no event exceed the fees, compensation, and charges paid by the Buyer to the Seller hereunder.

XVI. **Permits and Licenses.** Buyer's, at its own cost and expense, shall obtain all building or other permits and licenses required by any federal, state, local or other governmental authority with respect to the installation and operation of this equipment. Seller does not represent or warrant that the equipment bought and sold hereunder complies with any federal, state, local or other governmental laws, codes or regulations, including, but not limited to the Occupational Safety and Health Act of 1970 and state or local codes of any nature.

XVII. **Change Orders.** Any changes in this Agreement or the purchase orders for equipment shall be in writing signed by the Seller and Buyer. Buyer understands that change orders may result in additional charges for time, labor, and material which shall increase the purchase price stated in this Agreement.

XVIII. **Miscellaneous.** Seller reserves the right to correct any typographical or clerical errors in the purchase price, specifications, or details of sale set forth herein. This Agreement shall be deemed entered into in the State of Wisconsin and shall be governed by and subject to the laws of the State of Wisconsin. Waiver by the Seller of any breach of these terms and conditions shall not be construed as a waiver of any other breach. Failure of Seller to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time. If any provision of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provisions, and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby. No action for enforcement of the remedies set forth herein shall commenced more than one (1) year after the cause of action accrued for the enforcement of such remedies. This Agreement constitutes the entire contract between the parties (any prior agreement or representation, whether written or oral, being superseded hereby and merged herein) and may only be amended or modified by written instrument executed by both parties.

XIX. Liquidated or Consequential Damages. Seller is not liable or responsible for any liquidated or consequential damages or additional costs incurred or assessed to or by the buyer due to delivery delays or performance of equipment. Seller will make every effort to deliver according to schedule but due to the custom nature of the equipment and specialized transport cannot guarantee a specific date and time of delivery.

# ELAND ELECTRIC CORPORATION

3154 HOLMGREN WAY • GREEN BAY, WI 54304

(920) 338-6000 (920) 338-6009

WWW.ELANDELECTRIC.COM


November 4, 2025

Peters Concrete
1516 Atkinson Drive
Green Bay, WI 54303

Attn: Kevin

REF: Scottwood Drive Reducing Valve Station

Electrical Installation for Peters Concrete. Electrical requirements and design per Eland Electric Corporation to include the following:

**Description of Work**

- Supply and install (1) 200amp Meter pedestal
- Provide Electrical conduit and wire to Anode Test Panel, Telemetry panel, flow meter panel, Interface panel, inlet and discharge pressure gauge, Dehumidifier, heater.
- Provide and install conduit and wire to (2) LED lights.
- Provide and install conduit and wire to (4) ½" conduits for cathodic protection.
- Provide and install 1 ½" conduit to antenna.

**Total to complete** **$27,963.00**

**General Notes**

- We anticipate existing circuitry is properly functioning.
- We anticipate all valves, instrumentation, Control panels and equipment to be provided by others.
- Electrical inspection is included in quote.
- We have not included overtime or off hour work.
- We have included all applicable sales & use tax.
- All Electrical Personnel State Licensed as per Wisconsin Act 143

If you have any questions or further requirements do not hesitate to contact me. Thank you for your consideration and the opportunity to quote this project.

Thank you,

Eric Ahlgrim
Service Manager/Estimator

vierbicher
planners | engineers | advisors

400 Security Blvd, Suite 1
Green Bay, WI 54313
(800) 261-6468 Toll-Free
www.vierbicher.com

February 14, 2025

Connor Kosmoski
Kos Management / TJDM
1270 Main Street
Green Bay, WI 54302

Re: Agreement for Engineering Consulting Services
Scottwood Drive Water Main - Pressure Reducing Valve
City of Green Bay, Wisconsin

Dear Connor:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Engineering Consulting Services to Kos Management / TJDM (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

## I. PROJECT UNDERSTANDING

Client is the process of developing an Area Plan for 167 acres located off Church Road and Sussex Road in the City of Green Bay. Client has previously coordinated with the Green Bay Water Utility to evaluate the current water systems ability to serve the area. Green Bay Water Utility has determined that a Pressure Reducing Valve (PRV) Station is required to regulate water main pressures for the future development. The PRV will be located within the right of way at the intersection of Scottwood Drive and East Circle Drive. The PRV will be inserted into the existing water main network.

## II. SCOPE OF SERVICES

### A. General

Consultant shall provide engineering services for the above project. These services include preparation of engineering drawings and specifications, applying for regulatory agency approval, and Contract Administration.

### B. Specific Services Provided by Consultant

**Task 1 – Design Phase – Water Main Pressure Reducing Valve (PRV) Station**

1. Prepare Preliminary Plans, Specifications, Opinion of Probable Cost, and Design Report for regulatory approval. The preliminary design shall be used to identify any design challenges or limiting features affecting the design. The preliminary design shall be shared with Client and Green Bay Water Utility Staff to review prior to preparing the Final Design. Preliminary design shall be shared with Client and Water Utility Staff on an ongoing basis to discuss various elements as they become apparent. This scope includes up to two design phase meetings with Water Utility Staff as necessary.

a) The Design Report shall be a brief summary letter stating the development low and high point elevations, the anticipated high and low static pressures without the PRV installed, and the anticipated high & low pressures with the PRV installed.

b) Pressure reducing valve station plans shall include a Site Plan showing proposed valve vault location, electrical service entrance location, SCADA RTU panel location, grading (including spot elevations at critical locations), site piping, erosion control measures; a Valve Vault Plan with a plan view, profile view, and electrical one-line diagram (service entrance, controls, power distribution); and an Electrical Service Entrance Equipment Plan.

c) Specifications shall incorporate the City of Green Bay's standard specifications and equipment references.

2. Coordinate with the local electrical utility to obtain electrical service entrance equipment requirements, discuss service installation fees, and coordinate fieldwork that may be required by the local electrical utility prior to construction.

3. Coordinate with dry utilities to address any identified conflicts and/or consider any upgrades the utility company may be considering.

4. Prepare and submit regulatory agency permits required to gain approval to construct the improvements. Permits anticipated to be required include:

   a) WDNR Water Main Approval

      - Forms 3200-260 and 3300-066

   All necessary supplemental calculations for submittal of said permit applications are included in this item. All permit and review fees are the responsibility of the Client. Consultant shall coordinate with Client to obtain payment and submit fee with all permit or review applications.

5. Based on review comments for the City of Green Bay and WDNR, prepare Final Plans of the proposed improvements. Final plans shall include:

   a) Title Sheet
   b) Existing conditions
   c) Legend and contact information
   d) Site Plan showing erosion control measures, site grading, and site piping
   e) PRV Vault Plan with plan view, profile view, and electrical & SCADA details
   f) Construction details per City and/or regulatory standards

6. Update the Opinion of Probable Cost to reflect the final design and quantities.

7. Conduct a Quality Control Review of the Final Plans. Revise the Final Plans per Quality Control Review.

8. Prepare project Contract Documents and coordinate with Client's preferred Contractor.

performance.

9. Provide a "punchlist" of items to be completed by the Contractor.

10. Coordinate and observe PRV station start-up, performance testing, and City Staff training conducted by the Contractor, and furnish a performance test results summary report to the Client, Contractor, and Green Bay Water Utility.

11. Conduct a final engineering observation of the PRV station construction after completion of the "punchlist" by the Contractor to determine final conformity to the plans and specifications.

12. Upon completion of the work, Consultant shall compile for, and deliver to, City of Green Bay a set of record documents conforming to information furnished to Consultant in part, by construction contractors. This set of documents shall consist of record drawings showing the reported location of work. Since record drawings are based in part, on information provided by others, Consultant shall have no responsibility for the accuracy of the modified information other than for record information collected in the field by Consultant.

**C. Additional Services if Requested by Client**

If requested by Client, Consultant is prepared to provide the following additional services:

1. Limited Temporary Easement Exhibits

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

## III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

A. Geotechnical Services
B. Electrical Design
C. Structural Design

## IV. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

A. Record drawings within the project limits to the extent they exist.
B. Existing soil conditions within the project limits.

## V. SCHEDULE

This Agreement is based upon the following anticipated schedule:

| Activity | | Date |
|---|---|---|
| A. | Notice to Proceed | February 19, 2025 |
| B. | Preliminary Design | February/March 2025 |
| C. | WDNR Water Main Submittal | March 28, 2025 |
| D. | Final Plans | April/May 2025 |

E. Contract Award ..... May 2025
F. Construction Start..... Summer 2025

## VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

A. Appropriate submittals to WDNR and the Client for water system improvements.
B. Engineer's Opinion of Probable Cost prior to bidding.
C. Computerized (Microsoft Word, Excel, AutoCAD compatible) copy of plans, contract volume, cost estimate, and record drawings. Records to include PDFs of each plan sheet and construction photographs of utility connections and service laterals.

## VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Dan Perry, Project Manager. He, along with other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Dan Perry.

The Client designates Connor Kosmoski as its representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

## VIII. FEES

A. The fees to provide the scope of services described herein is summarized as follows:

1. Task 1: Design Phase (Estimate T&E) .....$12,400

2. Task 2: Contract Administration (Estimated T&E) .....$8,700

**TOTAL .....$21,100**

B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

## IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 4-1-22 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to me at our Green Bay office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,

Dan Perry, PE
Project Manager

Enclosure: General Terms and Conditions

**AUTHORIZATION TO PROCEED**

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Connor Kosmoski
Kos Management / TJDM
1270 Main Street
Green Bay, WI 54302

2-17-25
Date

Consultant

Steve Bieda, PLS, Surveying Services Manager
Vierbicher Associates, Inc.
400 Security Blvd, Suite 1
Green Bay, WI 54313

February 14, 2025
Date

© Vierbicher Associates, Inc.

Rev. 4-1-22

VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES

1. **Services Not Provided as Part of This Agreement**

Environmental studies, resident construction observation services, archaeological investigations, soil borings, geotechnical investigations, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. **Hazardous Environmental Conditions**

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. **Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. **Client's Responsibility**

A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.

B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.

C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and contractors, and information from public records, without the need for independent verification.

D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.

F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.

G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.

H. For projects involving construction, retain a qualified contractor, licensed in the jurisdiction of the Project to implement the construction of the Project. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and auto liability insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of those policies; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

I. If Client designates a Construction Manager or Contractor or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant as defined in this Agreement.

J. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information. If Client does not provide such information, Consultant shall assume that no conditions exist that will negatively affect the Scope of Services or Project and Client will be responsible for extra costs and/or damages resulting from the same.

5. **Additional General Considerations (for projects involving construction)**

A. Consultant shall not at any time have any responsibility to supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the

construction contract given by Owner without consultation and advice of Consultant.

6. Fees

A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.

D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform Client in a timely manner, even prior to incurring the costs, if possible.

E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.

B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.

C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute subject to the "Controlling Laws" section of these General Terms and Conditions located below.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

For projects involving construction, Contractor shall procure, as directed by the Client and/or as provided in the specifications or general conditions of the contract for construction, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Client and Consultant as an additional insured under the Contractor's general and auto liability policies as defined in 4.H. above.

10. Limitations of Liability/Indemnity

A. Definitions:

1) Contract Administration. Contract Administration includes services related to construction as outlined in the Agreement. These services may include Construction Staking, Construction Observation, and/or Administration of the Construction Contract between the Owner and Contractor.

2) Construction Documents. Documents (plans, and/or specifications) conveying a design intent, used by a qualified, capable Contractor for construction of a project.

B. Limitation of Liability

In recognition of the relative risks, rewards and benefits of different types of projects to both the Client and Consultant, the risks have been allocated such that the Client agrees to the following depending upon the services outlined in the Agreement.

1) For Agreements that include Contract Administration or the development of construction documents with Contract Administration:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of the available limits of Consultant's professional liability insurance policy. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of Agreement.

2) For Agreements that include the development of construction documents but do not include Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of five times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

3) For Agreements that do not include the development of construction documents or Contract Administration services as outlined in the Agreement:

The Consultant, Consultant's subconsultants (if any), and their agents or employees shall not be jointly, severally, or individually liable to Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes in excess of two times the fee received by the Consultant, not including reimbursable subconsultant fees and expenses, or the available limits of Consultant's professional liability insurance policy, whichever is less. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability or breach of Agreement.

C. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence (whether sole, concurrent, or contributory). Neither Client nor Consultant shall have a duty to provide the other an up-front defense of any claim.

D. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

**11. Betterment**

If any item or component of the Project is required due to the omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to Client if the omitted component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be a basis of claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

**12. Use of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

**13. Survey Stakes for Construction (for projects involving construction)**

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

**14. Use of Electronic Media**

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

**15. Opinions of Cost**

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

**16. Approvals**

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

**17. Certifications**

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guantify, or warrant the existence of conditions that Consultant cannot ascertain or otherwise represent information or knowledge inconsistent with Consultant's scope of services for the Project.

**18. Third Parties**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

19. **No Express or Implied Warranty**

Consultant makes no representation nor does consultant extend any warranty of any kind, either express or implied, to client with respect to this agreement or the project and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose, or noninfringement of the intellectual property rights of third parties with respect to any and all of the foregoing.

20. **Damages Waiver**

In no event shall consultant be liable to client, or anyone, for any consequential, incidental, indirect, special, punitive, or exemplary damages including, without limitation, loss of use, lost income, lost profits, loss of reputation, unrealized savings, diminution in property value, cost of replacement, business or goodwill, suffered or incurred by such other party in connection with the this agreement or the project, arising out of any and all claims including, but not limited to, tort, strict liability, statutory, breach of contract, and breach of express and implied warranty claims (should it be determined that such warranty claims survive the disclaimers set forth in this agreement).

21. **Standard of Care**

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

22. **Termination**

The obligation to provide further services under this Agreement may be terminated:

A. **For Cause**

1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.

2) By Consultant

a) Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.

b) Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

c) Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. **To Discontinue Project**

By Client effective upon the receipt of notice by Consultant.

C. **Reimbursement for Services**

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

23. **Force Majeure/Project Schedule**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. . In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

24. **Successors, Assigns and Beneficiaries**

A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

25. **Municipal Financial Advisor Services**

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

26. **Controlling Laws**

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

27. **Entire Agreement**

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and supersedes all prior understandings and agreements between the parties and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth in these General Terms and Conditions and accompanying Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

28. **Authority**

The person signing the accompanying agreement acknowledges that if the person is signing in a capacity other than individually, the execution and delivery of this document has been duly authorized and the member, owner, officer, partner or other representative who is executing this document have the full power, authority and right to do so, and that such execution is sufficient and legally binding on the entity on whose behalf this document is signed, to enable the document to be enforceable in accord with its terms.

**RESOLUTION IN SUPPORT OF OUR SOMALI FRIENDS AND NEIGHBORS**

**December 16, 2025**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the people of Green Bay, in all their diversity, overwhelmingly recognize that this community has been positively shaped by immigrants and refugees; and

WHEREAS, the City of Green Bay rejects hateful rhetoric directed at our Somali neighbors and stands against cynical efforts to divide our residents; and

WHEREAS, the ordinance establishing the Green Bay Equal Rights Commission states that it is "the public policy of the City to foster, protect, and enforce the right to equal opportunity without regard to sex, race, religion, creed, color, national origin, [and] ancestry…" and

WHEREAS, the City of Green Bay reaffirms this commitment today, demonstrating our appreciation for every resident, regardless of national origin, including our immigrant and refugee neighbors from every part of the world; and

WHEREAS, we recognize the valuable contributions our Somali and Somali-American friends and neighbors have made to the civic, political, and economic life of Green Bay; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Green Bay stands with our Somali neighbors and acknowledges that their presence has made Green Bay a stronger and better community; and

BE IT FURTHER RESOLVED, that the Common Council encourages all City residents to celebrate the contributions of our Somali neighbors and extend wishes of peace and goodwill to all during this holiday season.

Approved_____

_____

Eric Genrich, Mayor

# ZONING ORDINANCE NO. 23-25

## AN ORDINANCE REZONING A PORTION OF THE PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM GENERAL INDUSTRIAL DISTRICT TO LIGHT INDUSTRIAL DISTRICT (ZP 24-48)

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

**SECTION 1.** Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as a part of tax parcel 7-1 located at 500 Day Street from (GI) General Industrial District to (LI) Light Industrial District.:

Part of Blocks 17, 18, 19, including vacated streets and alleys, in Eastmans Addition to Green Bay and those lands lying in part of Private Claim 1, East Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows: Commencing at the intersection of the Westerly line of Quincy Street and the centerline of Eastman Avenue,
Thence S 26º22'04"W along the Westerly line of Quincy Street, a distance of 840.44 feet more or less to the Northeast Corner of Lot 6, Block 3 of said Eastmans Addition, also being on the Westerly right of way line of North Quincy Street, said point being the Point of Beginning;
Thence N 63º 31'45"W along the South right of way line of vacated Day Street, a distance of 1,272.17 feet more or less to a point on the combined Pier head and Bulkhead Line established from a US War Department, Corps of Engineers map dated April 19, 1940;
Thence N 28º44'00"W following calls on said Bulkhead line, a distance of 262.86 feet;
Thence S 63º31'45"E along a line parallel with and 150 feet North of the South right of way line of vacated Day Street, a distance of 1,488.02 feet more or less to a point on the Westerly right of way line of Quincy Street;
Thence S 26º22'04"W along the Westerly line of Quincy Street, a distance of 150.00 feet to the Point of Beginning.

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

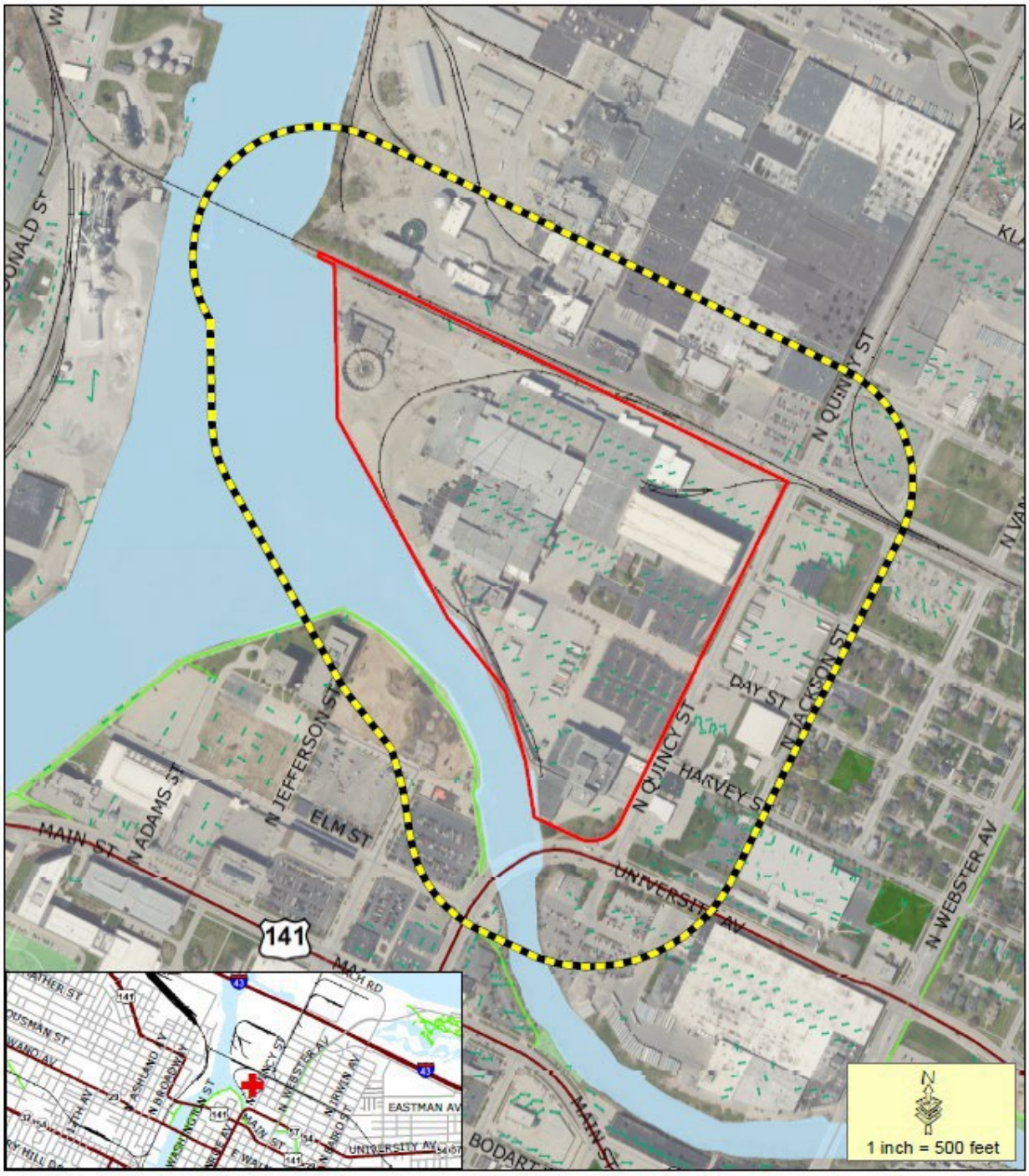
**SECTION 3.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this_____day of_____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

db
Attachment – Map
Attachment – Map with Zoning Districts



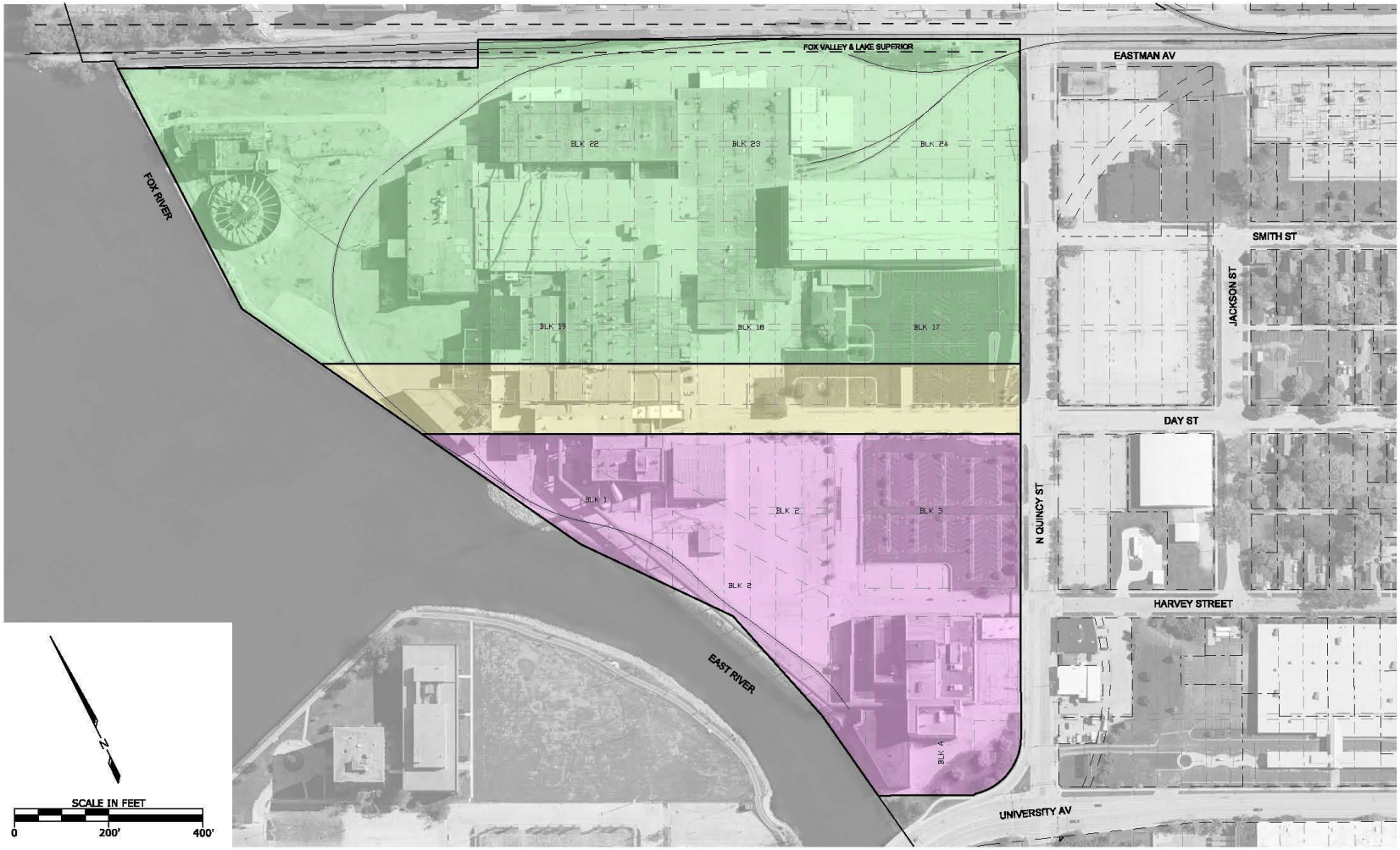

Proposed CPA & ZP

400+' Property Owner Notice

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

**Comp Plan Amendment (CPA 24-05)**
**& Zoning Petition (ZP 24-48)**
**Proposed Future Land-Use &**
**Zoning District Change at**
**500 Day Street (Parcel 7-1)**

GREEN BAY
Titletown, USA




McDONALD PROPERTY SERVICES

| REV. # | BY | DATE | DESCRIPTION |
|---|---|---|---|
| | | | |

GENERAL INDUSTRIAL

LIGHT INDUSTRIAL

DOWNTOWN 2

DRAWN BY: DJB
CHECKED BY: FMH
DATE: 12/11/2025
SCALE: AS NOTED

GREEN BAY
Titletown, USA

# PROPOSED ZONING PLAN
## GEORGIA PACIFIC PROPERTY
500 DAY STREET
CITY OF GREEN BAY
BROWN COUNTY, WI

ISSUED FOR REVIEW ONLY

SHEET # P-01

SHEET 01 OF 01

# ZONING ORDINANCE NO. 04-25

## AN ORDINANCE REZONING PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM GENERAL INDUSTRIAL DISTRICT TO DOWNTOWN DISTRICT TWO (ZP 24-48)

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

**SECTION 1.** Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcel 7-1 located at 500 Day Street from (GI) General Industrial District to (D2) Downtown Two District.:

*EASTMANS ADDITION THAT PART OF PARCEL 1 EAST OF THE FOX RIVER BOUNDED ON THE NORTH BY KGB WESTERN RAILROAD RIGHT OF WAY, BOUNDED ON THE EAST BY BLOCKS 1,19,22 OF EASTMANS ADDITION SOUTHERLY & WESTERLY BY THE FOX RIVER & EAST RIVER, AND ALSO BLOCKS 1, 19 & 22 OF EASTMAN ADDITION, ALSO ALLEYS IN BLK 19 & 22 NOW VACATED & THE SOUTHERLY 1/2 OF EASTMAN AVENUE LYING WEST OF THE WEST LINE OF MADISON STREET EXCLUDING RAILROAD RIGHT OF WAY, ALSO THAT PART OF SMITH STREET, DAY STREET & HARVEY STREET LYING WEST OF THE WESTERLY LINE OF MADISON STREET & WEST 1/2 OF MADISON STREET LYING SOUTH OF THE SOUTHERN LINE OF EASTMAN AVENUE TO THE EAST RIVER SAID STREETS NOW VACATED EXCEPT RAILROAD EASEMENTS, ALSO LOTS 1-15 BLOCK 2, ALSO ALL BLOCK 3, ALL BLOCKS 18, 23, AND 24, ALSO LOTS 1-12 BLOCK 17, ALSO INCLUDING VACATED ALLEYS LOCATED IN BLOCKS 17-24, ALSO THAT PART OF SMITH STREET & DAY STREET BETWN MONROE AVENUE & MADISON STREET & MONROE AVENUE BETWEEN SOTH LINE OF EASTMAN AVENUE & NORTH LINE OF DAY STREET & EASTERLY 1/2 OF MADISON STREET SOUTH OF THE SOUTHERLY LINE OF EASTMAN AVENUE TO THE EAST RIVER, ALSO THAT PART OF HARVEY STREET BOUNDED BY LOTS 1-2, 10-11, BLOCK 2 & ALL INCLUDED IN EASTMANS ADDITION SAID STREETS NOW VACATED & RAILROAD EASEMENTS, ALSO SMITH STREET FROM WEST LINE OF QUINCY STREET TO THE EAST LINE OF THE PLAT & VACATED MONROE AVENUE & VACATED HARVEY STREET IN DOCUMENT J13154-36, ALSO MCCORMICK & FLATLEY, IN THE CITY OF GREEN BAY, EAST SIDE OF THE FOX RIVER, BROWN COUNTY, WISCONSIN. 44.267 AC M/L*

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

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

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

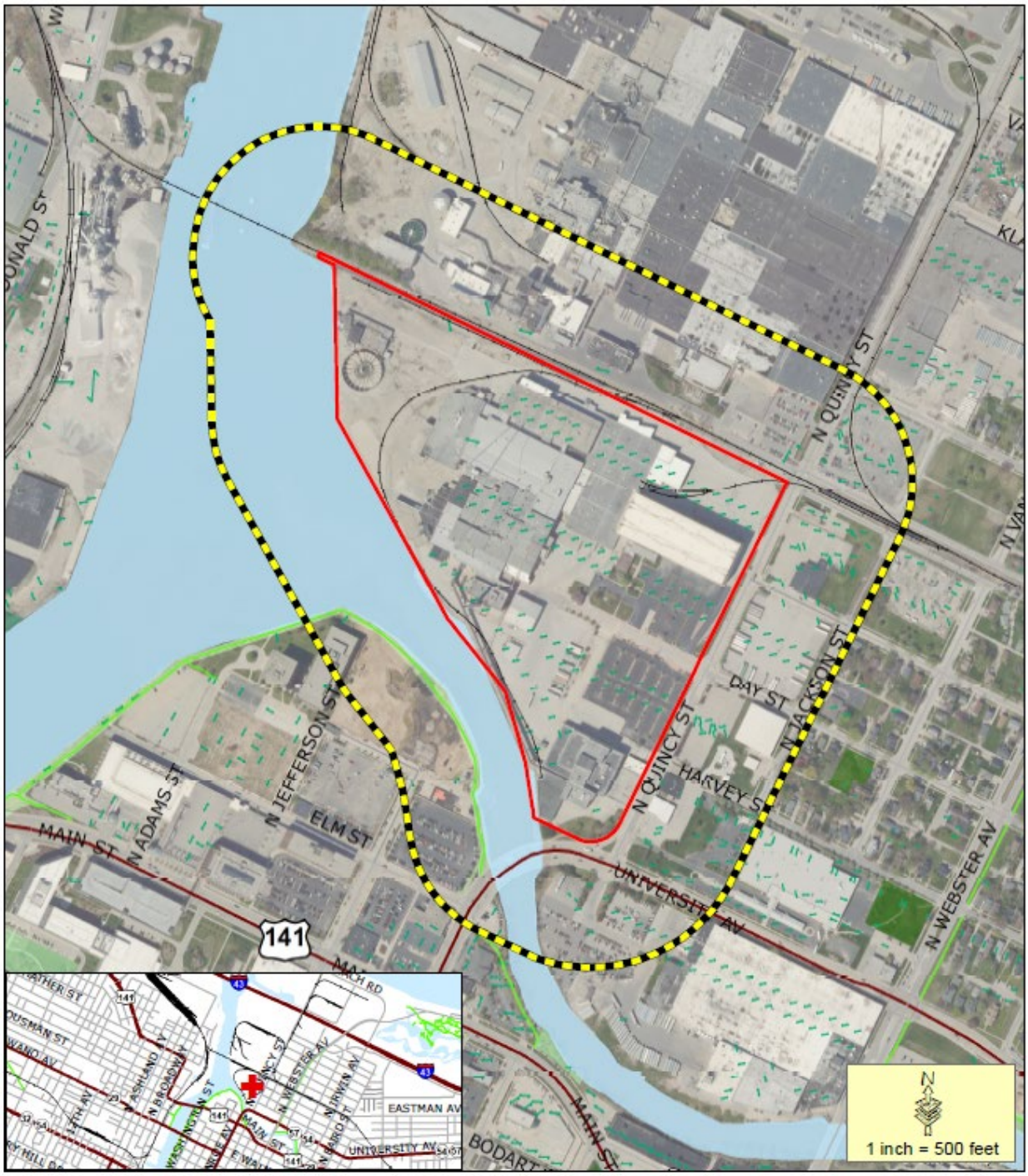
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

db
Attachment – Map




Proposed CPA & ZP

400+' Property Owner Notice

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Map prepared by DB

**Comp Plan Amendment (CPA 24-05)**
**& Zoning Petition (ZP 24-48)**
**Proposed Future Land-Use &**
**Zoning District Change at**
**500 Day Street (Parcel 7-1)**

GREEN BAY
Titletown, USA

Report to the
# Green Bay Plan Commission

| MEETING DATE | PREPARED BY |
|---|---|
| January 13, 2025 | David Buck, Staff |

## AGENDA ITEM # E.8

(ZP 24-48) Consideration with possible action on a request to rezone 500 Day St from GI General Industrial District to D2 Downtown Two District, submitted by Community and Economic Development (Ald. Proffitt, District 7).

## BACKGROUND

**Reason for Request:** The proposed zone change of the property from GI General industrial to D2 Downtown Two will allow a much greater mix of future uses, a higher density and the expansion of Green Bay's downtown.

**Surrounding Zoning and Land Uses:**
**Subject Property:** General Industrial (GI) | Vacated/Closed Paper Mill (Georgia Pacific)
**North:** General Industrial (GI) | Paper Mill (Proctor & Gamble)
**South:** Downtown Two (D2) | East River & Vacated/Closed Office Complex (WPS)
**East:** General Industrial (GI) & Public Institutional (PI) | Storage lots, Church and Transit
**West:** N/A | Fox River

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends General Industrial use for this property as well as the properties to the north and east as industrial expansion areas. The Comprehensive Plan recommends Parkway and Downtown uses to the south. Corresponding request CPA 24-05 on this agenda recommends a change in the future land-use from General Industrial to Downtown.

Report: A dual request Comprehensive Plan (CPA 24-05) amendment and zoning change (ZP 24-48) application involving a single 44.267-acre parcel of land (Parcel Number 7-1) has been submitted by the City of Green Bay Department of Community and Economic Development. The property is located at the northwest corner of University Avenue and North Quincy Street with the confluence of the Fox River and East Rivers to the south and west. The property has approximately 1,850 feet of frontage on North Quincy Street and University Avenue and approximately 2,340 feet of river frontage. It is bordered on the north by railroad tracks and on the east by affiliated Georgia Pacific outdoor storage yards, parking lots, and warehousing. There is also a single block of north Quincy Avenue that contains a religious institution, automobile repair business and the entrance to the Green Bay Metro Transportation Center. The parcel is currently zoned GI General Industrial.

The Georgia Pacific Paper Mill (under several operating names) was established at this location in 1901 and became the birthplace of Quilted Northern Bathroom Tissue and a big reason Green Bay is recognized as the "toilet paper capital of the world." Following 122 years of operation the company announced the closure and shutdown of operations at the Georgia Pacific Paper Mill at 500 Day Street based on customer demand of products manufactured at the site, bath tissue manufacturing upgrades, lesser comparable assets at other mills and the substantial $500 million investment in upgrades at their Broadway mill. This closely followed the decommission and clearing of the 15-acre WI Public Service office campus adjacent to the south of the

500 Day Street property across the East River.

With these two significant downtown riverfront properties becoming available for sale and redevelopment, the City initiated a more thorough and broader look at land uses and zoning in the area and believe changes are needed at this time. Advantages to changing land-use and zoning of this location include:

- Potential to connect the north and south side of the East River in a more unified and organized fashion.
- Utilization of the location of Green Bay Metro Transportation Center for transportation interconnections. Green Bay Metro Transit Center is approximately 500 linear feet from the subject site, providing close and convenient transportation options for potential employees and residents.
- Ability to improve the aesthetics of the property as it is one of the gateway locations to the city center from University Avenue and both rivers.
- Potential for much more rapid redevelopment as land use options (permitted uses) are drastically increased from industrial to mixed uses. Additionally, potential employment opportunities for service and commercial activities generally outnumber industrial warehousing and many modern manufacturing employment numbers.
- Improved tax base for the community in that the value of commercial, mixed-use or residential properties downtown far exceed general industrial uses.
- Higher and better use of the waterfront potentially including shore improvements and riverfront access to the public.
- Permitted uses are more compatible with surrounding uses and needed in the downtown area including commercial/service/office, mixed-use and higher density residential. The downtown area is limited in the amount of land available for redevelopment. This 44+ acre property could provide a needed increase.

The presence of general industrial uses and GI zoning to the north as well as the active railroad (running west to east) adjacent the property to the north makes staff contemplate the idea that a light industrial land use adjacent the tracks would be acceptable and possibly even more desirable than straight downtown future land use. However, as the site is currently all one single parcel and the fact that there is no development proposal for light industrial uses that we are aware of, staff believes it is appropriate to change the zoning designation to Downtown with the understanding that should a user come forward that staff would likely approve the change of said buffer area to a LI light Industrial District, depending on the development proposal.

As the Plan Commission is aware, the City's Comprehensive Plan rewrite effort is currently underway. The consulting team, staff, Advisory Group, and citizens have been discussing and analyzing future land use for the entire city and will be more thoroughly reviewing the land area bound by North Quincy Street on the west, the East River on the south, Eastman Avenue on the north and Webster Avenue on the east. Changes in existing land uses and changes to regulatory controls such as FEMA floodplain maps have provided a different environment than when the Smart Growth 2022 Comprehensive Plan was adopted in 2003. Staff would have liked to include a Comprehensive Plan future land use change and potentially rezoning for this entire area at this time however reaching out to nearly 200 properties involved is a large undertaking that is more appropriate to include in the rewrite of future land uses and more collective zone change when the rest of the City is done.

Alderperson Proffitt, Alderperson Johnson (neighboring Aldermanic District), The Olde North Neighborhood Association, the Downtown Neighborhood Association (neighboring neighborhood association) and property owners within 400+ ft. have been notified of the meeting by mail and a zoning action pending sign has been placed on the property per Plan Commission policy. Staff have not received any inquiries about the request as of the drafting of this report.

## RECOMMENDATION

Approval of the zoning district change from GI General Industrial to D2 Downtown Two.

## FISCAL IMPACT

## ATTACHMENTS

1. ZP 24-48_CPA 24-05 Application
2. CPA 24-05 & ZP 24-48 Location Map

# REQUEST FOR CITY ACTION
# PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 500 Day Street

Parcel Number(s): 7-1

Petitioner(s): CitGreen Bay-Dept of Comm. Dev. (Cheryl Renier-Wi Date: 11/13/24

Email: [redacted] Phone Number: [redacted]

Address: 100 S Jefferson Street -Room 608 City: Green Bay State: WI Zip: 54301

Property Owner: GEORGIA PACIFIC CONSUMER PRODUCTS LF Phone Number: —

**Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall**

To: Honorable Mayor and Common Council, c/o City Clerk

I, Cheryl Renier-Wigg, respectfully request that the City of Green Bay take the following action:

- [x] Rezone Property ($375.00 Review Fee)
- [ ] Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- [ ] PUD and PUD Amendments ($425.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- [ ] Approve Final Condominium Plat ($150.00 Review Fee)
- [ ] Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 Administration Fee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [x] Comprehensive Plan Amendments ($275.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: N/A City Initiated Date: 11/13/24

Petitioner Signature(s): Cheryl Renier-Wigg

---

**Checklist of required attachments:**

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee:_____ Receipt No.:_____ Zoning Petition No.: CPA 24-05 / ZP 24-4

# ZONING ORDINANCE NO. 04-25

## AN ORDINANCE REZONING A PORTION OF THE PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM GENERAL INDUSTRIAL DISTRICT TO DOWNTOWN DISTRICT TWO (ZP 24-48)

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

**SECTION 1.** Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as a part of tax parcel 7-1 located at 500 Day Street from (GI) General Industrial District to (D2) Downtown Two District.:

All of Blocks 1, 2, and 3, including vacated streets and alleys, in Eastmans Addition to Green Bay along with Block "A" McCormick & Flatley's Subdivisions including those lands lying in part of Private Claim 1, East Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:
Commencing at the intersection of the Westerly line of Quincy Street and the centerline of Eastman Avenue,
Thence S 26º22'04"W along the Westerly line of Quincy Street, a distance of 840.44 feet more or less to the Northeast Corner of Lot 6, Block 3 of said Eastmans Addition, also being on the Westerly right of way line of North Quincy Street, said point being the Point of Beginning;
Thence continuing S 26º22'04"W along said Westerly line, a distance of 644.86 feet more or less to a point of curvature;
Thence Southwesterly along said right of way line beginning the arc of curve whose radius is 125.00', being subtended by a chord bearing S65º31'27"W , a distance of 158.37 feet;
Thence S26º22'04:W, a distance of 2.46 feet to a point on the Northerly right of way line of University Avenue;
Thence continuing N 63º45'51" W, along said Northerly right of way line, a distance of 203.98 feet to a point on the combined Pier head and Bulkhead Line established from a US War Department, Corps of Engineers map dated April 19, 1940;
Thence N 08º33'11"W following calls on said Bulkhead line, a distance of 207.29 feet;
Thence N 15º21'41"W following calls on said Bulkhead line, a distance of 284.60 feet;
Thence N 38º15'32"W following calls on said Bulkhead line, a distance of 357.87 feet;
Thence N 28º44'00"W following calls on said Bulkhead line, a distance of 410.58 feet to the point of intersection of the South right of way line of vacated Day Street extended to the bulkhead line;
Thence S 63º31'45"E along the South right of way line of vacated Day Street, a distance of 1,272.17 feet more or less to a point of Beginning.

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

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

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

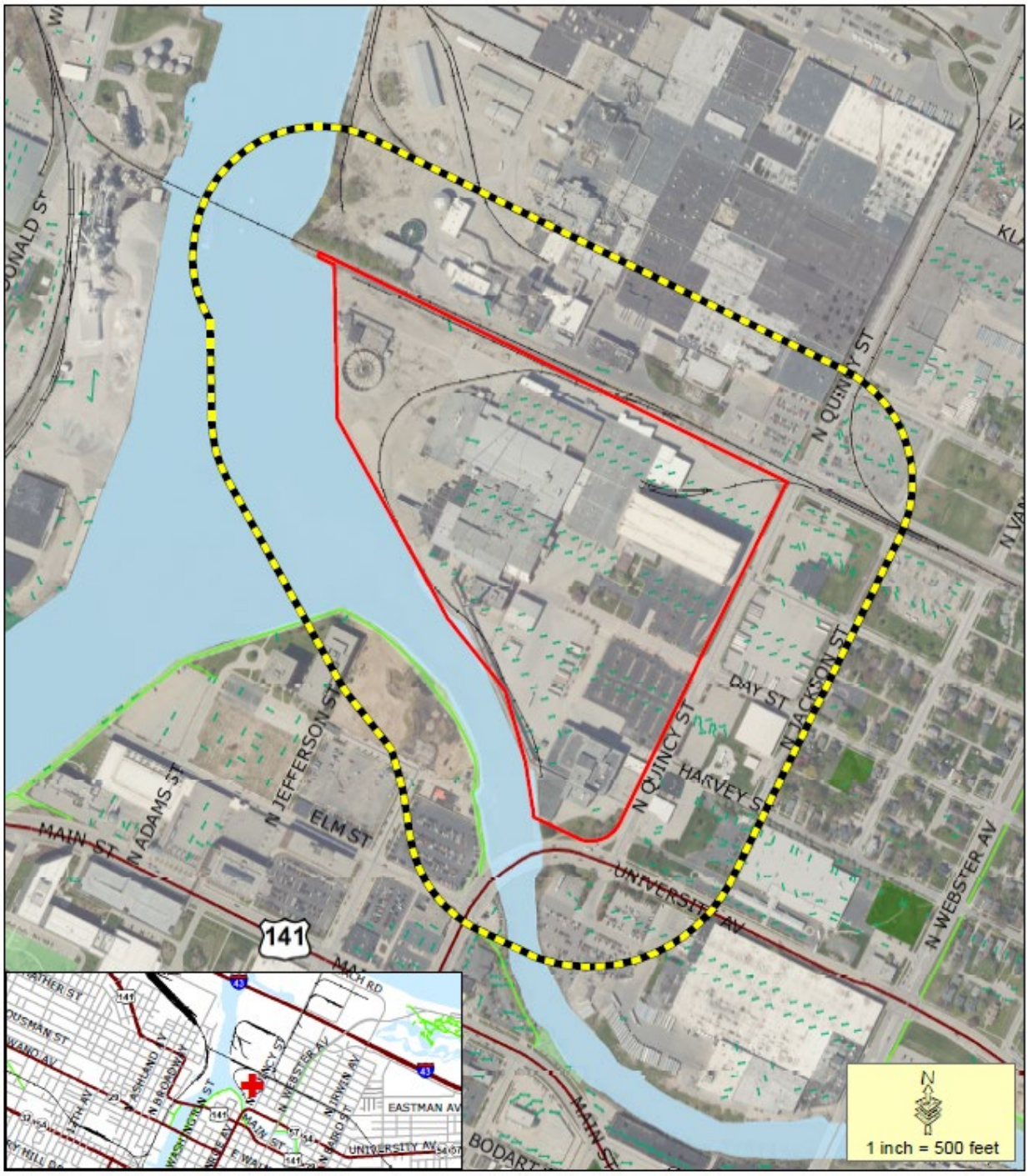
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

db
Attachment – Map
Attachment – Map with Zoning Districts



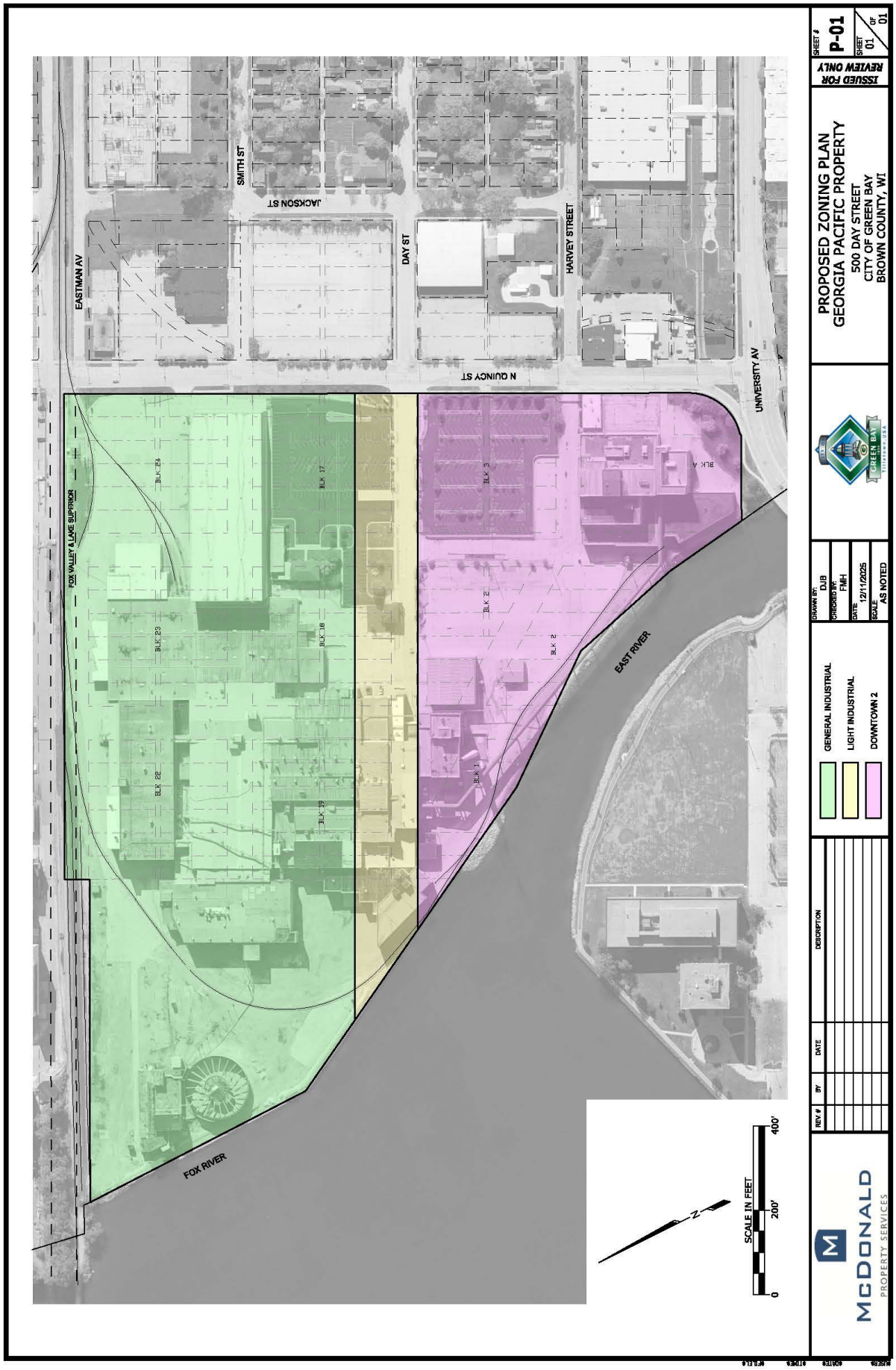

Proposed CPA & ZP

400+' Property Owner Notice

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

**Comp Plan Amendment (CPA 24-05)**
**& Zoning Petition (ZP 24-48)**
**Proposed Future Land-Use &**
**Zoning District Change at**
**500 Day Street (Parcel 7-1)**

GREEN BAY
Titletown, USA


EASTMAN AV
SMITH ST
JACKSON ST
DAY ST
HARVEY STREET
N QUINCY ST
UNIVERSITY AV
FOX VALLEY & LAKE SUPERIOR
BLK 24
BLK 17
BLK 23
BLK 16
BLK 22
BLK 15
BLK 3
BLK A
BLK 2
BLK 1
EAST RIVER
FOX RIVER
SCALE IN FEET
0
200'
400'
GENERAL INDUSTRIAL
LIGHT INDUSTRIAL
DOWNTOWN 2
DRAWN BY: DJB
CHECKED BY: FMH
DATE: 12/11/2025
SCALE: AS NOTED
PROPOSED ZONING PLAN
GEORGIA PACIFIC PROPERTY
500 DAY STREET
CITY OF GREEN BAY
BROWN COUNTY, WI
ISSUED FOR REVIEW ONLY
SHEET # P-01
SHEET 01 OF 01
REV. # BY DATE DESCRIPTION
McDONALD
PROPERTY SERVICES

# MISCELLANEOUS ORDINANCE NO. 07-25

## AN ORDINANCE ADOPTING AN AMENDMENT TO THE GO BIG GREEN BAY 2050 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED TO THE PROPERTY LOCATED AT 1109 S TAYLOR STREET FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL (CPA 25-05)

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS the Common Council has adopted the Go Big Green Bay 2050 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time-to-time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan;

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

**SECTION 1.** Comprehensive Plan Amendment CPA 25-0\51 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described property. A copy of the comprehensive plan amendment is attached to this ordinance.

> THAT PART OF PRIVATE CLAIMS 5 WEST, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
> COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SEVENTH STREET, PROJECTED, AND THE CENTERLINE OF TAYLOR STREET, SAID NORTH LINE OF SEVENTH STREET BEING 44.2 FEET NORTH OF, MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID 20 ACRES MENTIONED ABOVE, THENCE NORTH 16° 35' EAST, ALONG THE CENTERLINE OF TAYLOR STREET A DISTANCE OF 176.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 16° 35' EAST, 124.61

FEET, THENCE SOUTH 64° EAST 213.15 FEET; THENCE SOUTH 26° WEST, 108.94 FEET TO THE NORTHERLY LINE OF THE PROPERTY DESCRIBED IN VOLUME 313 DEEDS, PAGE 54, THENCE NORTH 69° 01' WEST, 159.92 FEET; THENCE NORTH 64° WEST, 33.45 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF USED FOR ROAD PURPOSES AND FURTHER EXCEPTION THEREFROM PARCEL 12 OF VOLUME 1 TRANSPORTATION PLAT, PAGE 132 IN DOCUMENT NUMBER 2511363.

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

**SECTION 3.** This ordinance shall take effect upon its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2026.

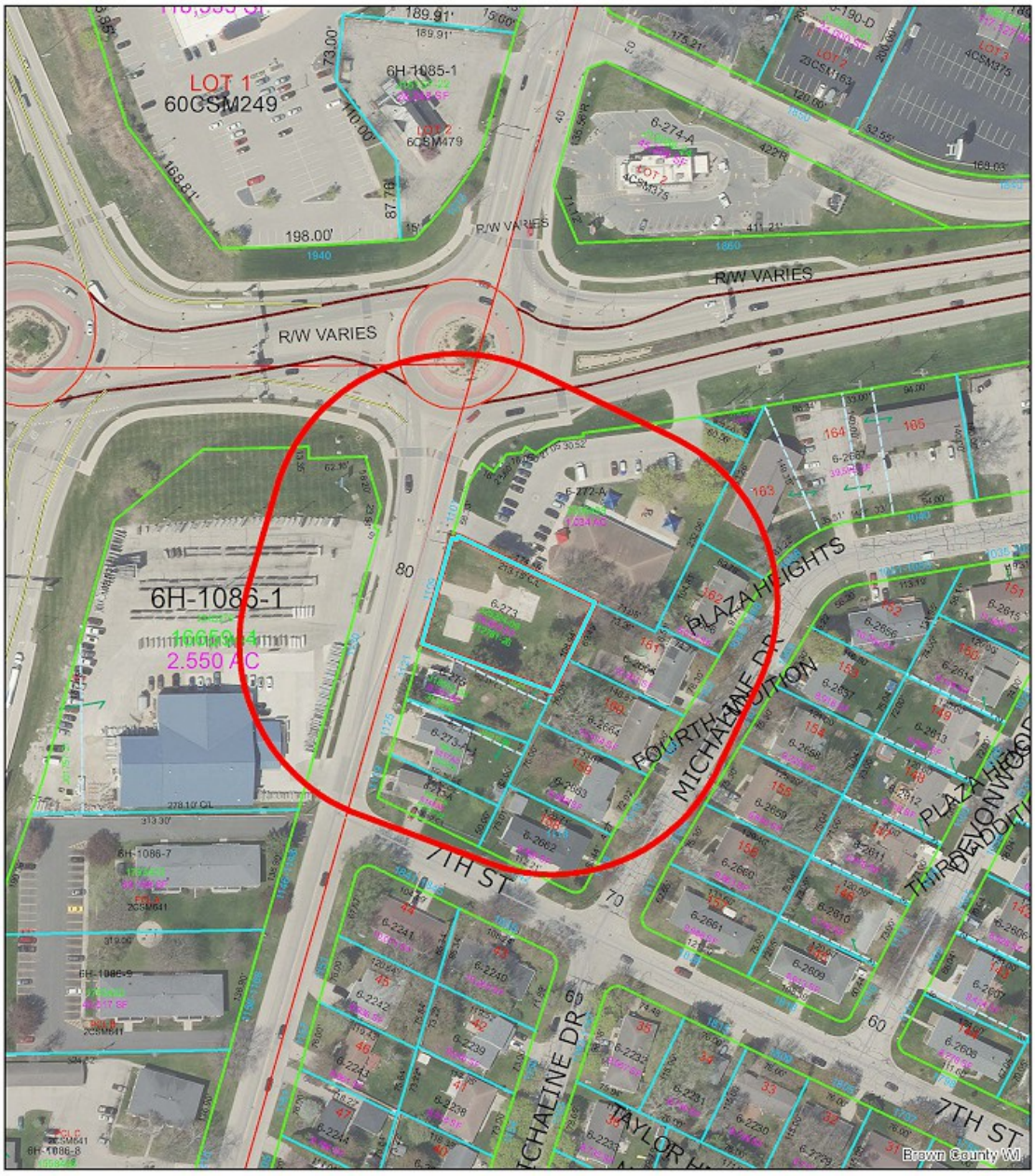
APPROVED:

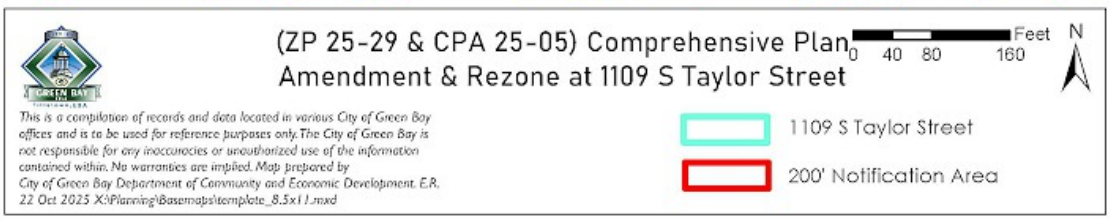
_____
Eric Genrich, Mayor

Sh:

Attachments – Location Map

MISCELLANEOUS ORDINANCE NO. 07-25



# ZONING ORDINANCE NO. 20-25

## AN ORDINANCE REZONING THE PROPERTY LOCATED AT 1109 S TAYLOR STREET FROM LOW-DENSITY RESIDENTIAL (R1) TO GENERAL COMMERCIAL (C1) (ZP 25-29)

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

**SECTION 1.** Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Planned Unit Low-Density Residential (R1) to General Commercial (C1) zoning:

LEGAL DESCRIPTION: That part of Private Claims 5 West, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:
Commencing at the intersection of the North line of Seventh Street, projected, and the centerline of Taylor Street, said North line of Seventh Street being 44.2 feet North of, measured at right angles to, the South line of said 20 acres mentioned above, thence North 16° 35' East, along the centerline of Taylor Street a distance of 176.38 feet to the point of beginning; thence continuing North 16° 35' East, 124.61 feet, thence South 64° East 213.15 feet; thence South 26° West, 108.94 feet to the Northerly line of the property described in Volume 313 Deeds, Page 54, thence North 69° 01' West, 159.92 feet; thence North 64° West, 33.45 feet to the point of beginning, excepting therefrom that part thereof used for road purposes and further exception therefrom Parcel 12 of Volume 1 Transportation Plat, Page 132 in Document Number 2511363.

PARCEL #: 6-273

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

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

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

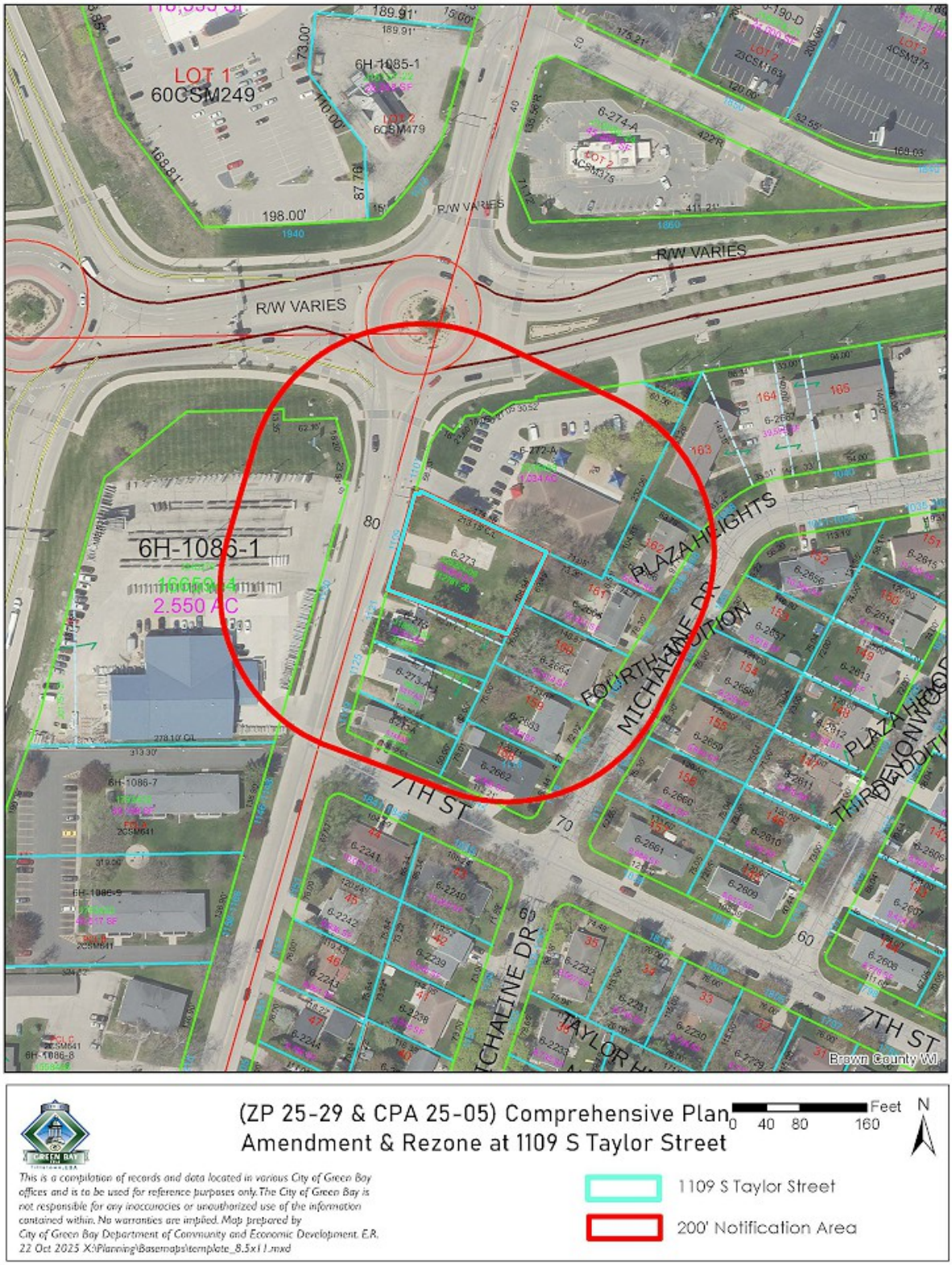
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

sh
Attachment – Location Map


LOT 1
60CSM249
6H-1085-1
LOT 2
6CSM479
198.00'
R/W VARIES
R/W VARIES
R/W VARIES
6-274-A
6H-1086-1
2.550 AC
6-272-A
PLAZA HEIGHTS
MICHAELINE DR
FOURTH ADDITION
7TH ST
7TH ST
TAYLOR
Brown County WI
(ZP 25-29 & CPA 25-05) Comprehensive Plan Amendment & Rezone at 1109 S Taylor Street
0 40 80 160 Feet
N
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 22 Oct 2025 X:\Planning\Basemaps\template_8.5x11.mxd
1109 S Taylor Street
200' Notification Area

# ZONING ORDINANCE NO. 21-25

## AN ORDINANCE REZONING THE PROPERTY LOCATED AT 1531 MAIN STREET FROM PUBLIC INSTITUTIONAL (PI) TO NEIGHBORHOOD COMMERCIAL (NC) (ZP 25-33)

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

**SECTION 1.** Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Public Institutional (PI) to Neighborhood Commercial (NC) zoning:

LEGAL DESCRIPTION:
Part of Lots 33 through 42 and 48, Plat of Oak Grove, part of Lots 203 and 204 and all of Lot 205, J.M. Smith's Addition, part of the Southwest 1/4 of Section 32, T24N, R21E, part of Lots 22 and 23, Newhall's Addition, and that part of vacated Green Street lying northerly thereof, all in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin, described as follows:
Commencing at the West 1/4 Corner of said Section 32;
Thence S00°05'49"W, 971.74 feet on the west line of the Southwest 1/4 of said Section 32 to the POINT OF BEGINNING;
Thence continuing S00°05'49"W, 138.03 feet on said west line to the southwest corner of Lot 185 of said J.M. Smith's Addition;
Thence S57°11'06"E, 61.79 feet on the south line of said Lot 185;
Thence S42°44'35"E, 16.66 feet on the south line of Lots 185 and 186 of said J.M. Smith's Addition to the northwest corner of said Lot 205, J.M. Smith's Addition;
Thence S89°38'12"E, 45.24 feet on the north line of said Lot 205 to the northeast corner thereof;
Thence S00°20'09"E, 25.00 feet on the east line of said Lot 205;
Thence S89°38'12"E, 50.00 feet to the east line of said Lot 204, J.M. Smith's Addition;
Thence S00°20'09"E, 56.00 feet on said east line;
Thence S89°38'12"E, 35.94 feet to the east line of said Lot 203, J.M. Smith's Addition;
Thence S00°20'08"E, 69.00 feet on said east line extended southerly to the northwest corner of vacated Green Street;
Thence S89°38'12"E, 120.00 feet on the north line of said vacated Green Street to the west right-of-way of Newhall Street;
Thence S00°20'08"E, 85.12 feet on said west right- of way to the north right-of-way of Main Street;
Thence on said north right-of-way 71.14 feet along a 32.81 foot radius curve to the right, long chord bears S61°46'32"W, 58.00 feet;
Thence on said north right-of-way 354.37 feet along the arc of a 1601.69 foot radius curve to the right, long chord bears N49°46'30"W, 353.65 feet.
Thence N43°26'10"W, 329.52 feet on said north right-of-way;

Thence on said north right-of-way 216.06 feet along the arc of a 613.67 foot radius curve to the right, long chord bears N33°21'00"W, 214.94 feet to the west line of said Lot 42, Plat of Oak Grove;
Thence N26°25'08"E, 16.49 feet on said west line of said Lot 42 to the northwest corner thereof;
Thence S41°53'09"E, 107.62 feet to the east line of said Lot 41, Plat of Oak Grove;
Thence S63°42'15"E, 302.39 feet on a line 10 feet southerly of and parallel to the north line of said Lots 35 through 40, Plat of Oak Grove to the west right-of-way line of Wegner Street and the Point of Beginning.
Said described lands contain 79,585 square feet or 1.827 acres more or less.

PARCEL #: 8-27

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

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

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

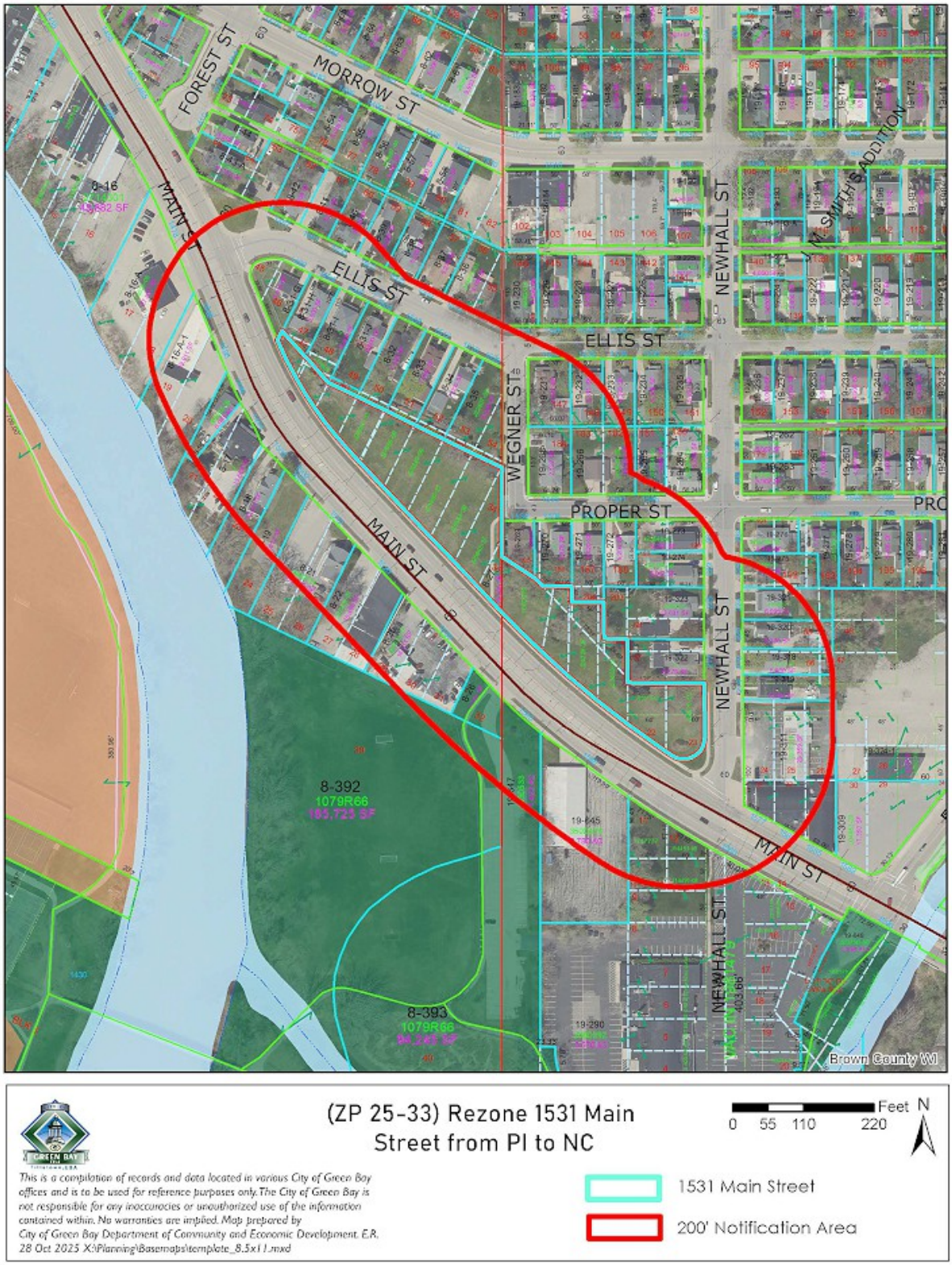
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

sh
Attachment – Location Map


FOREST ST
MORROW ST
MAIN ST
ELLIS ST
NEWHALL ST
W. SMITH'S ADDITION
WEGNER ST
PROPER ST
8-392
1079R66
8-393
1079R66
Brown County WI
(ZP 25-33) Rezone 1531 Main Street from PI to NC
Feet
0 55 110 220
N
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 28 Oct 2025 X:\Planning\Basemaps\template_8.5x11.mxd
1531 Main Street
200' Notification Area

**MISCELLANEOUS ORDINANCE NO. 08-25**

**AN ORDINANCE PROVIDING FOR DETACHMENT OF A PORTION OF THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, TO THE VILLAGE OF BELLEVUE, BROWN COUNTY, WISCONSIN**

WHEREAS, the City of Green Bay has received a petition for detachment of land from the City of Green Bay in the County of Brown, Wisconsin to the Village of Bellevue in the County of Brown, Wisconsin for the subject properties and whereas the City Council by at least a three-fourths majority has approved the detachment petition. It is hereby ordained that the following Property is detached from the City of Green Bay and is therefore attached to the Village of Bellevue.

All of Volume 24, Certified Survey Maps, Page 13 (24CSM13), Map# 4010, Document No. 1228522, being part of the North 1/2 of Lot 1 of the Subdivision of Private Claims 10 and 11, East Side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

BEGINNING at the northeast corner of Lot 1 of said 24CSM13;
thence S04°00’12”W, 196.12 feet on the east line of said 24CSM13;
thence S33°14’00”W, 132.99 feet on the east line of said 24CSM13;
thence S50°39’50”W, 148.75 feet on the east line of said 24CSM13 to the southeast corner thereof;
thence on the south line of said 24CSM13 128.23 feet along the arc of a 3869.72 foot radius curve to the left, long chord bears N64°26’59”W, 128.22 feet;
thence N65°23’56”W, 162.47 feet on said south line;
thence N24°36’04”E, 25.41 feet on said south line;
thence N65°27’03”W, 474.61 feet on said south line to the centerline of Guns Road;
thence N01°02’00”E, 121.17 feet on said centerline;
thence on said centerline 218.00 feet along the arc of a 553.04 foot radius curve to the right, long chord bears N12°18’03”E, 216.59 feet;
thence N23°38’35”E, 133.19 feet on said centerline to the northeast corner of said 24CSM13;
thence S63°09’53”E, 879.08 feet on the north nine of said 24CSM13 to the POINT OF BEGINNING.

Said described lands contain 397,335 square feet or 9.122 acres more or less.

WHEREAS, said territory contains approximately 9.122 acres with a current population of zero (0) persons, as defined in Wisconsin Statutes Section 66.0227. A scaled map reasonably showing the boundaries of said territory and the relation of said territory to the municipalities involved is attached hereto as Exhibit 1. The property displayed as Area A in the attached map is currently zoned PUD Planned Unit Development whereas the property described as Area B is road is road right-of-way in the attached map.

WHEREAS, the Common Council of the City of Green Bay elect that this detachment shall take effect to the full extent.

WHEREAS, it further appears that there are no electors residing in the territories proposed to be detached and the Petition has been signed by the owner of all properties within such territory; and

WHEREAS, it further appears that all of the requirements of Section 66.0227 of Wisconsin Statutes have been fully complied with; and

WHEREAS, it appears in the best interests of the City of Green Bay, Brown County, Wisconsin that the aforementioned City of Green Bay, Brown County, Wisconsin territories be detached from the City of Green Bay, Brown County, Wisconsin.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN DOES ORDAIN AS FOLLOWS:

THAT, the aforementioned territories situated in the City of Green Bay, Brown County, Wisconsin are hereby detached from the City and attached to the Village of Bellevue, Brown County, Wisconsin and shall only take effect upon the approval of City of Green Bay Miscellaneous Ordinance No. 08-25, and Miscellaneous Ordinance No. 09-25, and Village of Bellevue Ordinance No. O-2025-11 and Ordinance No. O-2025-12 and any other approvals pursuant to Section 66.0227 Wis. Stats; and

THAT, the properties shall continue to be zoned as previously outlined within the City of Green Bay Zoning Map until such a time as it is re-zoned within the Village of Bellevue Zoning Map; and

THAT, the City Clerk is hereby directed to provide this Ordinance to the Village of Bellevue so that the Village of Bellevue may act upon the Ordinance within the time period as set forth in Section 66.0227 Wis. Stats. The City Clerk is further directed to make the mailings pursuant to Section 66.0227 Wis. Stats, to mail a copy of the Ordinance of

Detachment to the Secretary of State of the State of Wisconsin, to the Clerk of the Green Bay Area School District, one copy to any company that provides utility service to the area detached and a copy to the Register of Deeds of Brown County, Wisconsin. All mailings shall occur within thirty (30) days of the date where the corresponding attachment Ordinance is adopted by the Village of Bellevue hereto pursuant to Section 66.03 Wis. Stats.

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

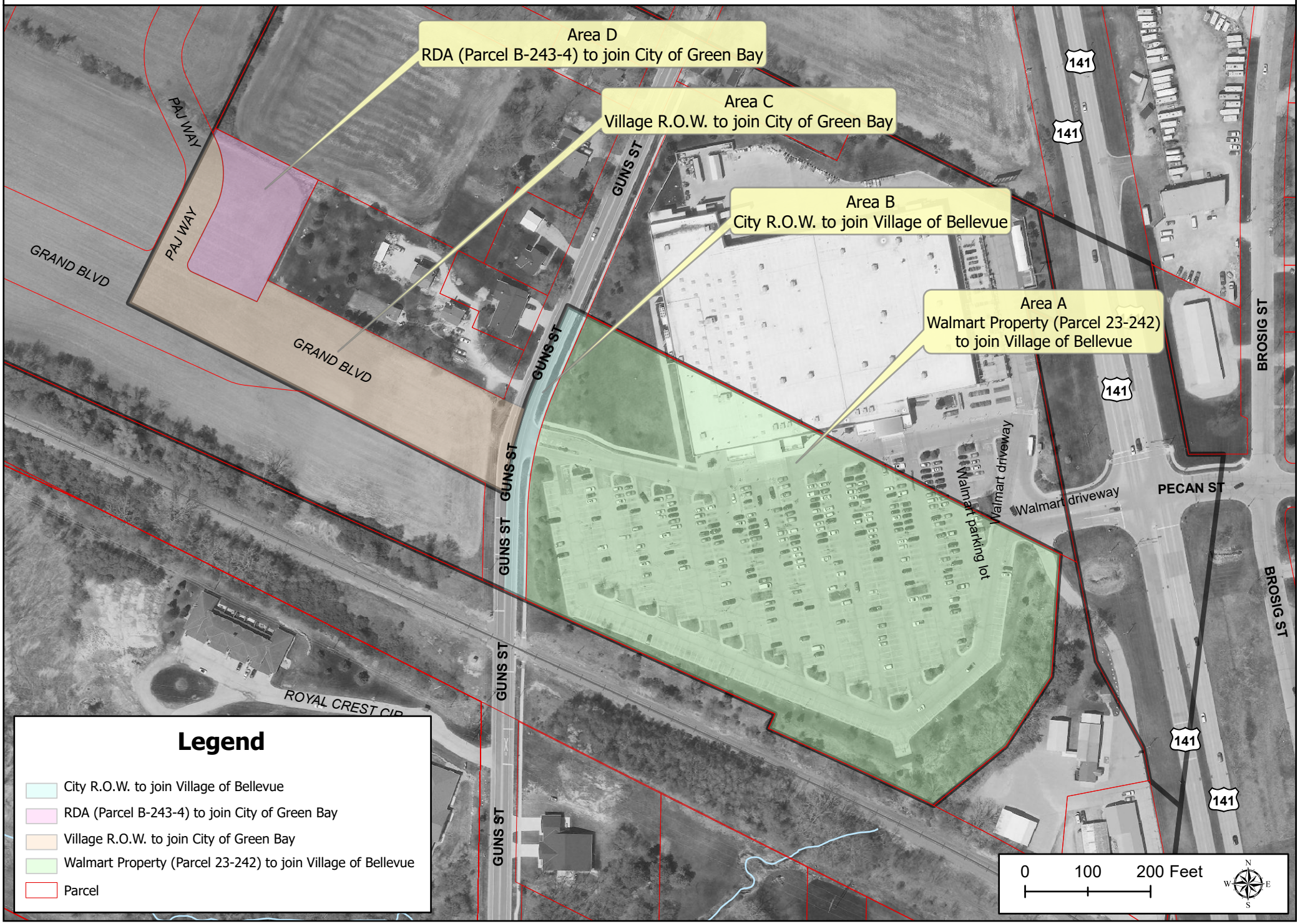
APPROVED:

_____

Eric Genrich, Mayor

# Exhibit 1: Village of Bellevue/City of Green Bay Detachment Parcels

Village of Bellevue, Brown County, Wisconsin



**MISCELLANEOUS ORDINANCE NO. 09-25**

**AN ORDINANCE PROVIDING FOR ATTACHMENT OF A PORTION OF THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, FROM THE VILLAGE OF BELLEVUE, BROWN COUNTY, WISCONSIN**

WHEREAS, the Village of Bellevue has received a petition for detachment of land from the Village of Bellevue in the County of Brown, Wisconsin to the City of Green Bay in the County of Brown, Wisconsin for the subject properties and whereas the Village Board by at least a three-fourths majority has approved the detachment petition. It is hereby ordained that the following area, that was detached from the Village of Bellevue through Ordinance No. O-2025-11 is hereby attached to the City of Green Bay. The area to be attached is described as follows:

All of Certified Survey Map# 9772 (CSM 9772), Document No. 3068066, and part of the North 1/2 of Lot 1 of the Subdivision of Private Claims 10 and 11, East Side of Fox River, Village of Bellevue, Brown County, Wisconsin, described as follows:

BEGINNING at the northeast corner of Lot 1 of said CSM 9772;
thence S26°41'58"W, 179.02 feet on the east line of said Lot 1 to a north line of said CSM 9772;
thence S63°15'07"E, 456.97 feet on said north line extended easterly to the centerline of Guns Road;
thence on said centerline 138.09 feet along the arc of a 553.04 foot radius curve to the left, long chord bears S11°31'57"W, 137.73 feet to the eastly extension of the south line of said CSM 9772;
thence N63°15'16"W, 675.21 feet on said easterly extended south line to the southwest corner of said CSM 9772;
thence N26°23'53"E, 312.01 feet on the west line of said CSM 9772 to the northwest corner thereof;
thence S63°14'17"E, 183.84 feet on a north line of said CSM 9772 to the POINT OF BEGINNING.

Said described lands contain 119,837 square feet or 2.751 acres more or less.

WHEREAS, said territory contains approximately 2.751 acres with a current population of zero (0) persons, as defined in Wisconsin Statutes Section 66.0227. A scaled map reasonably showing the boundaries of said territory and the relation of said territory to the municipalities involved is attached hereto as Exhibit 1. The property displayed as Area D in the attached map is currently zoned PUD Planned Unit

Development whereas the property described as Area C is road is road right-of-way in the attached map.

WHEREAS, the Common Council of the City of Green Bay elect that this attachment shall take effect to the full extent.

WHEREAS, it further appears that there are no electors residing in the territories proposed to be attached and the Petition has been signed by the owner of all properties within such territory; and

WHEREAS, it further appears that all of the requirements of Section 66.0227 of Wisconsin Statutes have been fully complied with; and

WHEREAS, it appears in the best interests of the City of Green Bay, Brown County, Wisconsin that the aforementioned territories be accepted and attached in their entirety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN DOES ORDAIN AS FOLLOWS:

THAT, the aforementioned territories situated are hereby attached to the City of Green Bay, Brown County, Wisconsin and shall only take effect upon the approval of City of Green Bay Miscellaneous Ordinance No. 08-25, and Miscellaneous Ordinance No. 09-25, and Village of Bellevue Ordinance No. O-2025-11 and Ordinance No. O-2025-12 and any other approvals pursuant to Section 66.0227 Wis. Stats; and

THAT, City limits of the City of Green Bay, Brown County, Wisconsin are herby changed to include this area, and the official map is amended to include related properties and road right-of-way. All land area being attached shall be subject to all ordinances, rules and regulations governing the City of Green Bay. All other mutually arranged agreements including, but not limited to, utility service areas shall be upheld until such a time where they are altered by mutual agreement between Bellevue and Green Bay.

THAT, the properties shall continue to be provisionally zoned as previously outlined within the Village of Bellevue Zoning Map until such a time as it is re-zoned within the City of Green Bay Zoning Map; and

THAT, the City Clerk is hereby directed to provide this Ordinance to the Village of Bellevue as proof of completed process. The City Clerk is further directed to make the mailings pursuant to Section 66.0227 Wis. Stats, to mail a copy of the Ordinance of

Attachment to the Secretary of State of the State of Wisconsin, to the Clerk of the Green Bay Area School District, one copy to any company that provides utility service to the area Attached and a copy to the Register of Deeds of Brown County, Wisconsin. All mailings shall occur within thirty (30) days of the approval date of this Ordinance as adopted by the Village of Bellevue hereto pursuant to Section 66.03 Wis. Stats.

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

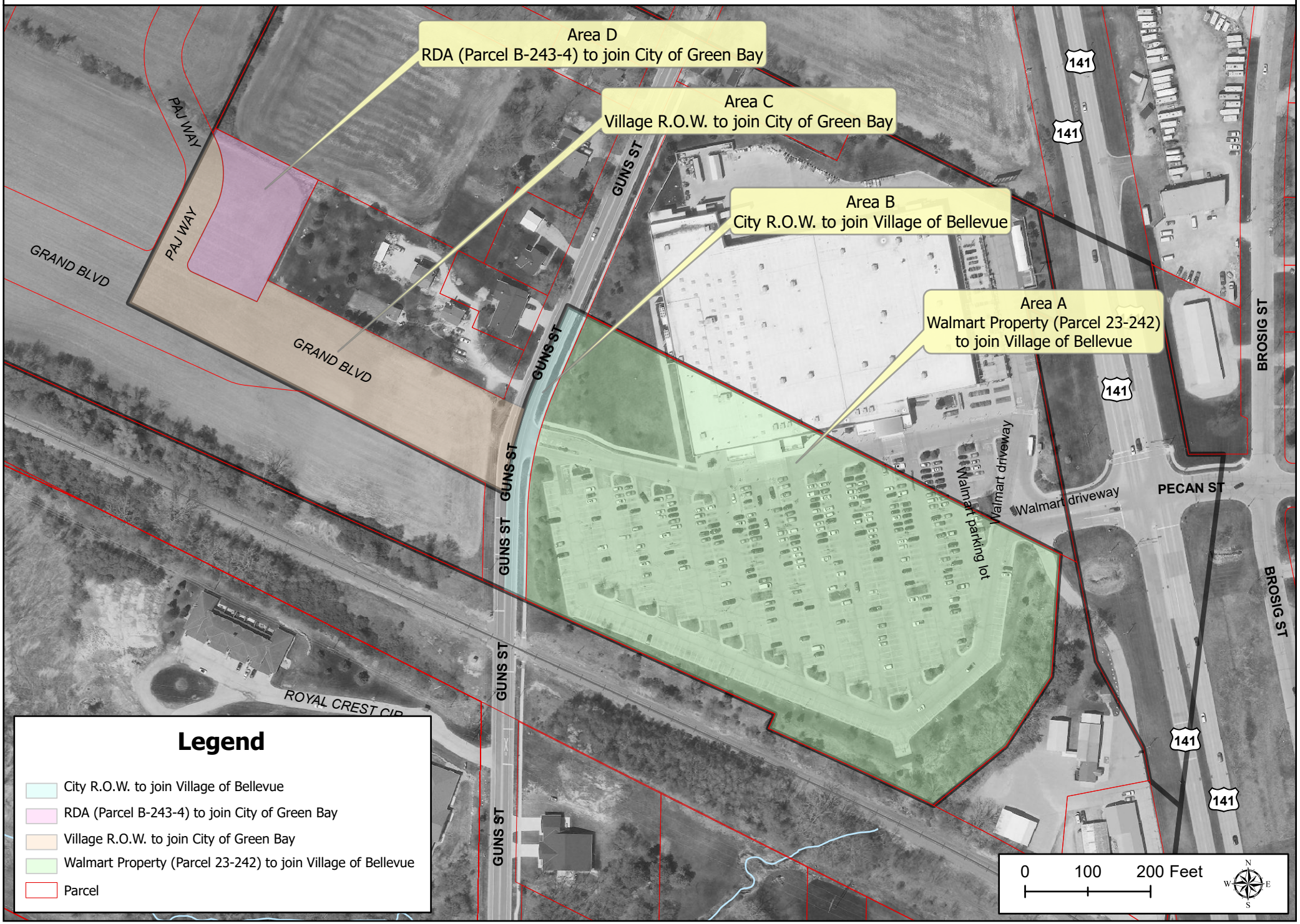
APPROVED:

_____

Eric Genrich, Mayor

# Exhibit 1: Village of Bellevue/City of Green Bay Detachment Parcels

Village of Bellevue, Brown County, Wisconsin



Report to the
# Redevelopment Authority of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Rebecca Finco, Staff |

## AGENDA ITEM # N.1

To approve a resolution authorizing the submittal of a WEDC Idle Sites grant application for the redevelopment of the Fire Station Flats site on South Broadway and forward it to the Common Council for adoption.

## BACKGROUND

The WEDC's Idle Sites Redevelopment Program provides financial assistance to municipalities for the redevelopment of large, underutilized, or abandoned commercial and industrial sites. Eligible activities include environmental remediation, demolition, site preparation, infrastructure improvements, and other redevelopment-related costs. The program aims to improve the economic health and tax base of communities by returning larger vacant sites to development-ready status. Applicants may receive one award per fiscal year.

If awarded, the ISR program grant will be used to support the ongoing environmental remediation, site preparation, and redevelopment activities of the proposed Fire Station Flats site on South Broadway in the Shipyard corridor. A public-private partnership between the City and General Capital Group, the project will transform the long-idle industrial brownfield property into an innovative mixed-use project featuring a new metro fire station integrated with affordable multifamily housing, community space, and a public greenway.

The City has completed extensive environmental remediation, asbestos abatement, building demolition, removal of underground structures and tanks, and site preparation activities utilizing U.S. Department of the Treasury Emergency Relief Assistance (ERA) funding administered by Brown County. Additional financial resources are required to finalize soil management, monitoring well abandonment, residual contamination work, and greenway construction, as well as to offset infrastructure costs associated with redevelopment. While the RDA's existing EPA Brownfield Cleanup Grant will provide funding for these additional activities, the $250,000 ISR program grant will fill a critical remaining funding gap, ensuring the site can be redeveloped by General Capital Group.

WEDC requires the Common Council pass a resolution authorizing submission of the grant application and designating an individual with authority to execute the application and any subsequent documents. The accompanying resolution fulfills this requirement.

## RECOMMENDATION

To approve a resolution authorizing the submittal of a WEDC Idle Sites grant application for the redevelopment of the Fire Station Flats site on South Broadway and forward it to the Common Council for adoption.

## FISCAL IMPACT

Staff intends to apply for the maximum ISR grant of $250,000, which will support development costs and

strengthen overall project feasibility. This program requires a 3:1 funding match; however, this requirement will be met through the RDA's existing EPA Brownfield Cleanup Grant, so no additional City financial contribution is necessary to leverage this state investment.

## ATTACHMENTS

1. Idle Sites Council Resolution 12.16.25
2. WEDC Idle Sites Program Guidelines

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) IDLE SITES REDEVELOPMENT PROGRAM**

**December 16, 2025**

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) administers the Idle Sites Redevelopment Program, which provides grants to municipalities for the redevelopment of large, underutilized, or abandoned industrial or commercial properties; and

WHEREAS, the City of Green Bay seeks to promote redevelopment, job creation, public infrastructure improvements, and economic revitalization within the community; and

WHEREAS, the properties located at the former Badger Sheet Metal Site, 402 South Broadway, 420 South Broadway, 419 South Maple Avenue, and 421 Arndt Street (collectively, the "Property"), have been identified as an underutilized former industrial site that meets the eligibility criteria for the WEDC Idle Sites Redevelopment Program; and

WHEREAS, the City intends to pursue funding through the Idle Sites Redevelopment Program to support environmental remediation, site preparation, infrastructure improvements, and other eligible redevelopment activities necessary to return the Property to productive use; and

WHEREAS, the Idle Sites Redevelopment Program requires a formal resolution of the governing body authorizing the submission of the application and identifying an official authorized to execute documents and act on behalf of the municipality; and

WHEREAS, the Common Council of the City of Green Bay finds it to be in the City's best interest to apply for such grant funding to support redevelopment within the community.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Common Council hereby authorizes the submission of an application to the Wisconsin Economic Development Corporation Idle Sites Redevelopment Program for the redevelopment of the Property.

BE IT FURTHER RESOLVED that the City of Green Bay shall comply with all of the requirements of the program and hereby authorizes the Development Director to act on the behalf of the City to submit an Idle Sites Redevelopment Program application to WEDC, sign documents and take necessary action to undertake, direct and complete approved grant activities.

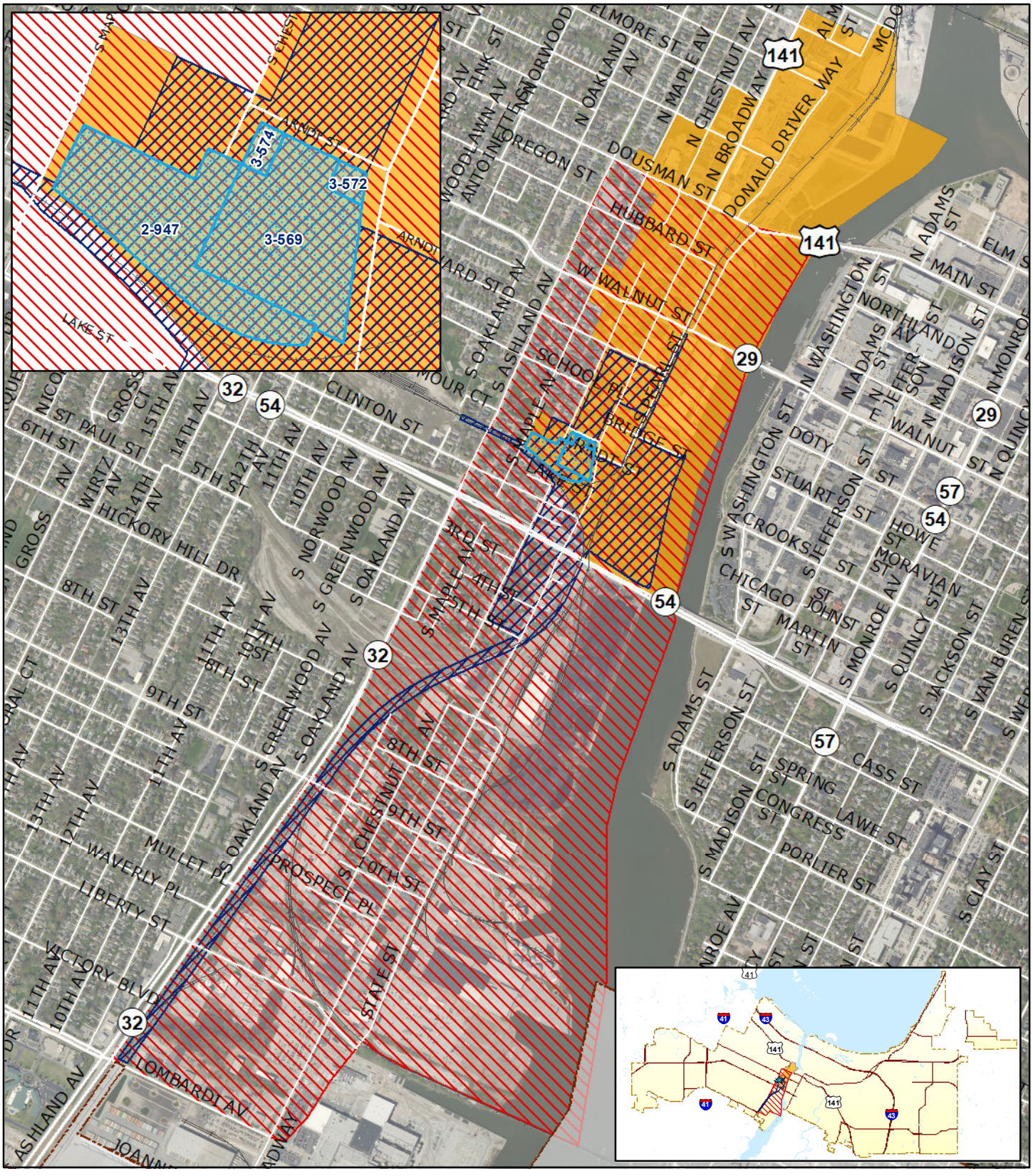
BE IT FURTHER RESOLVED that the City of Green Bay affirms its commitment to comply with all applicable program requirements, Federal and State regulations, and any conditions placed upon the award of WEDC Idle Sites Redevelopment Program funds.

Adopted _____

Approved _____

_____
Eric Genrich, Mayor

Attachment - Map




# Former Badger Sheet Metal - Green Bay
## Parcels 2-947, 3-569, 3-572, 3-574

0 500 1,000 2,000 Feet

N

Badger Sheet Metal Parcels

Tax Increment Finance District 22

Opportunity Zone

On Broadway BID

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

*10 Nov 2025 X:\Planning\Work Order Requests\2025\25.02 Office Maps\Idle Sites Grant\BadgerSheetMetal.mxd*

# Idle Sites Redevelopment Program

| Program Guidelines for Fiscal Year 2026 |
|---|
| **Lead Division: Business and Community Development**<br>**☐ New ☒ Revised 7/1/2025**<br>**☒Grant ☐ Loan ☐Tax Credit ☐Technical Assistance** |

## Introduction

**Background Information:** The Idle Sites Redevelopment (ISR) program offers grants to Wisconsin communities for the redevelopment of sites that have been idle, abandoned, or underused for at least two years. Blighted properties may be perceived as eyesores that can lead to decreased property tax revenue for a community. The Idle Sites Redevelopment Program provides incentives to help rejuvenate abandoned blighted sites, in turn elevating local economies. Approved projects can use funds for demolition, environmental remediation, infrastructure, and/or site-specific improvements to advance the site to shovel ready status or enhance the site's market attractiveness.

**Program's Purpose:** The program offers grants to Wisconsin communities for the redevelopment of sites that have been idle, abandoned, or underused for at least two years, elevating local economies. Blighted properties may be perceived as eyesores that can lead to decreased property tax revenue for a community. Approved projects can use funds for demolition, environmental remediation, infrastructure or site-specific improvements to advance the site to shovel ready status or enhance the site's market attractiveness.

## Eligibility Requirements

**Eligible Applicants:** Idle Sites Redevelopment applicants must meet the following criteria:

- Be a city, village, town, county, government entity, or Tribal entity.
- If a private developer is participating in the project, provide a draft of a development agreement that describes the project and its goals, anticipated outcomes, project timeline, actions, obligations, and investments to be made by each party that must be executed prior to the first draw of ISR funds.
- If the project does not have a private developer, provide an officially approved resolution that describes the project and its goals, anticipated outcomes, project timeline, and actions, obligations and investments necessary to achieve redevelopment.
- Provide a signed resolution by the governing elected body authorizing the submittal of an application to the ISR program.
- Demonstrate ownership of the targeted site or demonstrate the legal ability to access the property and perform the work proposed in the application.
- Propose a project site which is one of the following:

- one or more contiguous industrial parcels that exceed four acres and had long term (over 25 years) industrial usage; or
- one or more contiguous commercial parcels that exceed four acres – or that exceed two acres for projects in an Economically Distressed community or Opportunity Zone – and had long term (over 25 years) commercial usage; or
- one or more contiguous institutional parcels that exceed four acres – or less than four acres for projects within a commercial corridor – and had long term (over 25 years) institutional usage.

**Eligible Use of Funds:** Idle Sites Redevelopment grants and matching funds can fund the following activities. Costs are only eligible to be applied to grant and matching fund expenses after WEDC approval.

- Demolition.
- Environmental remediation.
- Rehabilitation and/or infrastructure improvements.

**Ineligible Use of Funds:** Activities ineligible for program assistance or match include, but are not limited to:

- In-kind contributions.
- Costs of new construction.
- Indirect construction costs (a.k.a. "soft" costs).
- Environmental work occurring on properties in which the current owner is also a causer who possessed or controlled the contaminant(s) on the site.
- Acquisition costs (except that acquisition costs may be allowable for matching funds expenses).

**Matching:** The applicant must provide matching funds at a rate of 3:1 of the Idle Sites Redevelopment Grant; or a rate of 1:1 of the Idle Sites Redevelopment Grant if the project is located in an Economically Distressed Community.

## Available Incentives

**FY26**: $ $2,250,000

**Award Sizes:** The maximum Idle Sites Redevelopment grant is $250,000.

**Awards per Applicant:** Applicants may receive one award per fiscal year.

## Activities and Expected Outcomes

Assist 10 communities and achieve a 7:1 leverage of other investment.

**Impact:** Improvement of the economic health and tax base of communities by returning larger vacant sites to development-ready status.

**Metrics:** As a community development program focused on real estate development, project

performance reporting metrics for ISR are focused around measuring eligible site work costs. ISR program metrics include the following list, and each project will include one or more of these metrics in its reporting requirements depending on the project's specified use of funds.

- Capital Investment
- Site Work
- Leverage – Total

## Application Guideline

**Timeline:** The Idle Site Redevelopment program has a continuous application process.

**Review Considerations:** WEDC may take the following into account when considering an Idle Site Redevelopment award:

- The potential of the project to promote economic and community development in the area.
- A written financial commitment demonstrating the ability to meet project costs enabling the project to reach fruition.
- The adequacy and completeness of the site investigation and remediation effort.
- The extent to which estimated costs are provided by qualified parties.
- The size and location of the property and the site's relationship to economic center.
- The potential of the project to increase of taxable property values.
- The potential of the project to reduce of urban sprawl.
- Use of existing infrastructure.
- Reduction of environmental risks.
- Creation of full-time jobs.
- Location of the project in an Economically Distressed community.
- Demonstrated involvement of diverse businesses, including women and veteran-owned contractors, in eligible project costs.
- Feasibility and readiness of the proposed project.
- Capital investment.
- Alignment with Community Economic Development Strategy (CEDS) / Economic Development District (EDD) plan for the region.

**How to Apply:** An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

**Award Process:** The completed application will be assigned to an underwriter and go through the award review process.

**Performance Reporting:** Recipients must annually submit a performance report documenting capital investment, assessed taxable property values, and any other contract deliverable.

WEDC annually selects awards on a sample basis for an audit. All backup to the performance report and financial records must be maintained by the Recipient for at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

## Helpful Information

**Definitions:**

"Economically Distressed" - a county or municipality so designated by WEDC by considering the most current area and state data available for the following indicators:

- Unemployment rate.
- Percentage of families with incomes below the poverty line.
- Median family income.
- Median per capita income.
- Average annual wage.
- Manufacturing assessment values by county.
- Other significant or irregular indicators of economic distress – such as a natural disaster, or plant closings and layoffs.

"Opportunity Zone" - a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

## Revision History

**Program Inception** – Fiscal Year 2014

- 7/1/2017: Changed to an ongoing application process. Added requirement for signed resolution of support from local government unit submitting application. Added limitation for one award per fiscal year per community.
- 7/1/2018: Clarified the terms development agreement and redevelopment plan, Expanded types of eligible sites and reduced acreage requirements in a Designated Rural County.
- 7/1/2019**:** Clarified eligible costs; reduced acreage requirements for projects in an Opportunity Zone; clarified performance reporting requirements.
- 7/1/2021: Clarified eligibility requirements; replaced Designated Rural County with Economically Distressed; added consideration for diverse businesses; reduced maximum grant.
- 07/1/2022**:** Clarifies that obligations and investments made by each party must be executed prior to the first draw of funds; Reduces acreage requirements for certain projects in commercial corridor; Provides reduced match for projects located in an Economically Distressed County.
- 7/1/2023: Reduces time required for site to be vacant; Reduces acreage requirement for certain projects.
- 7/1/2024: Reduces acreage requirement for certain commercial projects and those in an Economically Distressed community or Opportunity Zone.

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # O.1

To approve the request by Department of Public Works to adopt the Proposed 2026 Storm Water Utility Rates.

## BACKGROUND

The storm water utility rates are determined annually based on the proposed budget and number of equivalent runoff units. An equivalent runoff unit or ERU means the unit by which a storm sewer charge is calculated and is based on an average horizontal impervious area of a fully developed single-family parcel within the City. An ERU is established as 3,000 square feet. The 2026 proposed rates are based on 80,550 ERUs. The calculated stormwater rate for 2026 is $13.20 per month per ERU.

## RECOMMENDATION

To approve the proposed 2026 Storm Water Utility Rates.

## FISCAL IMPACT

The proposed rates are based on the approved 2026 Storm Water Utility budget.

## ATTACHMENTS

1. 2026 Storm Water Utility Budget FINAL - 2
2. 2026 Storm Water Utility Budget FINAL

# STORMWATER UTILITY - 2026 APPROVED BUDGET

| Object # | Account Name | Budget 2026 |
|---|---|---|
| 50001 | REGULAR SALARIES | $1,689,228 |
| 50003 | SEASONAL SALARIES | $7,000 |
| 50501 | OVERTIME | $51,700 |
| 51201 | HEALTH INSURANCE | $245,760 |
| 51202 | DENTAL INSURANCE | $21,110 |
| 51203 | LIFE INSURANCE | $1,779 |
| 51210 | SOCIAL SECURITY | $106,071 |
| 51211 | MEDICARE | $24,826 |
| 51212 | WORKER'S COMPENSATION | $2,105 |
| 51301 | WRS - EMPLOYER SHARE | $125,370 |
| 51402 | CLOTHING ALLOWANCE | $5,000 |
| 51403 | SAFETY GLASSES | $1,000 |
| 51404 | PERSONAL SUPPLIES | $5,000 |
| 52001 | TRAINING & TRAVEL | $15,000 |
| 52003 | DUES & BONDS | $10,505 |
| 53001 | CONTRACTUAL SERVICES | $284,000 |
| 53002 | COPY MACHINE | $3,000 |
| 53014 | LICENCES & PERMITS | $46,000 |
| 53017 | FINANCE SERVICES | $480,000 |
| 53020 | SOFTWARE & SUBSCRIPTIONS | $28,050 |
| 53021 | LEGAL FEES | $3,000 |
| 53031 | ENGINEERING / ADMINISTRATIVE | $512,766 |
| 53040 | SANITATION DISPOSAL CHARGES | $226,800 |
| 53102 | SEDIMENT CREDIT - GBP (New 2019) | $365,539 |
| 53110 | SEWER SAMPLING CHARGES | $4,000 |
| 54001 | MATERIALS & SUPPLIES | $150,000 |
| 54007 | PUBLIC EDUCATION | $5,000 |
| 54010 | GAS, OIL & LUBRICANT | $67,650 |
| 55101 | EQUIPMENT REPAIRS | $290,000 |
| 55121 | LEASE PAYMENT | $5,827 |
| 55130 | CITY EQUIPMENT USAGE | $389,000 |
| 55320 | DIKE MAINTENANCE | $5,000 |
| 55358 | PUMP STATION REPAIRS | $110,000 |
| 55501 | Equipment outlay | $11,000 |
| 56101 | ELECTRICITY | $106,725 |
| 56201 | NATURAL GAS | $110 |
| 56302 | CELL PHONES | $11,000 |
| 56402 | WATER | $3,500 |
| 56403 | SEWER | $100 |
| 57098 | DEPARTMENT INSURANCE CHARGES | $28,417 |
| 59910 | TRANSFER OUT - GENERAL FUND | $570,000 |
| 59930 | TRANSFER OUT - DEBT SERVICE | $2,246,234 |
| 59940 | TRANSFER OUT - CAPITAL PROJECTS | $2,543,870 |
| | TRANSFER TO 205670 - FORESTRY FUNDING | $2,138,573 |
| 44310 | APPLIED PERMIT AND CONNECTION FEE REVENUE | -$25,000 |
| 46490 | APPLIED PACKER SANITATION REIMB | -$10,000 |
| 48100 | APPLIED INTEREST REVENUE | -$150,000 |
| 48921 | SALE OF SCRAP REVENUE | -$2,000 |
| | **TOTAL** | **$12,759,615** |
| | ERUs (# City-wide) | 80,550 |
| | ERU charge(per year) | **$158.41** |
| | ERU Charge(per month) | **$13.20** |

# STORM WATER UTILITY - ANNUAL BUDGET COMPARISON

| ACCOUNT # | TITLE | 2016 Budget | 2017 Budget | 2018 Budget | 2019 Budget | 2020 Budget | 2021 Budget | 2022 Budget | 2023 Budget | 2024 Budget | 2025 BUDGET | 2026 BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 50001 | REGULAR SALARIES | $1,108,778 | $1,131,498 | $1,162,066 | $1,265,315 | $1,344,840 | $1,449,296 | $1,487,466 | $1,537,182 | $1,787,425 | $1,937,375 | $1,689,228 |
| 50003 | SEASONAL SALARIES | | | | | | | | | $5,000 | $5,000 | $7,000 |
| 50501 | OVERTIME | $39,996 | $40,000 | $39,996 | $39,996 | $39,996 | $39,996 | $39,996 | $39,996 | $41,996 | $49,212 | $51,700 |
| 51201 | HEALTH INSURANCE | $246,737 | $268,694 | $259,141 | $298,600 | $307,597 | $298,045 | $327,811 | $334,507 | $379,009 | $298,795 | $245,760 |
| 51202 | DENTAL INSURANCE | $21,470 | $21,614 | $22,240 | $23,822 | $26,960 | $27,868 | $27,836 | $25,709 | $27,876 | $26,759 | $21,110 |
| 51203 | LIFE INSURANCE | $1,656 | $1,937 | $2,047 | $2,155 | $2,280 | $2,206 | $1,882 | $1,938 | $1,845 | $2,051 | $1,779 |
| 51204 | LEVY SUPPORTED HEALTH INSURANCE | $10,070 | $8,610 | $7,630 | $5,540 | $3,690 | $2,680 | $0 | $0 | $0 | $0 | $0 |
| 51210 | SOCIAL SECURITY | $68,762 | $70,072 | $72,065 | $78,142 | $82,988 | $89,557 | $92,323 | $95,474 | $108,981 | $120,902 | $106,071 |
| 51211 | MEDICARE | $16,079 | $16,381 | $16,875 | $18,297 | $19,427 | $20,967 | $21,616 | $22,352 | $25,513 | $28,300 | $24,826 |
| 51212 | WORKER'S COMPENSATION | $12,010 | $24,485 | $22,410 | $19,150 | $16,728 | $48,288 | $37,174 | $39,114 | $36,606 | $1,899 | $2,105 |
| 51301 | WRS - EMPLOYER SHARE | $75,817 | $79,752 | $80,565 | $85,531 | $93,508 | $100,558 | $99,313 | $107,274 | $124,288 | $138,098 | $125,370 |
| 51402 | CLOTHING ALLOWANCE | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $5,950 | $5,268 | $5,000 |
| 51403 | SAFETY GLASSES | $1,000 | $1,500 | $1,500 | $1,500 | $1,500 | $1,500 | $1,500 | $1,500 | $1,000 | $1,000 | $1,000 |
| 51404 | PERSONAL SUPPLIES | $0 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 |
| 52001 | TRAINING & TRAVEL | $5,000 | $8,000 | $6,000 | $10,900 | $5,900 | $9,275 | $5,900 | $6,900 | $12,690 | $16,884 | $15,000 |
| 52003 | DUES & BONDS | $4,500 | $5,500 | $6,500 | $5,500 | $6,000 | $6,000 | $6,000 | $9,520 | $10,362 | $9,933 | $10,505 |
| 53001 | CONTRACTUAL SERVICES | $250,000 | $250,000 | $250,000 | $150,000 | $100,000 | $200,000 | $150,000 | $150,000 | $285,650 | $210,500 | $284,000 |
| 53002 | COPY MACHINE | $1,500 | $1,550 | $1,600 | $1,600 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 |
| 53014 | LICENCES & PERMITS | $16,200 | $27,000 | $40,700 | $40,700 | $47,000 | $48,000 | $46,100 | $51,600 | $56,844 | $57,102 | $46,000 |
| 53017 | FINANCE SERVICES | $280,000 | $280,000 | $300,000 | $300,000 | $350,000 | $350,000 | $375,000 | $401,000 | $425,000 | $475,000 | $480,000 |
| 53020 | DATA PROCESSING SERVICES | $27,000 | $35,000 | $24,750 | $28,000 | $36,673 | $36,673 | $40,000 | $50,000 | $67,400 | $59,426 | $28,050 |
| 53021 | LEGAL FEES | | | $0 | | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 |
| 53031 | ENGINEERING/ADMINISTRATIVE SERVICES | | $10,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $512,766 |
| 53040 | SANITATION DISPOSAL CHARGES | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $125,000 | $225,000 | $226,800 |
| 53102 | SEDIMENT CREDIT - GBP | | | | $150,000 | $275,000 | $324,777 | $334,525 | $344,556 | $354,893 | $354,893 | $365,539 |
| 53110 | SEWER SAMPLING CHARGES | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $4,000 | $4,000 | $4,000 |
| 54001 | MATERIALS & SUPPLIES | $60,000 | $75,000 | $75,000 | $75,000 | $102,891 | $75,000 | $100,000 | $100,000 | $166,435 | $116,000 | $150,000 |
| 54007 | PUBLIC EDUCATION | | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 |
| 54010 | GAS, OIL & LUBRICANT | $50,000 | $50,000 | $50,000 | $57,500 | $61,000 | $61,000 | $61,000 | $61,000 | $65,000 | $66,000 | $67,650 |
| 55101 | EQUIPMENT REPAIRS | $125,000 | $175,000 | $150,000 | $150,000 | $150,000 | $200,000 | $200,000 | $200,000 | $200,000 | $275,000 | $290,000 |
| 55121 | LEASE PAYMENT | | | | | | | | | | $6,357 | $5,827 |
| 55130 | CITY EQUIPMENT USAGE | $300,000 | $300,000 | $300,000 | $300,000 | $300,000 | $300,000 | $300,000 | $300,000 | $300,000 | $0 | $389,000 |
| 55140 | EQUIPMENT REPLACEMENT | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 55150 | NEW EQUIPMENT | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 55191 | EQUIPMENT REPLACEMENT FUND | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 55320 | DIKE MAINTENANCE | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 |
| 55358 | PUMP STATION REPAIR | | | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $100,000 | $110,000 | $110,000 |
| 55501 | EQUIPMENT OUTLAY | | | | | | | | | | | $11,000 |
| 56101 | ELECTRICITY | $71,860 | $71,860 | $76,660 | $98,260 | $106,000 | $106,000 | $106,000 | $110,000 | $108,350 | $106,725 | $106,725 |
| 56201 | NATURAL GAS | $110 | $110 | $110 | $110 | $110 | $110 | $110 | $110 | $110 | $110 | $110 |
| 56301 | TELEPHONE | $0 | $1,000 | $4,000 | $4,000 | $4,000 | $4,000 | $4,000 | $4,000 | $0 | $0 | $0 |
| 56302 | CELL PHONES | $1,650 | $4,200 | $5,000 | $5,000 | $5,000 | $7,000 | $7,000 | $7,000 | $10,000 | $11,000 | $11,000 |
| 56402 | WATER | $200 | $200 | $1,500 | $1,635 | $1,725 | $1,725 | $1,750 | $1,750 | $1,900 | $3,500 | $3,500 |
| 56403 | SEWER | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 |
| 57098 | DEPARTMENT INSURANCE CHARGES | $7,230 | $14,010 | $10,747 | $14,574 | $17,155 | $18,020 | $18,829 | $21,851 | $22,337 | $22,530 | $28,417 |
| 59910 | TRANSFER OUT - GENERAL FUND | $200,000 | $200,000 | $200,000 | $470,000 | $470,000 | $470,000 | $470,000 | $470,000 | $570,000 | $570,000 | $570,000 |
| 59930 | TRANSFER OUT - DEBT SERVICE | $561,852 | $561,329 | $561,329 | $814,460 | $814,460 | $1,498,273 | $1,415,895 | $1,533,354 | $1,661,300 | $2,246,234 | $2,246,234 |
| 59940 | TRANSFER OUT - CAPITAL PROJECTS | $1,437,323 | $1,776,370 | $2,062,440 | $2,462,060 | $3,147,230 | $2,421,980 | $2,412,980 | $2,888,110 | $2,550,798 | $2,543,870 | $2,543,870 |
| 205670 | TRANSFER OUT - FORESTRY FUNDING | | | | | $1,189,853 | $1,250,866 | $1,371,585 | $1,416,608 | $1,535,279 | $1,998,417 | $2,138,573 |
| 43612 | APPLIED STATE OF WI MOTOR FUEL REFUND | | | | | | | | | $0 | | |
| 44310 | APPLIED PERMIT AND CONNECTION FEE REVENUE | | | | | | | | | -$38,500 | -$25,000 | -$25,000 |
| 46490 | APPLIED PACKER SANITATION REIMB | | | | | | | | | -$10,000 | -$10,000 | -$10,000 |
| 48100 | APPLIED INTEREST REVENUE | | | | | -$75,000 | -$75,000 | $0 | $0 | -$200,000 | -$100,000 | -$150,000 |
| 48592 | LOCAL GRANTS | | | | | | | | | -$10,000 | $0 | |
| 48921 | SALE OF SCRAP REVENUE | | | | | | | | | -$2,000 | -$1,000 | -$2,000 |
| 49220 | ARPA INTEREST | | | | | | | | | -$22,626 | $0 | |
| 49300 | APPLIED SURPLUS | | | | | $0 | $0 | $0 | $0 | $0 | | $0 |
| | TOTAL | $5,214,900 | $5,733,772 | $6,135,971 | $7,300,447 | $9,383,611 | $9,723,760 | $9,892,691 | $10,661,505 | $10,916,811 | $11,988,239 | $12,759,615 |
| | Equivalent Runoff Units (ERU's) | 74,000 | 74,000 | 74,000 | 79,250 | 79,250 | 79,250 | 79,250 | 79,250 | 80,000 | 80,000 | 80,550 |
| | ERU charge(per year) | $70.47 | $77.48 | $82.92 | $92.12 | $118.41 | $122.70 | $124.83 | $134.53 | $136.46 | $149.85 | $158.41 |
| | ERU Charge(per month) | $5.87 | $6.46 | $6.91 | $7.68 | $9.87 | $10.22 | $10.40 | $11.21 | $11.37 | $12.49 | $13.20 |

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # O.2

To approve the request by Department of Public Works to approve a Service Order Agreement with Berners-Schober Associates, Inc. for design and construction administrative services associated with Fire Station 7 HVAC improvements for an estimated cost of $52,000.00.

## BACKGROUND

The HVAC system at Fire Station 7 is beyond its expected life. Additionally, replacement parts are no longer manufactured making future repairs difficult or not possible.

## RECOMMENDATION

DPW recommends using the master agreement with Berners-Schober and Associates to design the replacement HVAC system.

## FISCAL IMPACT

1. Fund balance is earmarked for the design fees and 2026 CIP funding is approved for construction once bid out.

## ATTACHMENTS

1. 25CGB0500_ServiceOrder_2025-05-28

# AIA® Document B221™ – 2018

## *Service Order* for use with Master Agreement Between Owner and Architect

**SERVICE ORDER** number 006 made as of the Twenty-seventh day of May in the year Two Thousand Twenty-Five
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address, and other information)*

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, WI 54301
920-448-3000

and the Architect:
*(Name, legal status, address, and other information)*

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, WI 54301
9204324865

for the following **PROJECT:**
*(Name, location, and detailed description)*

25CGB05.00 Fire Station 7 HVAC Replacement
Fire Station #7
3489 Humboldt Rd
Green Bay, Wisconsin 54311
Replace facility ventilation and heating equipment

**THE SERVICE AGREEMENT**
This Service Order, together with the Master Agreement between Owner and Architect dated the First day of January in the year Two Thousand Twenty-Five
*(In words, indicate day, month, and year.)*

form a Service Agreement.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SERVICES UNDER THIS SERVICE ORDER

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 COMPENSATION

5 INSURANCE

6 PARTY REPRESENTATIVES

7 ATTACHMENTS AND EXHIBITS

## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)*

Project includes replacing facility ventilation and heating equipment, and further scope to be verified related to kitchen hood and make-up air system for code compliance for Level 1 exhaust hood for a commercial kitchen.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

## ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

**§ 2.1** The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

### § 2.1.1 Basic Services

*(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

Pre-design site visit and field verification
Opinion of probable cost of construction at complete CDs
Facilitating "Page Turn" Review meeting of final drawings/specs - virtual or in-person

Scope of construction work includes:
Replacement of boiler heating system with dual boiler system
Replacement of domestinc water heater with boiler to domestic water heater system
Replacement of air handling unit and DX condenser
Reconfiguration of mechnical room including expansion as necessary to maintain equipment
Correct lower level ventilation deficiency
Replace pneumatic reheat coils with VAV terminals
Replace pneumatic valves and dampers iwth DDC devices
Remove locker/shower energy unit and replace with air unit ventilation
Modify garage heating unit pipe/pipes for new boiler pump service
Focus on Energy engagement

Construction administration services will include pre-bid meeting, in-progress meeting/inspection, and final inspection.

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Shop-drawing review, answering RFI's and coordinating construction bulletins.

Excluded work:
Kitchen hood/fan
Garage ventilation equipment
Existing system/building deficiencies not addressed with the above noted work

**§ 2.1.2 Additional Services**
*(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)*

N/A

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
**§ 3.1** Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

Design will commence Summer 2025

**.1** Commencement of construction date:
Summer 2026

**.2** Substantial Completion date:
TBD

**ARTICLE 4 COMPENSATION**
**§ 4.1** For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

**.1** Stipulated Sum
*(Insert amount)*

**.2** Percentage Basis
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

**.3** Other
*(Describe the method of compensation)*

Professional servcies shall be billed hourly with and estimated cost of $42,000 for design services and an estimated cost of $10,000 for Construction Administrative services.

**§ 4.2** For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
*(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)*

N/A

**§ 4.3** For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
*(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)*

Reimbursable expenses will be invoiced in addition to professional fees. We recommend an allowance of $5,000 be budgeted for such expenses. These expenses include, but are not limited to insturments of service, printing/handling/postage, approval fees, trave and subsistence.

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**§ 4.4** When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

## ARTICLE 5 INSURANCE

**§ 5.1** Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
*(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)*

N/A

**§ 5.2** In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
*(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)*

| Coverage | Limits |
|---|---|

## ARTICLE 6 PARTY REPRESENTATIVES

**§ 6.1** The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
*(List name, address, and other information.)*

Trista Hobbs
100 N Jefferson St, Rm 300
Green Bay, WI 54301
(920) 448-3114
trista.hobbs@greenbaywi.gov

**§ 6.2** The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
*(List name, address, and other information.)*

Steve Srubas
310 Pine Street
Green Bay, WI 54301
9204324865
ssrubas@bsagb.com

## ARTICLE 7 ATTACHMENTS AND EXHIBITS

**§ 7.1** The following attachments and exhibits, if any, are incorporated herein by reference:

**.1** AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

**.2** Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement.)*

**.3** Other documents:
*(List other documents, if any, including additional scopes of service forming part of this Service Order.)*

This Service Order entered into as of the day and year first written above.

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| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| BY: James Burnette, City Engineer | BY: Ian W. Griffiths, President |
| *(Printed name and title)* | *(Printed name, title, and license number if required)* |

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# *Additions and Deletions Report for*
## *AIA® Document B221™ – 2018*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:41:49 CDT on 05/28/2025.

**Changes to original AIA text**

**PAGE 3**

Design will commence Summer 2025

Summer 2026~~5~~

TBD

**Variable Information**

**PAGE 1**

**SERVICE ORDER** number
006
made as of the Twenty-seventh day of May in the year Two Thousand Twenty-Five
*(In words, indicate day, month, and year.)*

CITY OF GREEN BAY

100 North Jefferson Street
Green Bay, WI 54301

920-448-3000

BERNERS-SCHOBER ASSOCIATES, INC.

310 Pine Street
Green Bay, WI 54301

9204324865

25CGB05.00 Fire Station 7 HVAC Replacement

Fire Station #7
3489 Humboldt Rd
Green Bay, Wisconsin 54311

Replace facility ventilation and heating equipment

This Service Order, together with the Master Agreement between Owner and Architect dated the First day of January in the year Two Thousand Twenty-Five
*(In words, indicate day, month, and year.)*

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**PAGE 2**

Project includes replacing facility ventilation and heating equipment, and further scope to be verified related to kitchen hood and make-up air system for code compliance for Level 1 exhaust hood for a commercial kitchen.

Pre-design site visit and field verification
Opinion of probable cost of construction at complete CDs
Facilitating "Page Turn" Review meeting of final drawings/specs - virtual or in-person

Scope of construction work includes:
Replacement of boiler heating system with dual boiler system
Replacement of domestinc water heater with boiler to domestic water heater system
Replacement of air handling unit and DX condenser
Reconfiguration of mechnical room including expansion as necessary to maintain equipment
Correct lower level ventilation deficiency
Replace pneumatic reheat coils with VAV terminals
Replace pneumatic valves and dampers iwth DDC devices
Remove locker/shower energy unit and replace with air unit ventilation
Modify garage heating unit pipe/pipes for new boiler pump service
Focus on Energy engagement

Construction administration services will include pre-bid meeting, in-progress meeting/inspection, and final inspection. Shop-drawing review, answering RFI's and coordinating construction bulletins.

Excluded work:
Kitchen hood/fan
Garage ventilation equipment
Existing system/building deficiencies not addressed with the above noted work

**PAGE 3**

N/A

Professional servcies shall be billed hourly with and estimated cost of $42,000 for design services and an estimated cost of $10,000 for Construction Administrative services.

N/A

Reimbursable expenses will be invoiced in addition to professional fees. We recommend an allowance of $5,000 be budgeted for such expenses. These expenses include, but are not limited to insturments of service, printing/handling/postage, approval fees, trave and subsistence.

**PAGE 4**

N/A

Trista Hobbs

100 N Jefferson St, Rm 300
Green Bay, WI 54301

(920) 448-3114

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**User Notes:** (68362060492302a9fdb153a0)

trista.hobbs@greenbaywi.gov

Steve Srubas

310 Pine Street
Green Bay, WI 54301

9204324865

ssrubas@bsagb.com

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## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Amy Brey, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:41:49 CDT on 05/28/2025 under Order No. 20250097761 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ - 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # O.3

To approve the request by Department of Public Works to purchase a 2026 Western Star 47X Combination Sewer Vacuum and Jet Sewer Cleaning Truck Chassis in the amount of $154,870.50.

## BACKGROUND

The Department of Public Works utilizes Combination Sewer Vacuum and Jet cleaning trucks to clean and perform maintenance to the City's sanitary and storm sewer lines. Due to the extreme duty cycle and core functions of jetting and sucking out abrasives, the body, pumps, blowers, hopper and hydraulics wear out quicker and have a shorter lifespan than other pieces of equipment resulting in higher-than-normal maintenance costs, longer downtime and a lower resale value. Truck 93, a 2019 Vactor 2100 PD jet/vac truck has reached the end of its service life and the replacement has been approved in the 2026 budget.

## RECOMMENDATION

To approve purchase a 2026 Western Star 47X Combination Sewer Vacuum and Jet sewer cleaning truck chassis off Sourcewell contract# 032824-DAI from Quality Truck Care Center for the cost of **$154,870.50** which includes delivery, warranty, and driver training.

## FISCAL IMPACT

$154,870.50

## ATTACHMENTS

1. Vactor Chassis Req
2. Intent To Purchase For Quality Truck Care Center
3. Final Invoice-includes title fees

**City of Green Bay**
**DPW - Operations**

# Requestion Request

**To:** Beth Nadolski Spears
Public Works Supervisor

**From:** Nathan Wachtendonk
Fleet Manager

**Date:** December 1, 2025

**Re: Combination Sewer Vacuum and Jet Cleaning Truck Chassis**

---

**Item:** Combination Sewer Vacuum and Jet Cleaning Truck Chassis
**Cost:** $154,870.50
**Vendor:** Quality Truck Care Center
**Account#** 428520-55140
**Delivery:** East Shop

**Background:**

The Department of Public Works utilizes Combination Sewer Vacuum and Jet cleaning trucks to clean and perform maintenance to the City's sanitary and storm sewer lines. Due to the extreme duty cycle and core functions of jetting and sucking out abrasives, the body, pumps, blowers, hopper and hydraulics wear out quicker and have a shorter lifespan than other pieces of equipment resulting in higher-than-normal maintenance costs, longer downtime and a lower resale value. Truck 93, a 2019 Vactor 2100 PD jet/vac truck has reached the end of its service life and the replacement has been approved in the 2026 budget.

**Recommendation:**

To purchase a 2026 Westen Star 47X Combination Sewer Vacuum and Jet sewer cleaning truck chassis off Sourcewell contract# 032824-DAI from Quality Truck Care Center for the cost of **$154,870.50** which includes delivery, warranty, and driver training.

**Troy Van Handel** – *Buyer*
City of Green Bay – Purchasing Dept
100 N Jefferson St
Green Bay, WI 54301

**3/10/2025**

**Robert Balda** – Sales
Quality Truck Care Center
2125 French Road
De Pere, WI 54115

RE: **Intent To Purchase**

Dear Robert Balda:

The City of Green Bay intends to purchase one (1) Western Star 47X Chassis for the Department of Public Works utilizing the current Sourcewell Contract #032824-DAI and pricing submitted by Quality Truck Care Center. Individual quote(s) and specification sheets for this purchase are attached. The total purchase price is **$154,701.00** (*see next page for item details*).

This Intent To Purchase is subject to the execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City of Green Bay ("City") and Quality Truck Care Center.

Thank you for your continued interest in doing business with the City of Green Bay. If you have any questions, or require additional information, please feel free to contact me at (920) 448-3049 or Troy.VanHandel@greenbaywi.gov.

Sincerely,

Troy Van Handel

Troy Van Handel

**Prepared for:**
Nathan Wachtendonk
GREEN BAY PUBLIC WORKS DEPT
519 S ONEIDA ST
GREEN BAY, WI 54303
Phone: (920) 492-3751

**Prepared by:**
Robert Balda
QUALITY TRUCK CARE CENTER
2125 FRENCH ROAD
DE PERE, WI 54115
Phone: 920-347-2213

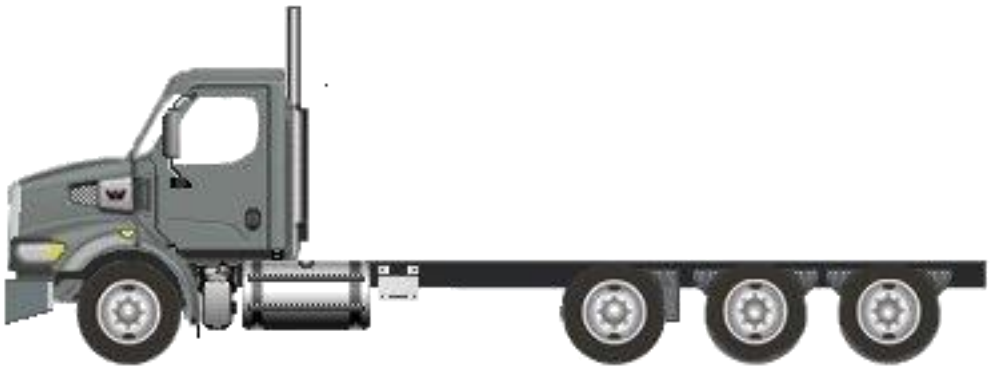
*A proposal for*
***GREEN BAY PUBLIC WORKS DEPT***

*Prepared by*
***QUALITY TRUCK CARE CENTER***
*Robert Balda*

Sourcewell Contract # 032824-DAI
Sourcewell Member # 25917

*Jan 17, 2025*

# Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

**Prepared for:**
Nathan Wachtendonk
GREEN BAY PUBLIC WORKS DEPT
519 S ONEIDA ST
GREEN BAY, WI 54303
Phone: (920) 492-3751

**Prepared by:**
Robert Balda
QUALITY TRUCK CARE CENTER
2125 FRENCH ROAD
DE PERE, WI 54115
Phone: 920-347-2213

# Q U O T A T I O N

## WESTERN STAR 47X

SET BACK AXLE - TRUCK
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP
AIRLINER 46,000# REAR SUSPENSION
MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
20,000# TAPERLEAF FRONT SUSPENSION
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
7025MM (277 INCH) WHEELBASE
15.0MM X 89.0MM X 315.0MM STEEL FRAME (0.59X3.5X12.4 INCH) 120 KSI
1650MM (65 INCH) REAR FRAME OVERHANG
HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE

| | | | PER UNIT | | TOTAL |
|---|---|---|---|---|---|
| VEHICLE PRICE | **TOTAL # OF UNITS (1)** | $ | 151,586 | $ | 151,586 |
| EXTENDED WARRANTY | | $ | 3,115 | $ | 3,115 |
| DEALER INSTALLED OPTIONS | | $ | 0 | $ | 0 |
| **CUSTOMER PRICE BEFORE TAX** | | **$** | ***154,701*** | **$** | ***154,701*** |
| **TAXES AND FEES** | | | | | |
| TAXES AND FEES | | $ | 0 | $ | 0 |
| OTHER CHARGES | | $ | 0 | $ | 0 |
| **TRADE-IN** | | | | | |
| ***TRADE-IN ALLOWANCE*** | | $ | (0) | $ | (0) |
| **BALANCE DUE** | **(LOCAL CURRENCY)** | **$** | **154,701** | **$** | **154,701** |

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

**Prepared for:**
Nathan Wachtendonk
GREEN BAY PUBLIC WORKS DEPT
519 S ONEIDA ST
GREEN BAY, WI 54303
Phone: (920) 492-3751

**Prepared by:**
Robert Balda
QUALITY TRUCK CARE CENTER
2125 FRENCH ROAD
DE PERE, WI 54115
Phone: 920-347-2213

# Q U O T A T I O N  D E T A I L S

| EXTENDED WARRANTY | | | | |
|---|---|---|---|---|
| TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $750 CAP FEX APPLIES | $ | 460 | $ | 460 |
| CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES | $ | 1,800 | $ | 1,800 |
| CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES | $ | 855 | $ | 855 |

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

**Prepared for:**
Nathan Wachtendonk
GREEN BAY PUBLIC WORKS DEPT
519 S ONEIDA ST
GREEN BAY, WI 54303
Phone: (920) 492-3751

**Prepared by:**
Robert Balda
QUALITY TRUCK CARE CENTER
2125 FRENCH ROAD
DE PERE, WI 54115
Phone: 920-347-2213

# S P E C I F I C A T I O N  P R O P O S A L

| Data Code | Description |
|---|---|
| **Price Level** | |
| PRL-29X | WST 47X/49X PRL-29X (EFF:MY26 ORDERS) |
| **Data Version** | |
| DRL-024 | SPECPRO21 DATA RELEASE VER 024 |
| **Vehicle Configuration** | |
| 001-470 | WESTERN STAR 47X |
| 004-226 | 2026 MODEL YEAR SPECIFIED |
| 002-004 | SET BACK AXLE - TRUCK |
| 019-004 | STRAIGHT TRUCK PROVISION, NON-TOWING |
| 003-001 | LH PRIMARY STEERING LOCATION |
| **General Service** | |
| AA1-002 | TRUCK CONFIGURATION |
| AA6-002 | DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES) |
| 99D-027 | EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR) |
| A85-010 | UTILITY/REPAIR/MAINTENANCE SERVICE |
| A84-1UT | UTILITY BUSINESS SEGMENT |
| AA4-002 | LIQUID BULK COMMODITY |
| AA5-002 | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS |
| AB1-008 | MAXIMUM 8% EXPECTED GRADE |
| AB5-001 | SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE |
| 995-1A5 | WESTERN STAR VOCATIONAL WARRANTY |
| A66-99D | EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs |
| A68-99D | EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs |
| A67-99D | EXPECTED PUSHER AXLE(S) LOAD : 13000.0 lbs |

**Prepared for:**
Nathan Wachtendonk
GREEN BAY PUBLIC WORKS DEPT
519 S ONEIDA ST
GREEN BAY, WI 54303
Phone: (920) 492-3751

**Prepared by:**
Robert Balda
QUALITY TRUCK CARE CENTER
2125 FRENCH ROAD
DE PERE, WI 54115
Phone: 920-347-2213

| Data Code | Description |
|---|---|
| A63-99D | EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 79000.0 lbs |
| **Truck Service** | |
| AA3-034 | SEWER/INDUSTRIAL VACUUM BODY |
| AF3-1DN | VACTOR |
| **Engine** | |
| 101-3BU | CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM |
| **Electronic Parameters** | |
| 79A-069 | 69 MPH ROAD SPEED LIMIT |
| 79B-000 | CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT |
| 79K-005 | PTO MODE ENGINE RPM LIMIT - 900 RPM |
| 79M-001 | PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED |
| 79P-002 | PTO RPM WITH CRUISE SET SWITCH - 700 RPM |
| 79Q-003 | PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM |
| 79S-001 | PTO MODE CANCEL VEHICLE SPEED - 5 MPH |
| 79U-007 | PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND |
| 79V-001 | FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY |
| 79W-001 | ONE REMOTE PTO SPEED |
| 79X-001 | PTO SPEED 1 SETTING - 700 RPM |
| 80G-002 | PTO MINIMUM RPM - 700 |
| 80J-002 | REGEN INHIBIT SPEED THRESHOLD - 5 MPH |
| 80L-004 | ENABLE DPF REGEN STAY WARM |
| 80S-014 | PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS |
| 80T-014 | PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS |
| 80V-001 | ENGINE MOUNT PTO, DASH SWTICH ENGAGES PTO MODE, STATIONARY OPERATION |
| **Engine Equipment** | |
| 99C-024 | EPA 2010/GHG 2024 CONFIGURATION |
| 13E-001 | STANDARD OIL PAN |
| 105-001 | ENGINE MOUNTED OIL CHECK AND FILL |

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| Data Code | Description |
|---|---|
| 014-116 | SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER |
| 124-1D7 | DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE |
| 292-236 | (3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES |
| 290-1CD | BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL |
| 282-003 | SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB |
| 291-017 | WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN |
| 289-020 | UNPOLISHED ALUMINUM WST BATTERY BOX COVER |
| 293-058 | NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT |
| 295-029 | POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER |
| 306-015 | PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS |
| 107-032 | CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE |
| 152-041 | ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM |
| 128-032 | C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH |
| 016-1C2 | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE |
| 28F-014 | ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER |
| 239-003 | 90 DEG STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB |
| 237-1CR | RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP |
| 23U-002 | 13 GALLON DIESEL EXHAUST FLUID TANK |
| 23Z-005 | UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER |
| 43X-001 | LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION |

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|---|---|
| 43Y-001 | STANDARD DIESEL EXHAUST FLUID TANK CAP |
| 242-001 | STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD |
| 273-059 | ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE |
| 276-002 | AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED |
| 122-1H3 | DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR |
| 110-003 | CUMMINS SPIN ON FUEL FILTER |
| 118-008 | COMBINATION FULL FLOW/BYPASS OIL FILTER |
| 266-107 | 1400 SQUARE INCH VOCATIONAL RADIATOR |
| 103-036 | ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT |
| 171-007 | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT |
| 261-001 | STANDARD CHARGE AIR COOLER PLUMBING |
| 270-016 | RADIATOR DRAIN VALVE |
| 173-014 | TRAILER HEATER PLUMBING FROM ENGINE TO BACK OF CAB WITH BALL SHUTOFF VALVES INSIDE RIGHT HAND RAIL |
| 168-002 | LOWER RADIATOR GUARD |
| 138-011 | PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER |
| 166-002 | PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER |
| 140-053 | BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR |
| 132-004 | ELECTRIC GRID AIR INTAKE WARMER |
| 155-055 | DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH |
| **Transmission** | |
| 342-582 | ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION |
| **Transmission Equipment** | |
| 343-323 | ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS |
| 84B-012 | ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES |

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| Data Code | Description |
|---|---|
| 84C-023 | PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY |
| 84D-023 | SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY |
| 84E-000 | PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE |
| 84F-000 | SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE |
| 84G-000 | PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE |
| 84H-000 | SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE |
| 84N-011 | NEUTRAL AT STOP ENABLED |
| 84M-001 | PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS |
| 85H-159 | MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS |
| 353-076 | QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS |
| 34C-011 | ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR |
| 362-2JV | (2) CUSTOMER INSTALLED CHELSEA 281 SERIES PTO'S |
| 363-011 | PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION |
| 341-018 | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN |
| 345-003 | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED |
| 370-006 | WATER TO OIL TRANSMISSION COOLER |
| 346-003 | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK |
| 377-800 | CUSTOMER FURNISHED AND INSTALLED SPLIT SHAFT PTO |
| 376-800 | CUSTOMER FURNISHED AND INSTALLED SPLIT SHAFT PTO CONTROLS |
| 35T-001 | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT) |

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|---|---|
| **Front Axle and Equipment** | |
| 400-1AC | MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE |
| 418-058 | CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS |
| 402-030 | MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |
| 403-002 | NON-ASBESTOS FRONT BRAKE LINING |
| 419-023 | CONMET CAST IRON FRONT BRAKE DRUMS |
| 427-001 | FRONT BRAKE DUST SHIELDS |
| 409-006 | FRONT OIL SEALS |
| 408-001 | VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL |
| 405-002 | MERITOR AUTOMATIC FRONT SLACK ADJUSTERS |
| 536-104 | DUAL POWER STEERING GEARS, BENDIX 16-20K |
| 534-003 | 4 QUART POWER STEERING RESERVOIR |
| 533-001 | OIL/AIR POWER STEERING COOLER |
| 40T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE |
| **Front Suspension** | |
| 620-025 | 20,000# TAPERLEAF FRONT SUSPENSION |
| 619-005 | MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION |
| 410-001 | FRONT SHOCK ABSORBERS |
| **Rear Axle and Equipment** | |
| 420-111 | MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP |
| 450-058 | CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS |
| 421-563 | 5.63 REAR AXLE RATIO |
| 424-001 | IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING |
| 385-005 | JACKSHAFT, TEMPORARY DRIVELINE FOR CUSTOMER FURNISHED EQUIPMENT, TEMPORARILY INSTALLED FOR SHIPPING TO CUSTOMER/TEM |
| 386-011 | SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES |
| 388-012 | SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES |

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| Data Code | Description |
|---|---|
| 452-005 | DRIVER CONTROLLED TRACTION DIFFERENTIAL - REAR MOST TANDEM/TRIDEM REAR AXLE |
| 878-021 | (1) INTERAXLE LOCK VALVE AND (1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR-REAR AXLE VALVE |
| 87A-015 | INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH ENGAGE <30MPH;DISENGAGE>50MPH |
| 87B-009 | INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH |
| 423-019 | MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |
| 433-002 | NON-ASBESTOS REAR BRAKE LINING |
| 434-005 | BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS |
| 451-023 | CONMET CAST IRON REAR BRAKE DRUMS |
| 425-002 | REAR BRAKE DUST SHIELDS |
| 440-006 | REAR OIL SEALS |
| 426-101 | WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS |
| 428-002 | MERITOR AUTOMATIC REAR SLACK ADJUSTERS |
| 41T-002 | CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE |
| 42T-001 | STANDARD REAR AXLE BREATHER(S) |
| **Rear Suspension** | |
| 622-199 | AIRLINER 46,000# REAR SUSPENSION |
| 621-108 | 9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT) |
| 431-004 | WELDED AXLE SEATS SUPPLIED ON REAR AXLE |
| 624-016 | 51 INCH AXLE SPACING |
| 888-078 | IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE |
| 87D-012 | REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT |
| 910-004 | DUAL AIR REAR SUSPENSION LEVELING VALVES |
| 623-002 | TRANSVERSE CONTROL RODS |
| 439-005 | REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION) |

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| Data Code | Description |
|---|---|
| **Pusher / Tag Equipment** | |
| 035-128 | HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION, FF1 AXLE |
| 443-126 | HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE |
| 449-060 | CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS |
| 874-015 | (1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE |
| 87F-005 | LIFT AXLE WIRING, LIFT IN REVERSE, WITH LAST STATE RETENTION WITH IGNITION OFF |
| 896-014 | (1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE |
| 456-1AE | HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |
| 457-002 | NON-ASBESTOS PUSHER/TAG BRAKE LINING |
| 448-023 | CONMET CAST IRON PUSHER/TAG BRAKE DRUMS |
| 429-001 | PUSHER/TAG BRAKE DUST SHIELDS |
| 442-016 | PUSHER/TAG OIL SEALS |
| 444-001 | VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL |
| 445-075 | HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS |
| 458-003 | HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS |
| 626-131 | HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION |
| 627-002 | 54 INCH AXLE SPACING PUSHER/TAG |
| **Brake System** | |
| 490-1AV | WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH |
| 871-001 | REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES |
| 432-014 | (2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG |
| 480-040 | WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE |
| 483-004 | WABCO OIL COALESCING FILTER FOR AIR DRYER |
| 479-012 | AIR DRYER MOUNTED UNDER HOOD |
| 460-001 | STEEL AIR BRAKE RESERVOIRS |

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| Data Code | Description |
|---|---|
| 477-004 | PULL CABLES ON ALL AIR RESERVOIR(S) |
| **Trailer Connections** | |
| 919-063 | (1) QUICKFIT PROGRAMMABLE SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB |
| 310-998 | NO TRAILER ELECTRICAL CABLE |
| **Wheelbase & Frame** | |
| 545-702 | 7025MM (277 INCH) WHEELBASE |
| 546-107 | 15.0MM X 89.0MM X 315.0MM STEEL FRAME (0.59X3.5X12.4 INCH) 120 KSI |
| 552-032 | 1650MM (65 INCH) REAR FRAME OVERHANG |
| 55W-006 | FRAME OVERHANG RANGE: 61 INCH TO 70 INCH |
| 549-033 | 8 INCH INTEGRAL FRONT FRAME EXTENSION |
| AC8-99D | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 211.42 in |
| AE4-99D | CALC'D FRAME LENGTH - OVERALL : 394.51 in |
| ZF1-99D | FRAME HEIGHT TOP FRONT UNLADEN : 45.23 in |
| ZF2-99D | FRAME HEIGHT TOP FRONT LADEN : 41.86 in |
| ZF3-99D | FRAME HEIGHT TOP REAR UNLADEN : 41.99 in |
| ZF4-99D | FRAME HEIGHT TOP REAR LADEN : 40.52 in |
| 553-001 | SQUARE END OF FRAME |
| 559-004 | HEAVY DUTY DUCTILE IRON ENGINE CROSSMEMBER |
| 561-001 | STANDARD CROSSMEMBER BACK OF TRANSMISSION |
| 562-001 | STANDARD MIDSHIP #1 CROSSMEMBER(S) |
| 572-001 | STANDARD REARMOST CROSSMEMBER |
| 565-001 | STANDARD SUSPENSION CROSSMEMBER |
| 568-012 | CAST ALUMINUM REAR SUSPENSION CROSSMEMBER |
| **Chassis Equipment** | |
| 025-001 | UNPOLISHED ALUMINUM WST EQUIPMENT COVERS |
| 6CF-207 | CHASSIS LAYOUT FOR VACTOR |
| | CHASSIS LAYOUT FOR VACTOR, 2100 COMBO UNIT VACUUM BODY, CUMMINS L9, WESTERN STAR 47X, SET BACK FRONT AXLE, 8X4, 277 INCH WHEELBASE (211.4 INCH CA) |
| 556-805 | PREP ONLY FOR BUMPER WITH FRONT FRAME EXTENSION NOTCH |
| 558-998 | NO FRONT TOW HOOKS |
| 574-998 | NO LICENSE PLATE MOUNTING |

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| Data Code | Description |
|---|---|
| 551-034 | CLASS 10.9 THREADED METRIC FASTENERS |
| 44Z-002 | EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE |
| 605-1AB | D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB |
| 924-007 | UPFIT ROUTING AND CLIPPING BRACKET, LH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS |
| 928-007 | UPFIT ROUTING AND CLIPPING BRACKET, RH, BOC TO SUSPENSION, UPPER & LOWER SUPPORTS |
| 606-3CW | DRILLING PREP, WST, VACTOR, DRAWING 504400RF, REV 0, 02/09/2024 |
| | DRILLING PREP, WST, VACTOR, DRAWING 504400RF, REV 0, 02/09/2024 |
| **Fuel Tanks** | |
| 204-155 | 90 GALLON/340 LITER ALUMINUM FUEL TANK - LH |
| 218-006 | 25 INCH DIAMETER FUEL TANK(S) |
| 215-005 | PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS |
| 212-007 | FUEL TANK(S) FORWARD |
| 664-001 | PLAIN STEP FINISH |
| 205-001 | FUEL TANK CAP(S) |
| 216-020 | EQUIFLO INBOARD FUEL SYSTEM |
| 20E-004 | AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK |
| 202-016 | HIGH TEMPERATURE REINFORCED NYLON FUEL LINE |
| 221-009 | FUEL COOLER MOUNTED RIGHT HAND IN RAIL |
| **Tires** | |
| 093-0TB | MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES |
| 094-2DE | MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL REAR TIRES |
| 095-1XM | MICHELIN X MULTI Z 275/70R22.5 18 PLY RADIAL PUSHER/TAG TIRES |
| **Wheels** | |
| 502-1H5 | ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS |

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| Data Code | Description |
|---|---|
| 505-428 | ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS |
| 509-428 | ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC PUSHER/TAG WHEELS |
| 524-022 | POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH |
| 496-011 | FRONT WHEEL MOUNTING NUTS |
| 497-011 | REAR WHEEL MOUNTING NUTS |
| 495-011 | PUSHER/TAG WHEEL MTG NUTS |
| 498-011 | NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES |
| **Cab Exterior** | |
| 829-053 | 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB |
| 82A-028 | STAINLESS STEEL CAB ACCENT MOLDING |
| 667-001 | FRONT FENDERS |
| 754-017 | BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS |
| 678-066 | INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES |
| 65X-010 | BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS |
| 640-016 | X-SERIES STEEL REINFORCED ALUMINUM CAB |
| 644-048 | X-SERIES VOCATIONAL HOOD |
| 67U-001 | HOOD OPENING ASSIST WITH LOCKING STRUT |
| 652-016 | WESTERN STAR NAMEPLATES |
| 727-096 | DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB |
| 726-001 | SINGLE ELECTRIC HORN |
| 575-001 | REAR LICENSE PLATE MOUNT END OF FRAME |
| 312-095 | DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM |
| 302-072 | ROOF MOUNTED LED MARKER LIGHTS |
| 311-019 | HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS |
| 294-1AU | INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL |
| 300-043 | LED SIDE TURN SIGNAL |

| Data Code | Description |
|---|---|
| 744-106 | C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR |
| 796-001 | 102 INCH EQUIPMENT WIDTH |
| 743-209 | LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS |
| 74A-001 | RH DOWN VIEW MIRROR |
| 729-001 | STANDARD SIDE/REAR REFLECTORS |
| 677-098 | UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER |
| 275-061 | PARK BRAKE REMINDER WARNING SYSTEM |
| 776-998 | NO SLEEPER VENT |
| 768-064 | SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH |
| 663-019 | 1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD |
| 659-006 | 8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR |
| **Cab Interior** | |
| 055-015 | X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE |
| 707-1C3 | CHARCOAL BLACK VINYL BASE LEVEL INTERIOR |
| 70K-016 | CARBON WITH BASE BLACK ACCENT |
| 772-035 | BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION |
| 785-032 | (1) DASH MOUNTED POWER OUTLETS AND (1) DUAL USB CHARGING OUTPUT |
| 691-001 | FORWARD ROOF MOUNTED CONSOLE |
| 693-019 | LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS |
| 741-015 | (2) COAT HOOKS ON BACKWALL OF CAB |
| 745-998 | NO UPPER BUNK |
| 738-021 | DIGITAL ALARM CLOCK IN DRIVER DISPLAY |
| 742-028 | THERMOS HOLDER INBOARD OF DRIVER SEAT |
| 170-045 | STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY |
| 698-001 | RADIATOR MOUNTED AIR CONDITIONER CONDENSER |
| 739-034 | PREMIUM INSULATION |
| 324-1B3 | STANDARD LED CAB LIGHTING |

**Prepared for:**
Nathan Wachtendonk
GREEN BAY PUBLIC WORKS DEPT
519 S ONEIDA ST
GREEN BAY, WI 54303
Phone: (920) 492-3751

**Prepared by:**
Robert Balda
QUALITY TRUCK CARE CENTER
2125 FRENCH ROAD
DE PERE, WI 54115
Phone: 920-347-2213

| Data Code | Description |
|---|---|
| 787-004 | REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS |
| 657-001 | DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME |
| 78G-004 | KEY QUANTITY OF 4 |
| 655-028 | LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION |
| 64C-003 | BLACK DOOR HANDLES |
| 740-998 | NO MATTRESS |
| 756-1J5 | BASIC 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT |
| 760-1J5 | BASIC 2.0 HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT |
| 757-002 | BLACK SUSPENSION COVER FOR DRIVER AND PASSENGER SEATS |
| 759-007 | DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS |
| 758-014 | BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER |
| 761-014 | BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER |
| 763-1AB | 3 POINT HIGH VISIBILITY ORANGE ADJUSTABE D-RING RETRACTOR DRIVER AND FIXED D-RNG RETRACTOR PASSENGER SEAT BELTS |
| 532-002 | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN |
| 540-044 | 4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES |
| 765-002 | DRIVER AND PASSENGER INTERIOR SUN VISORS |

## Instruments & Controls

| | |
|---|---|
| 185-004 | STANDARD FOOT PEDAL SYSTEM |
| 106-002 | ELECTRONIC ACCELERATOR CONTROL |
| 87L-001 | ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK |
| 870-001 | BLACK GAUGE BEZELS |
| 734-018 | STANDARD CENTER INSTRUMENT PANEL |
| 840-001 | DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE |
| 198-003 | DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS |

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| Data Code | Description |
|---|---|
| 721-001 | 97 DB BACKUP ALARM |
| 149-015 | ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES |
| 156-007 | KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY |
| 157-007 | MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE |
| 811-044 | PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY |
| 81B-003 | DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY |
| 160-045 | HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH |
| 844-001 | 2 INCH ELECTRIC FUEL GAUGE |
| 148-073 | ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE |
| 856-001 | ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE |
| 854-998 | NO ENGINE OIL TEMPERATURE GAUGE |
| 852-002 | ELECTRIC ENGINE OIL PRESSURE GAUGE |
| 864-001 | 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE |
| 867-004 | ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER |
| 830-017 | ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY |
| 372-123 | PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE |
| 736-998 | NO OBSTACLE DETECTION SYSTEM |
| 72J-998 | NO DR ASSIST SYSTEM |
| 49B-004 | ELECTRONIC STABILITY CONTROL |
| 73B-998 | NO LANE DEPARTURE WARNING SYSTEM |
| 35M-010 | 1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC) |
| 6TS-009 | (2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL (1) CENTER OF BACKWALL/PASSENGER SIDE BAGGAGE COMPARTMENT |
| 1U1-002 | TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE |

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**Prepared by:**
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DE PERE, WI 54115
Phone: 920-347-2213

| Data Code | Description |
|---|---|
| 746-143 | 7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE |
| 747-001 | DASH MOUNTED RADIO |
| 750-041 | STANDARD SPEAKER SYSTEM |
| 753-998 | NO AM/FM RADIO ANTENNA |
| 748-006 | POWER AND GROUND WIRING PROVISION OVERHEAD |
| 749-001 | ROOF/OVERHEAD CONSOLE CB RADIO PROVISION |
| 751-001 | SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO |
| 752-002 | CB ANTENNA BRACKET AND LEAD LH MIRROR MOUNTED, NO ANTENNA |
| 75W-001 | HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS |
| 78C-003 | INTEROPERABLE SDAR ANTENNA |
| 810-027 | ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER |
| 812-032 | ELECTRONIC 2500 RPM TACHOMETER |
| 813-1C8 | DETROIT CONNECT PLATFORM HARDWARE |
| 8D1-315 | 5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES |
| 162-002 | IGNITION SWITCH CONTROLLED ENGINE STOP |
| 81Y-005 | PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY |
| 842-006 | DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY |
| 836-015 | DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY |
| 304-030 | ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS |
| 882-009 | ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR |
| 299-020 | SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT |
| 4E1-013 | PROGRAMMABLE SWITCHES/INDICATORS LOCATED IN AUXILIARY PANEL |

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Phone: 920-347-2213

| Data Code | Description |
|---|---|
| 48H-004 | QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS |
| 4CG-008 | 8 EXTRA PROGRAMMABLE SWITCHES/INDICATORS |
| | $A1A0000ZZ,A1B0000ZZ,A1C0000ZZ,A1D0000ZZ,A1E0000ZZ,A1F0000ZZ,A1G0000ZZ,A1H0000ZZ |
| 48C-004 | QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS |
| **Design** | |
| 065-000 | PAINT: ONE SOLID COLOR |
| **Color** | |
| 980-5I3 | CAB COLOR A: L0183EY BRIGHT SILVER MET ELITE EY |
| 986-020 | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT |
| 966-974 | POWDER GRAY (N0020EA) REAR WHEELS/RIMS (PKGRY21, G, PG1) |
| 96E-974 | POWDER GRAY (N0020EA) PUSHER/TAG WHEELS/RIMS (PKGRY21, G, PG1) |
| **Certification / Compliance** | |
| 996-001 | U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS |
| **Secondary Factory Options** | |
| 999-047 | JACKSHAFT ASSEMBLIES ARE FOR TEMPORARY USE AND SHOULD ONLY BE USED FOR SHIPPING TO THE CUSTOMER/BODY BUILDER |

## Extended Warranty

| | |
|---|---|
| WAI-47H | CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES |
| WAX-101 | CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES |
| WAG-075 | TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $750 CAP FEX APPLIES |

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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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# D I M E N S I O N S

## VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model ..... 47X
Wheelbase (545) ..... 7025MM (277 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 1650MM (65 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) ..... 0
- Maximum Rearward Position (in) ..... 0
- Amount of Slide Travel (in) ..... 0
- Slide Increment (in) ..... 0
- Desired Slide Position (in) ..... 0.0

Cab Size (829) ..... 111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

## TABLE SUMMARY - DIMENSIONS

**Prepared for:**
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Phone: (920) 492-3751

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| Dimensions | Inches |
|---|---|
| Bumper to Back of Cab (BBC) | 65.2 |
| Bumper to Centerline of Front Axle (BA) | 0.0 |
| Front Axle to Back of Cab (AC) | 65.2 |
| Min. Cab to Body Clearance (CB) | 3.0 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 211.4 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 208.4 |
| Back of Cab Protrusions (Exhaust/Intake) (CP) | 2.0 |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP) | 0.0 |
| Back of Cab Protrusions (CNG Tank) | 0.0 |
| Back of Cab Clearance (CL) | 3.0 |
| Back of Cab to End of Frame | 276.4 |
| Cab Height (CH) | 76.4 |
| Wheelbase (WB) | 276.6 |
| Frame Overhang (OH) | 65.0 |
| Overall Frame Length | 394.5 |
| Overall Length (OAL) | 341.6 |
| Rear Axle Spacing | 51.0 |
| Pusher/Tag Axle Spacing | 54.0 |
| Unladen Frame Height at Centerline of Rear Axle | 42.0 |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

# QUALITY TRUCK CARE CENTER

Fond Du Lac • W6753 Commerce Court • Fond Du Lac, WI 54937 • 920-921-8886
Oshkosh • 5725 Green Valley Road • Oshkosh, WI 54904 • 920-231-2122
Appleton • 2150 Nordale Drive • Appleton, WI 54914 • 920-735-0442
Depere • 2125 French Road • Depere, WI 54115 • 920-347-2213

www.qualitytruckcarecenter.com

WESTERN STAR · AUTOCAR · XCMG · JET CO. HUMBOLDT, IOWA

**Sold by**
Bobby Balda
P 920-347-2213
C 920-420-5453
F 920-347-2212
E balda@qualitytruck.net

**Invoice #** NT-3051
Date 11/5/2025
PO #

# INVOICE

## Purchaser

**City of Green Bay**
Nathan Wachtendonk
100 N. Jefferson St
Green Bay, WI 54301
920-448-3049

| Unit Information | | Trade Information | |
|---|---|---|---|
| **Stock #** | 14115WH | **Stock #** | |
| **Unit** | 2026 Western Star 47X | **Unit** | |
| **VIN** | 5KKMBPFE9TLWF4290 | **VIN** | |

## Retail Information

| | | |
|---|---|---|
| **Sale Price** | | $154,701.00 |
| Add-ons (taxable) | | $0.00 |
| Add-ons (non-taxable) | | $0.00 |
| Extended Warranty | | $0.00 |
| Shipping | | $0.00 |
| Gross Trade Allowance | | $0.00 |
| Trade Balance Owed | Lien Holder: | $0.00 |
| **Net Trade Allowance** | | **$0.00** |
| **Taxable Sub-Total** | | **$154,701.00** |
| Sales Tax | Exemption: | $0.00 |
| County Tax | | $0.00 |
| Federal Excise Tax | | $0.00 |
| Title Fee | | $164.50 |
| Lien Fee | | $0.00 |
| Plate Registration | | $5.00 |
| Down Payment | | $0.00 |
| | **Balance Due** | **$154,870.50** |

**TERMS OF SALE**
BY ACCEPTANCE OF THIS INVOICE, PURCHASER AGREES TO THE FOLLOWING

**DISCLAIMER OF WARRANTIES/RISK OF LOSS.** THE UNIT(S) DESCRIBED IN THIS INVOICE ("UNIT(S)") ARE SOLD TO PURCHASER "AS IS AND WHERE IS". QUALITY TRUCK CARE CENTER ("QTC C") HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY EXPRESSED WARRANTY MADE BY ANY REPRESENTATIVE OF QTCC. PURCHASER ASSUMES ALL RISK RELATED TO THE CONDITION OF THE UNIT(S) AND AGREES THAT QTCC SHALL HAVE NO LIABILITY FOR ANY DEFECTS OR REPAIRS TO THE UNIT(S). PURCHASER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THE UNIT(S) UPON THE DELIVERY OF THE UNIT(S) TO PURCHASER OR THE PERSON OR ENTITY DESIGNATED BY PURCHASER AT THE FACILITY OF QTCC.

**LIMITATION OF DAMAGES.** UNDER NO CIRCUMSTANCES SHALL QTCC BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF GOODWILL OR OTHER SPECIAL,

**Print Name:** _____ Date: 11/05/2025

**Signature:** _____

Make all checks payable to ' Quality Truck Care Center, Inc. '

**Thank You for your business!**

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # O.4

To approve the request by Department of Public Works to purchase a Henderson Ultimate Salt Brine Making Machine Controls unit in the amount of $75,872.00.

## BACKGROUND

The Department of Public Works utilizes a Salt Brine Making Machine for producing salt brine that is applied to City streets ahead of winter storms to aid in preventing snow/ice from bonding to the roadway along with pre-wetting road salt as it drops from the truck mounted truck spreader to jump start the melting process. The current machine was purchased and installed in 2011, recently, the controls have been experiencing failures of internal circuit boards and electrical components. Several years ago, the manufacturer updated the controls system, therefore the current machines' controls are outdated, and parts are no longer readily available. Therefore, the replacement of the controls has been approved in the 2026 budget.

## RECOMMENDATION

To purchase Henderson Ultimate Controls from Casper's Truck Equipment for $75,872 off the Sourcewell contract# 031423-HPI which includes removal of existing controls, delivery, installation, warranty, and operator training.

## FISCAL IMPACT

$75,872

## ATTACHMENTS

1. Brine Machine Control Req
2. Brine Machine Control Quote

**City of Green Bay**
**DPW - Operations**

# Requestion Request

**To:** Beth Nadolski Spears
Public Works Supervisor

**From:** Nathan Wachtendonk
Fleet Manager

**Date:** December 1, 2025

**Re:** **Salt Brine Making Machine Controls**

---

**Item:** Salt Brine Making Machine Controls
**Cost:** $75,872
**Vendor:** Casper's Truck Equipment
**Account#** 427503-55140
**Delivery:** West Shop

**Background:**

The Department of Public Works utilizes a Salt Brine Making Machine for producing salt brine that is applied to City streets ahead of winter storms to aid in preventing snow/ice from bonding to the roadway along with pre-wetting road salt as it drops from the truck mounted truck spreader to jump start the melting process. The current machine was purchased and installed in 2011, recently, the controls have been experiencing failures of internal circuit boards and electrical components. Several years ago, the manufacturer updated the controls system, therefore the current machines' controls are outdated, and parts are no longer readily available. Therefore, the replacement of the controls has been approved in the 2026 budget.

**Recommendation:**

To purchase Henderson Ultimate Controls from Casper's Truck Equipment for $75,872 off the Sourcewell contract# 031423-HPI which includes removal of existing controls, delivery, installation, warranty, and operator training.

**Appleton**
700 Randolph Dr
Appleton, WI 54913
Phone: 920-687-1111

**Milwaukee**
12655 Silver Spring Rd
Butler, WI 53007
Phone: 920-687-1111

| | | | |
|---|---|---|---|
| **Account:** | Green Bay, City of | **Quote #:** | 200926990013-1 |
| **Name:** | Josh Brassfield | **Quote Date:** | 11/26/2025 |
| **Address:** | Operations Division | **Valid Date:** | 12/26/2025 |
| | Green Bay WI 54303 | **Terms:** | Net 30 |
| **Phone:** | 920-492-3734 | **Sales Rep:** | Tim Rupiper |
| **Email:** | josh.brassfield@greenbaywi.org | **Quoted By:** | Scott Kirkendall |

**SO#:**
**Est Chassis Date:** N/A
**Est Equip Date:** 120 Days ARO

| Year: | | Make: | | Model: | | Color: | | VIN: | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| SRW/DRW: | | Cab-Axle: | | Wheelbase: | | Engine: | | Truck #: | | Cab Type: | |

1 Casper's Sourcewell Ultimate Controls Replacement:
A Sourcewell Controls Replacement
Control Type: Henderson Ultimate Controls
Salinity Control Mounting: Remote Controls
Salinity Control Pump Flow Rate: 200 GPM
Control Voltage: 208/220 Volt, 3 Phase
Hopper Voltage: Infinity Controls 230V/1 Phase
Cellular Gateway: 1 Year Free Access Included
Henderson Sourcewell Number: 031423-HPI

Sourcewell Total: $ 72,999.00

2 Casper's Non-Contract Items:
A Casper's Removal of Existing Controls
B Casper's Professional Installation of New Controls
C Casper's Programming and Data Recovery

Sub-Total: $ 2,873.00

Total: $ 75,872.00

This quote does not include any applicable Sales Tax, Tariffs, or Federal Excise Tax
Unless previously arranged, quotes exceeding $5,000.00 require 25% deposit payment
Credit card payments are subject to a 3% fee, please submit payment via ACH or check
By signing below, I agree that I have read, understood, and will comply with the terms of this quote.

Quote Accepted By: _____ Title: _____ Date: _____ PO#: _____

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # O.5

To approve the request by Department of Public Works to purchase annual roadway maintenance consumables from contracted vendors for the 2026 budget year and for 2027 through 2030, with expenditure not to exceed annual approved budget amounts for each commodity.

## BACKGROUND

Department of Public Works Operations Division budgets for and purchases large-volume consumable items each year. Funding for large volume commodities is included and approved in each year's budget issue. The reason for this blanket pre-authorization is to reduce the time necessary to request and receive purchase approval. Many items are available for purchase through existing or negotiated contracts. Other items have pre-established pricing form local vendors. In 2020, Department of Public Works requested and approved a five-year approval window (through 2025) for these large ticket commodities. This request is the same as 2020 to 2025 request with the exception of the requested approval period into the next five (5) years….2026 to 2030. Department of Public Works consulted with Finance/Purchasing Department on the history, process, and protocol for assembling this request.

## RECOMMENDATION

Approval to authorize DPW to purchase annual roadway maintenance consumables from contracted vendors for the 2026 – 2030 budget years within the budgeted amounts for each commodity.

## FISCAL IMPACT

## ATTACHMENTS

1. WisDOT - PPG Ennis Amendment 39500-M24-0510541-000-01 SIGNED
2. 395002-M25-0510613-000-01 SIGNED
3. Crafco Contract 050625
4. WI DOT Consumables 2026
5. Consumable Commodity Table

Docusign Envelope ID: 0CED31C5-748E-4A5F-97FC-5A0AE052515D

**Division of Business Management**
Bureau of Financial Management– Purchasing Unit
4822 Madison Yards Way 8th floor South
PO BOX 7396

**Tony Evers, Governor**
**Kristina Boardman, Secretary**
Internet: www.dot.wisconsin.gov

October 16, 2024

PPG Ennis-Flint, Inc.
4161 Piedmont Parkway, Suite 370
Greenboro, NC 27410

RE: WisDOT Contract 39500-M24-0510541-000-01 Pavement Marking Waterborne Paint

On December 11, 2023, a contract award was made to your company for a one-year initial term, to provide the State of Wisconsin, Department of Transportation (WisDOT), with Acrylic Waterborne Highway Paint. As a part of this contract, there are four (4) additional one-year optional renewals. Performance on this contract has been satisfactory, WisDOT would like to exercise the **first** renewal option to continue this contract with PPG Ennis-Flint, Inc. through December 15, 2025. WisDOT has also included the following provisions to be added as part of the contract renewal and Amendment 1:

1.) Price increase as listed in Appendix 1 of this documents, to be in effect as of November 15, 2024.
2.) Float solution is now added as standard to the top of every paint tote and drum. Float solution as additional and separate product has been added to the standard price sheet as a part of Appendix 1.
3.) Delivery lead-time to be updated from 7 working days after confirmed receipt of purchase order to 10 working days after confirmed receipt of purchase order.
4.) Attestation with compliance to "Buy America Requirements" as follows:
    a. PPG Ennis-Flint, Inc. (Contractor) has reviewed WisDOT's Buy America Provision in CMM 228.5 (https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf)
    b. For all WisDOT purchase orders, Contractor agrees to provide documentation consistent with the documentation/certification requirements indicated in CMM 228.5 to ensure compliance with Buy America requirements for steel products, manufactured products, and construction materials.
    c. Contractor agrees to assume all costs associated with removal and return of Contractor-supplied products and materials determined by WisDOT that do not comply with Buy America requirements, including but not limited to manufacturer's own production costs as well as costs for shipping, storage, and/or disposal of noncompliant products and materials.

If it is acceptable, please sign below, to confirm understanding that the contract will be extended with the terms and conditions remaining the same, with the exception of any agreed upon additions or modifications, as included in this amendment. Award of this contract was based on competitive pricing.

☐ Yes, our Company will extend the contract, is in agreement and can comply with all provisions as listed in this Contract amendment.

☐ No, our Company will not renew this contract.

Signed by:
Dan Alsbrook
7379045899B6401...

| Authorized Signature | October 17, 2024 |
|---|---|
| | Date |
| Dane Alsabrook - PPG Ennis | 254-716-4119 |
| Printed Name & Title | Telephone Number |

Docusign Envelope ID: 0CED31C5-748E-4A5F-97FC-5A0AE052515D

**Appendix 1**

PPG Ennis-Flint, Inc.

WisDOT Contract 39500-M24-0510541-000-01 Pavement Marking Waterborne Paint

**Price Page – Effective November 15, 2024**

| Line | Product Code | | Description | Container | Original Bid Price | Price Increase | November 15, 2024 2025 Renewal Price |
|---|---|---|---|---|---|---|---|
| 1 | Fast Dry | 984931-PMD275 | WB FD WI WHT | Tote | $8.65 | $.225 | **$8.875** |
| 2 | Fast Dry | 984932-PMD275 | WB FD WI YEL | Tote | $8.51 | $.225 | **$8.735** |
| 3 | Fast Dry | 984931-55RL | WB FB WI WHT | Drum | $9.65 | $.225 | **$9.875** |
| 4 | Fast Dry | 984932-55RL | WB FD WI YEL | Drum | $9.51 | $.225 | **$9.735** |
| 5 | Fast Dry | 984931-5P | WB FD WI WHT | Pail | $10.65 | $.225 | **$10.875** |
| 6 | Fast Dry | 984932-5P | WB FD WI YEL | Pail | $10.51 | $.225 | **$10.735** |
| 7 | | Float Solution | Float Solution | Gallon | $1.50/gal. | - | **$1.50** |

NOTE: Float solution is added as standard to the top of every paint tote and drum.
If additional float solution is requested, it can be purchased separately per gallon. Float Solution must be ordered and delivered with a paint delivery to receive the pricing shown above.

Delivery lead-time for all product is 10 working days after confirmed receipt of purchase order, or upon mutual written agreement / conveyance between both parties.

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**CONTRACT:**
395002-M25-0510613-000-01

By and between:
The State of Wisconsin
Department of Transportation
And
Potters Industries, Inc.

Commodity or Service:
Reflective Glass Spheres/Beads for Roadway Application

Initial Contract Term:
May 01, 2025 – October 15, 2026

Renewal Term:
(3 total – One-year optional terms)

For further information regarding this Contract, contact:
Jeannie Silver at jeannie.silver@dot.wi.gov

| **State of Wisconsin**<br>**Department of Transportation** | | **Contractor** | |
|---|---|---|---|
| | | Contractor Name: | Potters Industries, LLC |
| Authorized Representative | | Authorized Representative | |
| Name: | Rebecca Burkel | Name: | Becky Tarkenton - Potters Industries |
| Title: | DTSD Administrator | Title: | Bid Administrator |
| Signature: | DocuSigned by: Rebecca Burkel 79B6497E9895446... | Signature: | Signed by: Becky Tarkenton – Potters Industries 497C64D0E3CD4CF... |
| Date: | April 30, 2025 | Date: | April 24, 2025 |

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## 1. PARTIES TO THE CONTRACT

This agreement, hereinafter referred to as the "Contract", shall be between the Wisconsin Department of Transportation, hereinafter referred to as "WisDOT", and, Potters Industries, Inc., hereinafter referred to as the "Contractor" and/or "Provider", for Reflective Glass Spheres/Beads for Roadway Application, according to the terms set forth in this Contract.

WisDOT Contract Administrator will be: Jeannie Silver, State Marking Engineer, email jeannie.silver@dot.wi.gov.

## 2. TERM OF CONTRACT

Contract term is May 01, 2025 to October 15, 2026, with 3 One-year renewal option(s).

## 3. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

The WisDOT's Request for Request for Bid, the Request for Bid response written communications, and this Agreement constitute the entire agreement between the parties The hierarchy of documents in order for resolution is as follows:

1. Official Wisconsin Department of Transportation Purchase Order and or Contract (Standard Terms and Conditions in addition to those Terms and Conditions as listed in the Request for bid and any additional procurement documents govern unless modified within the document).
2. Written communications regarding contract terms agreed upon in writing.
3. Vendor's Response as submitted.
4. Request for Request for Bid, Solicitation Reference # 510613.

Any conflict in terms shall be governed by the highest listed document

## 4. WORK PLAN

The state and the contractor agree that all services provided by the contractor shall be in accordance with written communications, official purchase order(s), and this agreement.

WisDOT and the contractor agree that all work plans, deliverables, timelines, and budgets require the review and approval of the WisDOT contract Administrator as indicated in Section I of this contract document.
Contract: 395002-M25-0510613-000-01

## 5. LIQUIDATED DAMAGES

The liquidated damages shall be surety for fulfillment of the contract(s) including quality, performance and delivery under the terms per agreed upon schedule with the region/county contact.
**Liquidated damages shall be enforced as follows:**

- 7 or less calendar days late (25% of the total order cost)
- 8 or more calendar days late (50% of the total order cost)

Liquidated damages shall be deducted from payments on the invoice covering the late shipments.
.

## 6. FOB DESTINATION FREIGHT INCLUDED

Products are to be delivered FOB Destination Freight Included, to the specified locations as noted as part of RFB 510613, ATTACHMENT C and submitted by your company. The cost of the product includes all packing, labor, transportation, insurance charges and use/preparation/storage manuals.
**Small order fees and Fuel Surcharges will not be allowed.**

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## 7. INSURANCE REQUIREMENTS

Every contractor and all parties furnishing services or products to the Wisconsin Department of Transportation (WisDOT) or any of its subsidiary companies must provide WisDOT with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

1. Commercial General Liability Insurance including contractual coverage:
    a. The limits of this insurance for bodily injury and property damage.
    b. Combined shall be at least:
    c. Each Occurrence Limit $1,000,000
    d. General Aggregate Limit $2,000,000
    e. Products-Completed Operations Limit $2,000,000
    f. Personal and Advertising injury Limit $1,000,000

2. Business Automobile Liability Insurance:
    a. Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least $1,000,000 per accident for bodily injury and property damage combined.

3. Workers' Compensation Insurance:
    a. Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

4. Employers Liability Insurance:
    a. Such insurance shall provide limits of not less than $500,000 policy limit.

5. Excess/Umbrella Liability Insurance:
    a. Such insurance shall provide additional limits of not less than $5,000,000 per occurrence in excess of the limits stated in (A.), (B.), and (D.) above.

<u>Additional Requirements:</u>

1. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

2. The insurance specified in (A), (B), and (E) above shall:
    a. Name WisDOT including its directors, officers, employees and agents as additional insureds by endorsement to the policies; and,
    b. Provide that such insurance is primary coverage with respect to all insureds and additional insureds.

3. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. WisDOT may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

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4. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against WisDOT, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors and their insurers.

5. Contractor shall provide certificates and endorsements evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide WisDOT with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

**EMAIL TO: WIDOTCOI@DOT.WI.GOV**
**Referencing WisDOT Contract Number**

## 8. EMPLOYMENT

In accordance with the Internal Revenue Code Section 3402(e), if the individual is a current State employee, all payments for services are deemed to be wages and must be payrolled. Wisconsin Statute Section 230.047 must be adhered to when utilizing current employees of other state agencies. All state employees are covered by the maximum additional earnings provision of Section 16.417(2) Wisconsin Statutes noted above.

Furthermore, the Contractor will not engage the services of any person or persons now employed by the state, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the agency/employer of such person or persons and of the agency head.

## 9. UNSATISFACTORY PERFORMANCE AND 'CURE' NOTICE

The WisDOT contract administrator and/or the Purchasing Agent will warn the contractor verbally and/or in writing of unsatisfactory performance at any time during the contract period. Contractor will be given a period of time to 'cure' the performance. If performance does not improve to WisDOT's satisfaction, the Purchasing Agent will consider termination of the contract following the process specified in the section titled TERMINATION OF CONTRACT.

## 10. TERMINATION OF CONTRACT

The agency may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 60 days prior to said termination.

## 11. CERTIFICATION OF SALES AND USE TAX

The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

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## 12. PRIME AND SUBCONTRACTORS

The prime Contractor is responsible for performance of, payments to, and liability of their subcontractors. Subcontractors must abide by all terms and conditions of the contract. If subcontractors will be used, the prime Contractor must clearly explain their participation to WisDOT.

## 13. SMOKE-FREE ENVIRONMENT

All buildings where this work is to be performed are smoke-free buildings. No smoking shall be permitted.

## 14. SEPARABILITY

If any provision of this contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

## 15. CONFIDENTIALITY

Contractor acknowledges that some of the data it may become privy to in the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it or its employees and subcontractors do not disseminate such confidential information.

Contractor or its employees and subcontractors will not reuse, sell, or make use in any format the data researched or compiled for this contract for any venture, profitable or not, outside this contract. Contractor agrees to observe complete confidentially with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, Contractor's, or distributor's whereby Contractor or any Contractor's personnel may gain access while engaged by the State or while on State premises.

**The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Contractor following any termination.** Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Contractor, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

## 16. MINORITY BUSINESS ENTERPRISE/DISABLED VETERAN BUSINESSES & SUBCONTRACTORS

Wisconsin statutes support purchasing goods/service from state certified Minority Business Enterprises (MBEs) and Disabled Veteran-owned Businesses (DVBs) located in Wisconsin. Wisconsin is committed to the promotion of state certified minority and disabled veteran-owned businesses in the State's purchasing program.

An MBE means a business is certified by the Wisconsin Department of Administration under Statute 560.036(2). Authority for the Minority Business Enterprise (MBE) program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755.

A DVB means a business is certified by the Wisconsin Department of Administration (DOA), Wisconsin Supplier Diversity Program under Statute 16.283 (3). "Disabled veteran" means a person who is verified by the Department of Veterans Affairs as being all of the following at the time the person applies for certification:

1. A veteran as defined in s. 45.01(12),

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2. A resident of this state, and
3. A person who is in receipt of an award from the U.S. Department of Veterans Affairs of a service – connected disability rating under 38 USC 1114 or 1134 of at least 30%.

Your company or subcontractor(s) must be currently "Certified" and registered in the Supplier Diversity Program in the State of Wisconsin to qualify as an MBE or DVB. Certification is required prior to the execution of the contract with Wisconsin and must be kept up to date throughout the life of the contract. Certified State of Wisconsin Diversity Program Suppliers can be searched on the Wisconsin Supplier Diversity website: https://wisdp.wi.gov/Search.aspx.

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# MINORITY BUSINESS PARTICIPATION REPORT

Wisconsin Department of Transportation
DT1230 8/2006 s.16.75(3m) Wis. Stats.

Return via FAX to: 608-267-3609, ATTN: Purchasing Minority Business Coordinator
OR
Return via e-mail to: tipscorrespondence.dbm@dot.wi.gov

| Report Date | Contract / Purchase Order # | Time Period Covered by Report |
|---|---|---|
| | | ☐ Monthly: through<br>☐ Quarterly: ☐ #1 ☐ #2 ☐ #3 ☐ #4 |

| Project Name / Contract Title | |
|---|---|
| Prime Vendor / Contractor Name | Federal Employer Identification Number – FEIN |

| Minority Vendor Contractor Name, Address and Telephone Number | Product / Service Purchased | Subcontract $ Amount | Second Tier $ Amount |
|---|---|---|---|
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If no business was awarded to Minority Business Enterprises (MBE) for this period, please describe the efforts made to encourage minority business participation. If you have questions, please call the WisDOT Minority Business Program Specialist, 608-267-2886.

_____
_____
_____

I certify that the information contained on this report is true and correct.
I also certify that I am an authorized representative of the above-identified Prime Vendor / Contractor.

_____
(Prime Vendor/Contractor Authorized Representative Name)

_____
(Title)

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# GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

CFR part 180
CFR part 1200
CFR § 200.213
CFR part 200 Appendix II (I) Executive Order 12549
Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.
These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award;
B. Suspended from participation in any federally assisted Award;
C. Proposed for debarment from participation in any federally assisted Award;
D. Declared ineligible to participate in any federally assisted Award;
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature: Signed by: Becky Tarkenton – Potters Industries 497C64D0E3CD4CF... Date: April 24, 2025

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**STANDARD TERMS & CONDITIONS, DOA-3054 (R03/2019)**

**1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

**2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

**3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

**4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

**5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

**6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

**6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

**6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

**6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

**7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

**8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

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Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

**9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

**10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

**11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

**12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

**13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

**14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

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**16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

**18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

**19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

**19.1** Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

**19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

**19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

**19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

**20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any

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United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage. See Section 7. above regarding additional requirements and coverage minimums.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and

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the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

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**34.0 WORK CENTER PROGRAM**: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

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

## ATTACHMENT D – MANDATORY REQUIREMENTS

| **2.1 Manufacturer and/or Contractor Qualifications and Requirements:** | |
|---|---|
| 2.1.1 | Bidder must be an original manufacturer or distributor and/or dealer authorized by the manufacturer to sell and warranty product submitted for bid. |
| 2.1.2 | Bidder must supply references of three (3) firms to which comparable products have been provided during the past two (2) years to a comparable-sized institution or company. WisDOT may also utilize other pertinent sources of information regarding products provided by the bidder. If contacted, all of those references must verify that a high level of satisfaction was provided. Use DOA-3832 to list references. WisDOT employees must not be listed as references. |
| 2.1.3 | Bidder must be in the business of selling glass spheres that reflectorize marking paint for the past two (2) years. |
| 2.1.4 | Pursuant to WI State Statute 16.705, all services provided under this contract must be performed in the United States. |
| 2.1.5 | Bidder must have the capability to provide detailed instructions on use and storage for all product submitted for bid. |
| **2.2** | **Buy America Certification** |
| 2.2.1 | Attestation with compliance to “Buy America Requirements” as follows:<br>Bidder has reviewed WisDOT’s Buy America Provision in CMM 228.5 (https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf) |
| 2.2.2 | If awarded a contract, for all WisDOT purchase orders, Contractor agrees to provide documentation consistent with the documentation/certification requirements indicated in CMM 228.5 to ensure compliance with Buy America requirements for steel products, manufactured products, and construction materials. |
| 2.2.3 | Contractor agrees to assume all costs associated with removal and return of Contractor-supplied products and materials determined by WisDOT that do not comply with Buy America requirements, including but not limited to manufacturer’s own production costs as well as costs for shipping, storage, and/or disposal of noncompliant products and materials. |

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| | |
|---|---|
| **2.6** | **Defective Product** |
| 2.6.1 | Any spheres not meeting WisDOT specifications must be promptly replaced within five (5) business days with spheres that meet the compliance. All handling and transportation charges for replacement product will be paid by the Contractor. |
| 2.6.2 | For any spheres that have been delivered and then rejected, it will be the responsibility of the Contractor to remove the rejected spheres within seven (7) business days after receipt of written notification of a rejected shipment. If the rejected spheres are not removed, WisDOT may arrange for their return to the Contractor and bill the Contractor for all associated costs. |
| **2.13** | **Product Field and Technical Support Requirements** |
| 2.13.1 | The awarded Contractor must provide a Field Technicians or trained Company Representatives that can provide in person and remote, application and product support to WisDOT and personnel authorized to utilize this contract. |
| 2.13.2 | The awarded Contractor must have a dedicated telephone number or direct access to Technicians or Representatives that are available for troubleshooting and application support. The support must be provided during business Working Days as clarified in Section 1., Definitions. Working Days and hours shall be Monday through Friday, 7:00 a.m. to 5:00 p.m., not including State Holidays. |
| **2.16** | **Warranty** |
| 2.16 | 3.0 A minimum one-year warranty from time of “use/application” for defective workmanship and/or replacement of defective products/materials of the contract is required in addition to any warranties provided automatically by the manufacturers of the products/materials. |
| **3.1** | **Firm Pricing and Price Increase Requests** |
| 3.1.1 | Awarded Contractor must hold the accepted costs from time of bid through the entire contract period. |
| 3.1.2 | Price increase requests must be received in writing and sent and acknowledged by both the WisDOT appointed Contract Manager and Contract Administrator/WisDOT Purchasing, no less than 60 calendar days prior to the end of the FIRST Optional Renewal Period of the contract. The start date of a contract is the date that either both parties have signed and executed a contract OR a mutually agreed upon start date that is documented in the signed contract. |
| 3.1.3 | Requests MUST be sent with a detailed justification and supporting documentation as to the reason for the price increase request. |
| 3.1.4 | Contractor understands, if WisDOT deems the cost increases are not acceptable, it reserves the right to award the next lowest bidder or re-bid the contract in whole or part. |
| 3.1.6 | If the Contractor’s cost decreases during the term of the contract, the Contractor shall immediately notify WisDOT. Such cost decreases shall become effective to WisDOT the same date the decrease is effective to the contractor. If WisDOT is not properly notified of price decreases, the pricing at the time of order will be used for invoice payment and the vendor will provide refunds or credits as necessary. |

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| 3.4 | Reporting Requirements |
|---|---|
| 3.4.1 | The Bidder/Contractor agrees to submit bi-annual reports that will include a minimum of the following detail: Item number, product description, quantity, customer name, delivery date, purchase order number, delivery address, dollar amount invoiced. |
| 3.4.2 | This information must be submitted on the template in excel format as provided by the WisDOT Contract Manager. |
| 3.4.3 | Report bi-annual due dates are to be emailed to the Contract Manager and Contract Administer on or before: July 15th for Q1 and Q2 of the associated calendar year; and January 15th for Q3 and Q4 of the calendar year. |
| 3.4.4 | Bidder understands and agrees that WisDOT reserves the right to revise the bi-annual reporting template at any time to include additional reporting parameters as required or needed. |
| 3.4.5 | Bidder understands and agrees that WisDOT reserves the right to request additional ad-hoc reporting outside of the regular reporting requirement listed above. |

| LOT # | BASE PRODUCT ORDER: | | | | | | |
|---|---|---|---|---|---|---|---|
| | Shipment Type | Description | To be completed by Bidder Manufacturer Model/Order Number | Product Packaging | Enter your Bid UNIT PRICE Per POUND OF PRODUCT | ESTIMATED POUNDS OF PRODUCT TO BE USED FOR WISDOT PROJECTS CY2025 | TOTAL |
| 1 | Line 1 - Full Truckload 44,000# | Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated | 616763 - WI M247 AC110 TW 80% 2000 | BULK PACKAGING 2000# TOTE or APPROVED EQUAL | $0.56 | 6,388,000 | $3,602,832.00 |
| 1 | Line 2 - Delivery under 44,000# | Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated | 616763 - WI M247 AC110 TW 80% 2000 | BULK PACKAGING 2000# TOTE or APPROVED EQUAL | $0.56 | 152,000 | $85,728.00 |
| | | | | | | LOT 1 - TOTAL BID PRICE SUBMITTED: | $3,688,560.00 |
| LOT # | Shipment Type | Description | To be completed by Bidder Manufacturer Model/Order Number | Product Packaging | Enter your Bid UNIT PRICE Per POUND OF PRODUCT | ESTIMATED POUNDS OF PRODUCT TO BE USED FOR WISDOT PROJECTS CY2025 | TOTAL |
| 2 | Line 3 - Full Truckload 44,000# | Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated | 616765 - WI M247 AC110 BG 80% 2000 | BAG PACKAGING 50# Bags or APPROVED EQUAL | $0.56 | 104,000 | $58,656.00 |
| 2 | Line 4 - Delivery under 44,000# | Glass Spheres, 2000# bulk GYLD AASHTO M247 Type 1 moisture resistant treated | 616765 - WI M247 AC110 BG 80% 2000 | BAG PACKAGING 50# Bags or APPROVED EQUAL | $0.56 | 144,000 | $81,216.00 |
| | | | | | | LOT 2 - TOTAL BID PRICE SUBMITTED: | $139872.00 |

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**MASTER AGREEMENT #050625**
**CATEGORY: Roadway Maintenance Equipment**
**SUPPLIER: Crafco, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crafco, Inc., 6165 W. Detroit St., Chandler, AZ 85226 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:

   a. Asphalt recyclers and reclaimers, hot boxes;
   b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
   c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
   d. Pavement marking application and removal equipment.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders

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or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

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and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

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deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

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19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - $1,500,000 each occurrence Bodily Injury and Property Damage
    - $1,500,000 Personal and Advertising Injury
    - $2,000,000 aggregate for products liability-completed operations
    - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

| Sourcewell | Crafco, Inc. |
|---|---|
| Signed by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Todd Ziems 8913DDBA8D5D46F... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Todd Ziems |
| Title: Chief Procurement Officer | Title: Vice President Sales and Marketing |
| Date: 7/1/2025 \| 4:12 PM CDT | Date: 7/1/2025 \| 1:43 PM PDT |

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# RFP 050625 - Roadway Maintenance Equipment

## Vendor Details

| | |
|---|---|
| Company Name: | Crafco Inc. |
| Does your company conduct business under any other name? If yes, please state: | AZ |
| Address: | 6165 W Detroit St<br>Chandler, AZ 85226 |
| Contact: | Bryan Darling |
| Email: | bryan.darling@crafco.com |
| Phone: | 602-276-0406 8041 |
| Fax: | 480-961-0513 |
| HST#: | 860324978 |

## Submission Details

| | |
|---|---|
| Created On: | Tuesday March 18, 2025 09:25:31 |
| Submitted On: | Friday May 02, 2025 10:20:42 |
| Submitted By: | Angie Hoaglin |
| Email: | angie.hoaglin@crafco.com |
| Transaction #: | 2e793fff-c556-48e6-b847-9b29c7aefbf5 |
| Submitter's IP Address: | 147.243.168.143 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | Crafco, Inc. | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Y | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | Crafco is an authorized distributor for the KM International and Graco products we are offering in this proposal. While Crafco is affiliated with these companies, they are not subsidiaries of Crafco, Inc. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 58271 / FL45P7XCYDH2 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 324121 | * |
| 6 | Proposer Physical Address: | 6165 W. Detroit St. Chandler, AZ 85226 | * |
| 7 | Proposer website address (or addresses): | www.crafco.com / www.poreshield.com / www.kminternational.com / www.graco.com | * |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer): | Todd Ziems, Vice President Sales and Marketing, 6165 W. Detroit St. Chandler, AZ 85226, todd.ziems@crafco.com, 602-276-0406 | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Bryan Darling, Project Manager, 6165 W. Detroit St. Chandler, AZ 85226, bryan.darling@crafco.com, 602-276-0406 | * |
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Angie Hoaglin, Sales and Contract Administrator, 6165 W. Detroit St. Chandler, AZ 85226, angie.hoaglin@crafco.com, 602-276-0406 | * |

### Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | Since 1976, Crafco, Inc. has supplied the pavement preservation industry with quality products including roadway maintenance equipment and pavement preservation materials. Crafco is the only manufacturer in the pavement preservation industry that manufactures both equipment and materials to provide a total pavement preservation solution. This gives Crafco a better understanding of how the melters and crack sealants should work together and apply the product in the most efficient way possible. This provides the agencies with the best possible equipment and materials for their needs.<br><br>VISION STATEMENT: To be the global leader in preservation and modified asphalt science through a relentless pursuit of exceptional relationships, unsurpassed quality, innovation, and exceeding expectations.<br><br>MISSION STATEMENT: We produce, promote, and supply specialized preservation products to the pavement, roofing and waterproofing industries.<br><br>VALUES:<br>Empowered Service: Together, we are committed to delivering unparalleled service. We do what's right, provide solutions and foster stronger relationships with our team and customers.<br><br>Selfless Leadership: We lead with compassion and put those around us before ourselves. We don't say we're the experts; we demonstrate it through technical expertise, category innovation and genuine care for what we do.<br><br>Purposeful Growth: Employee growth and company growth go hand in hand. We build our legacy together to ensure future success.<br><br>Respectful Relationships: Together we foster a culture of respect, acceptance and diversity of ideas and of people. Our differences make us stronger, and we are united by our shared values. | * |
| 12 | What are your company's expectations in the event of an award? | In the event of an award, Crafco expects 85-95 units with 2,000,000 – 2,500,000 pounds of sealant each year.<br>Per our current contract we have sold 216 units, 8,734,810 pounds of sealant, 74 KM units, 21 Graco units with a total of $28,292,417.28<br>Crafco is looking to grow 25% | * |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | Crafco is a subsidiary of Ergon, Inc., which is a privately held corporation. We do not provide any tax information or personal identifiable information.<br>Please see attached confidential financial strength report. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | Crafco's US market share is 70% | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | Crafco's Canadian market share is 25-35% | * |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | Crafco, Inc. does not have any bankruptcy proceedings. | * |

| | | | |
|---|---|---|---|
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Crafco as a manufacturer covers 50 states with 16 independent Distributors and 18 Crafco-owned Service Centers. Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers along with 5 Product Managers – all Crafco employees. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. Additionally, Crafco owns Supply Centers strategically located throughout the US to provide service and support for all products we are offering. Crafco works with all our Distributors to provide warranty and general service and repair facilities across the US and Canada. Crafco is also an authorized distributor for the KM and Graco products we are offering in this proposal. | * |
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Crafco holds numerous business licenses and resell licenses for all State and local Agencies across the United States and Canada where we manufacture and distribute directly to customers. Crafco also requires our distribution to provide the appropriate licensing in all jurisdictions in which they are conducting business. | * |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | Crafco does not have any past debarments or suspensions. | * |

| | | | |
|---|---|---|---|
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | July 2020- Signet Research Inc – AdStudy Award with Roads & Bridges<br><br>Oct. 2020- Roads & Bridges contractors as the 2020 Gold award winner in the Crack Seal Melters/Applicators category.<br><br>Dec. 2020- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where Crafco is headquartered.<br><br>Dec. 2021- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where Crafco is headquartered.<br><br>Jan. 2022- Roads & Bridges Contractor's Choice earned Gold in two categories: Crafco Patcher Mastic Melter - Gold in the Road Patching category & Crafco SuperShot - Gold in the Crack Seal Melters/Applicators category<br><br>Dec. 2022- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where Crafco is headquartered.<br><br>Dec. 2022- Stellar Vendor Award through the Maintenance Superintendents Association (MSA) for Crafco & Rob Manriquez – Regional Sales Manager for the Pacific Region – 4th Crafco Stellar award winner for the MSA.<br><br>Dec. 2023- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where Crafco is headquartered.<br><br>Jan. 2023- Roads & Bridges Contractor's Choice earned Gold in two categories: Crafco Patcher Mastic Melter - Gold in the Road Patching category & Crafco SuperShot - Gold in the Crack Seal Melters/Applicators category<br><br>May 2023- Top 30 Editor's Choice Products Award Winner Asphalt Contractor – Patcher 4<br><br>April 2024- Wichita Supply Center & Austin Stading (Territory Manager) have been honored with the prestigious Graco Distributor Distinction Award<br><br>May 2024- Top 30 Editor's Choice Products Award Winner Asphalt – EZ Patcher<br><br>May 2024- Top 25 Products Award Winner Pavement Maintenance & Reconstruction – EZ Patcher<br><br>Nov. 2024- Roads & Bridges Contractor's Choice earned Gold in two categories: Crafco Patcher Mastic Melter - Gold in the Road Patching category & Crafco SuperShot - Gold in the Crack Seal Melters/Applicators category<br><br>Dec. 2024- Chandler 100 – Top 100 companies recognized by the Chandler Chamber of Commerce where Crafco is headquartered. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | Crafco sells to 55-60% of the governmental sector. | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | Crafco sells to less than 1% of the educational sector. | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | Sourcewell: $18,626,679.47 total<br>BuyBoard: $966,192.84 total<br>Omnia: $0.00 While we are a part of Omnia, the $0.00 reflects that we try to utilize and push our Sourcewell contract for all government sales 1st. | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Crafco does not hold a GSA contract or a SOSA. | * |

### Table 2B: References/Testimonials

**Line Item 25**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| New Jersey DOT | Thien-Y Melanie Vo | 609-817-9486 | * |
| City of Tucson, AZ | Chris Espino | 480-350-8344 | * |
| Fresno County, CA | James Samuel | 559-600-7528 | * |

### Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 26 | Sales force. | Crafco has 3 Regional Managers and 4 District Managers that manage 35 Territory Managers. Our International Department has 1 Territory Manager for Canada and 4 independent Distributors with one Crafco warehouse. We have 5 Product Managers dedicated to providing expert knowledge and more intensive training for customers. | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | 16 US Distributors 4 Canadian Distributors. 6 Distributors with multi state coverage and 10 single state coverage. Crafco has started a customer journey mapping experience which has provided better understanding of how we can service our customers better. Crafco is also finding areas that were not being serviced at the highest level and are working to add Crafco service centers in these areas to better serve the customers and Agencies in these areas. | * |
| 28 | Service force. | CRAFCO SUPPLY CENTERS<br>Akron, OH: 7 Direct Employees - 1 Customer Service Representative / 2 Territory Managers / 1 VP of Business Development / 3 Area Service Technicians<br><br>Anderson, CA: 4 Direct Employees – 1 Warehouse Technician / 1 Supply Center Assistant / 1 Customer Service Representative / 1 Supply Center Supervisor<br><br>Bridgeton, MO: 3 Direct Employees - 1 Service Program Manager / 1 Service Technician / 1 Supply Center Supervisor<br><br>Edmond, OK: 8 Direct Employees - 3 Supply Center Assistants / 1 Batch Plant Operator / 1 Customer Service Representative / 1 Plant Manager / 1 Regional Supply Center Manager / 1 Service Technician<br><br>Evansville, IN: 6 Direct Employees - 1 Service Technician / 2 Supply Center Assistants / 1 Batch Plant Operator / 1 Supply Center Supervisor / 1 Plant Operator<br><br>Farmers Branch, TX: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant<br><br>Fontana, CA: 4 Direct Employees - 2 Customer Service Representatives / 1 Plant Manager-Regional Supply Center Manager / 1 Administrative Supervisor<br><br>Lee's Summit, MO: 3 Direct Employees - 1 Service Technician / 1 Supply Center Supervisor / 1 Supply Center Assistant<br><br>Millbury, MA: 5 Direct Employees - 3 Supply Center Assistants / 1 Service Technician / 1 Supply Center Supervisor<br><br>Nashville, TN: 6 Direct Employees - 2 Service Technicians / 1 Customer Service Representative / 1 Supply Center Assistant / 1 Capital Project Manager / 1 Supply Center Supervisor<br><br>Nassau, NY: 13 Direct Employees - 3 Managers Track Division / 2 Estimators / 2 Managers Applied Operations / 1 General Manager / 2 Administrative Assistant / 1 Plant Manager / 1 Maintenance & Yard Coordinator / 1 Office Manager<br><br>Newtown, CT: 2 Direct Employees - 1 Supply Center Assistant / 1 Regional Supply Center Manager<br><br>Portland, ME: 2 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant<br><br>Portland, OR: 3 Direct Employees - 1 Supply Center Supervisor / 1 Supply Center Assistant / 1 Service Technician<br><br>Sacramento, CA: 2 Direct Employees - 1 Service Center Supervisor / 1 Service Technician<br><br>San Antonio, TX: 4 Direct Employees - 1 Supply Center Assistant / 1 Service Technician / 1 Lead Mechanic / 1 Supply Center Supervisor<br><br>Tulsa, OK: 1 Direct Employee - 1 Supply Center Supervisor<br><br>Waite Park, MN: 2 Direct Employees<br><br>Wichita, KS: 4 Direct Employees - 1 Service Technician / 2 Supply Center | * |

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| | | Assistants / 1 Supply Center Supervisor<br><br>MANUFACTURING<br>Allentown, PA: 9 Direct Employees - 1 Administrative Assistant / 1 Production Supervisor / 1 Administrative Supervisor / 2 Customer Service Representatives / 1 QC Technician / 1 Plant Manager / 1 Shipping/Receiving Supervisor / 1 Maintenance Supervisor<br><br>Cheyenne, WY: 6 Direct Employees - 1 Shipping Administrator / 1 Administrative Assistant / 1 Shipping Supervisor / 1 Lab Technician / 1 Plant Manager / 1 Production Supervisor<br><br>Dekalb, IL: 13 Direct Employees - 1 Lab Supervisor / 1 Concrete Product Manager / 1 Materials Formulation Chemist / 1 Procurement Specialist / 1 Administrative Assistant / 1 Product Supervisor / 1 Maintenance Supervisor / 1 Shipping-Warehouse Supervisor / 1 Production Supervisor / 1 Plant Manager / 1 General Manager of Supply Centers / 1 Customer Service Representative / 1 Administrative Supervisor<br><br>Chandler, AZ Equipment: - 25 Direct Employees 2 Buyer-Planners / 1 Maintenance Supervisor / 1 Cycle Count-Returns Coordinator / 4 Design Engineers / 1 Administrative Assistant / 1 Senior Service Technician / 1 Production Supervisor / 1 Equipment Receiving Manager / 1 Manufacturing Process Engineer / 1 Equipment Supply Chain Manager / 2 Plant Managers / 1 Operational Excellence Manager / 1 Engineering Technician / 1 Electrical Engineer / 1 Equipment Tech Support Specialist / 1 Production Scheduler / 1 Parts Shipping Manager / 1 Stockroom-Shipping-Receiving Manager / 1 Manufacturing Manager / 1 Equipment Shipper<br><br>Chandler, AZ Sealant: 13 Direct Employees - 2 Administrative Assistants / 1 Shipping-Receiving Supervisor / 1 Lab Supervisor / 1 Materials Quality Assurance Manager / 1 Plant Manager / 1 Pavement Materials Engineer / 1 Sealant Product Engineer / 1 Specialty Product Engineer / 1 Research Engineer / 1 Roofing Products Engineer / 1 Product Development Engineer / 1 Quality Systems Manager<br><br>Halls, TN: 13 Direct Employees -1 Production Supervisor / 1 Administrative Supervisor / 1 Maintenance Supervisor / 1 Roofing Customer Service Representative / 1 Shipping Supervisor / 1 Plant Manager / 1 Shipper / 1 Administrative Assistant / 1 Shipping Administrative Assistant / 1 Lab Technician / 1 Lab Technician / 1 Production Supervisor-Patching / 1 Lab Supervisor<br><br>Naples, TX: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician<br><br>Youngstown, OH: 6 Direct Employees - 1 Plant Manager / 1 Maintenance Supervisor / 1 Production Supervisor / 1 Service Technician / 1 Administrative Supervisor / 1 Lab Technician |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | DIRECT SALES: Once contacted by the Agency interested in purchasing off of the Sourcewell contract, the Territory Manager in that area will work with the Agency on which piece of equipment or material fits their needs and requirements. They will fill out the Worksheet with all information priced out along with an internal quote. This must be approved by Angie Hoaglin, the Contract Administrator for Crafco. The Territory Manager will submit the worksheet to the Agency for review. Once approved, the PO will need to be made out to Crafco, Inc. along with the approved worksheet and sent to Angie Hoaglin at angie.hoaglin@crafco.com. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafco quote and PO. Once the equipment is received, the Territory Manager will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Crafco will invoice the Agency. Once paid, Crafco will pay the Sourcewell Administrative Fee.<br>DISTRIBUTORS: It will be the Distributor's responsibility to fill out the worksheet with equipment, options, materials, delivery, taxes etc. The worksheet will be sent to Angie Hoaglin, the Contract Administrator, for Crafco to be checked, approved and returned with a quote for reference when placing an order. The Distributor will submit the worksheet to the Agency for approval and Purchase Order. Once the notice to proceed is given, Angie will notify Customer Service and the specific plant by sending a copy of the worksheet, Crafco quote and PO. Once the equipment is received, the Distributor will be responsible for making the final delivery to the Agency and conducting the start-up training and safety training. Once paid, Crafco will pay the Sourcewell Administrative fee. Crafco will ship and invoice the Distributor. The Distributor is responsible for invoicing the customer. |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Once an inquiry has been made, our direct sales staff is able to respond to the customer's request within the day of the inquiry from the customer. All sales force is well versed in the Crafco/Graco/KM/PoreShield/Paint product lines. Our sales staff can handle demos for new customer inquiries to help Agencies determine the type of machine or materials that best suits their needs. Crafco works closely with its Distributors when involved in the sale of the equipment to make sure that all the customers' needs are met, from the delivery, new equipment start-up training and warranty service after the sale. A specific Product Manager will be involved if needed as well. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | Crafco is willing and able to provide equipment, materials and service within all 50 states. Our 8 manufacturing plants strategically placed across the Country minimizes freight cost to the end users. One equipment manufacturing plant, in Chandler, Arizona, uses a very coordinated shipping plan to move equipment across the Country at the most competitive cost possible. Crafco has 16 US Distributors with 3 Regional Managers and 4 District Managers that manage 35 Territory Managers with 5 Product Managers. Along with 18 Service Centers across the US. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Crafco has one of its oldest Distributors based in Canada with 45 years selling and servicing the Canadian market. Crafco currently has 4 Distributors and 1 Territory Manager in Canada. We would like to extend all products and services in Canada. All sales into Canada are based on US Price List in US Dollars. Payment will be made in USD or current (date of invoice) equivalent Canadian dollars. We also work with Canoe, which represents all the Canadian Provinces. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | Crafco will service all geographic areas in the United States and Canada. | * |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this. | Any account type of Participating Entities will have full access to Crafco's solutions. | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There will be no specific requirements or restrictions for Hawaii, Alaska or US Territories. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Crafco will extend the terms of the agreement to nonprofit entities. | * |

## Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
|---|---|---|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Crafco will provide awareness to the marketplace by including Sourcewell in our marketing and advertising. For example, include Sourcewell in literature used by our sales representatives when talking with customers every day, include Sourcewell at tradeshows, conducted regionally and nationally reaching thousands of people every year, include Sourcewell on www.crafco.com website reaching 9,500 people a month and on outbound email advertising which reaches 40,000 people a month. Once awarded, the updated Sourcewell awarded contract logo will be added within all of these. | * |
| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Social Media Marketing at Crafco Inc.:<br>Social media plays a critical role in building brand awareness, fostering industry relationships, and driving engagement with our customers and partners. At Crafco Inc., we take a strategic, content-driven approach to social media marketing by focusing on the following key areas:<br><br>1. Platform-Specific Strategies<br>LinkedIn:<br>As a B2B-focused brand, LinkedIn is a cornerstone of our digital strategy. We use it to showcase new product launches, company milestones, leadership insights, case studies, and industry partnerships. We also engage with key stakeholders—DOT officials, engineers, distributors, and industry peers—to build credibility and strengthen professional networks.<br><br>Facebook and Instagram:<br>These platforms allow us to share behind-the-scenes content, customer success stories, employee spotlights, and event highlights. We use visual storytelling (photos, reels, and short videos) to make our brand more relatable and humanized.<br><br>YouTube:<br>Crafco's YouTube channel serves as a knowledge hub, featuring product demos, application tutorials, training videos, and customer testimonials. We track views, watch time, and audience retention to continuously improve our video content.<br><br>2. Content Creation and Engagement<br>We create engaging and educational content tailored to the pavement preservation and infrastructure maintenance industry. This includes:<br>-Product tips and maintenance best practices<br>-Live job site videos and real-world applications<br>-Highlighting industry trends and innovation<br>-Celebrating distributor success and customer stories<br><br>3. Data-Driven Optimization<br>Using tools like Meta Business Suite, LinkedIn Analytics, and third-party platforms such as Meltwater, we monitor key performance indicators (KPIs) including:<br>-Reach and impressions<br>-Engagement rates (likes, comments, shares)<br>-Follower growth<br>-Click-through rates (CTR) to our website or landing pages<br>We use this data to refine our content calendar, post timing, and messaging for optimal results.<br><br>4. Community Building and Customer Service<br>Our social channels double as customer service and brand engagement tools. We respond promptly to inquiries, share user-generated content, and support industry events through live coverage and tagging relevant partners and organizations.<br><br>Crafco runs multiple print ads in a variety of industry publications as well as1000's of digital ads with our email marketing campaigns per year. | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | After our initial contract launch in 2017 and most recently in 2021, extensive training for our sales team was developed to utilize the Sourcewell contract and how to work with Agencies in providing the pavement preservation solutions they need, whether it be equipment, sealant, sprayers, recyclers, PoreShield or paint for track and court. This training is ongoing with webinars and Crafco University bi-annual in-house training. This training is also extended to our Distributor network and their sales team. Sourcewell's role is being accessible to members, non-members, looking for information on how to utilize the contract as well as any legal questions regarding purchasing in their respective areas. | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | At this time, Crafco does not utilize an e-procurement processing system. | * |

## Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * | |
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| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Operational and safety training is standard with each delivery of our machines. This is completed either by the Distributor or direct sales representative in that area at no cost to the customer. Each new Crafco unit delivered to the end user includes up to 8 hours of on-site training and safe operation techniques for the equipment. Periodic training is available at the end user's request at no charge. Crafco provides ongoing equipment training seminars throughout the year as well as web-based training and troubleshooting. | * |
| 42 | Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response. | Through Crafco or one of its affiliated distributors, will replace for the original purchaser free of charge any parts found upon examination by the factory at Chandler, AZ, to be defective in material or workmanship. The warranty is for a period of 2 years (Crafco is the only equipment manufacturer with a 2 year warranty with unlimited hours on the machine, excluding the engine.) from the invoice date, but excludes engine or components, tires, and battery as these items are subject to warranties issued by their manufacturers. Crafco, Inc. Shall not be liable for parts that have been damaged by accident, alteration, abuse, improper lubrication/maintenance, normal wear, or other cause beyond our control. The warranty provided herein extends only to the repair and/or replacement of those components on the equipment covered above and does not cover labor costs. The warranty does not extend to incidental or consequential damages incurred as a result of any defect covered by this warranty. All transportation and labor costs incurred by the purchaser in submitting or repairing covered components must be borne by the purchaser. Crafco, Inc. Specifically disavows any other representation, warranty, or liability related to the condition or use of the product.<br><br>Crafco, Inc. warrants that Crafco products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. | * |
| 43 | Describe any technological advances that your proposed Solutions offer. | With over 49 years of manufacturing experience, Crafco has been the leader in the pavement preservation technology with ground-breaking advancements in material effectiveness, safety, ergonomics, control and technology. With regard to materials, Crafco helped pioneer the crack sealing industry, developing the science behind crack sealant and its constituent ingredients. Our team of researchers (including PHD-level scientists) continues to develop materials with a wider effective temperature range and greater durability under heavy traffic loads. Independent tests performed by FHWA and other agencies have proven the superior effectiveness of Crafco crack sealants.<br><br>Additionally, our PoreShield concrete protectant offers several advantages over conventional concrete sealers, including safety (low VOC, no PPE needed for application), sustainability (made from American-grown soybeans), durability (10+ years of protection with one application, blocks damage below surface) and versatility (new/old concrete, numerous application types).<br><br>With regard to equipment, all of Crafco's equipment is designed to reduce accidents and injuries, including preventing strain with ergonomic loading heights, protecting workers by placing controls away from traffic, and reducing fatigue through the self-supporting Flex Boom hose system. Our on-demand pump system stops the flow of sealant if the application wand is dropped, keeping the operator from getting burned by hot sealant. The Pump Lockout system was also developed to keep the operator from trying to pump sealants before it is heated to the proper temperature and causing premature wear on the pump. New digital engine controls operate the entire unit and override operator errors. This control panel also allows the engine to run at a lower speed while heating up; once the melter is ready to start pumping, the engine speeds up to produce more power. This makes the Crafco melters much more fuel efficient.<br><br>Crafco's EZ Patcher is an industry-exclusive machine enabling a skid steer operator to effectively repair longitudinal and transverse joints from the safety of the skid steer cab, minimizing the crew's exposure to traffic. It is designed to work in conjunction with a Patcher II & 4 and was developed entirely at Crafco from concept to finished product.<br><br>Crafco's engineering and designs make our crack sealing and patching equipment the safest, most reliable and most productive in the industry. | * |

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| 44 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | Crafco is creating industry-first life cycle assessments (LCAs) for all products to better understand their environmental impact, including raw material extraction, transportation, manufacturing and packaging. This work was commissioned by Crafco and is being performed by Sphera.<br><br>Crafco has developed a meltable packaging for our sealants and mastics that melts quickly and completely without affecting the property or performance of the sealants. This eliminates cardboard waste for increased sustainability and is also a time saving packaging for the end user as there is no unboxing that has to happen during the crack seal operation.<br><br>Crafco offers PoreShield, a low VOC (ASTM test at 43.3g/L) meeting all national (and international) standards for VOC limitations on concrete coatings. It is all American-made from sustainably-sourced soybeans. PoreShield is a USDA certified bio-preferred product and certified BABA-compliant.<br><br>Additionally, Crafco recycles approximately 10 million lbs. of crumb rubber each year (typically from used tires) to produce crack sealant and other products, saving those waste products from the landfill. Crafco also uses recycled cardboard for all boxed packaging. | * |
| 45 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | PoreShield is a USDA certified bio-preferred product and certified BABA-compliant.<br><br>Crafco is currently in the process of creating life cycle assessments for all products. | * |
| 46 | Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment. | Crafco’s equipment uses Tier 4 diesel engines to help agencies and contractors meet environmental regulations. Our digital engine controller runs the engine at a lower RPM during warm-up, when the engine is least efficient. Once warm-up is complete, the engine RPM is raised to provide full power.<br><br>Additionally, crack sealing and mastic patching significantly reduces production of carbon dioxide by allowing targeted repairs which alleviate the need for carbon-intensive repaving. | * |
| 47 | Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact. | PoreShield is certified to be 93%+ biobased material; it is also low VOC (43.3g/L), a 90%+ reduction in VOC compared to many competing products.<br><br>Crafco HP ER Asphalt is a low-VOC cold patch material for pavement patching. | * |
| 48 | Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators. | All of Crafco’s equipment is designed with ergonomics in mind. Our loading doors are placed at a natural loading height to reduce back strain. Field-serviceable components such as the burner are designed to be easily accessible and minimize work in awkward positions or cramped spaces - such as below a trailer.<br><br>The Flex Boom hose system reduces fatigue by supporting the weight of the hose and wand, with the added benefits of keeping the hose from scraping the ground (less damage) and maximizing the operator’s working radius.<br><br>Our Autoloader helps reduce labor and strain by automating the process of loading sealant blocks into the melter. It allows operators to easily load blocks onto a conveyor from the back of their truck, then advance the material as needed from the ground.<br><br>The Model 30 Pavement Router is available with a self-propulsion attachment to reduce strain while working on slopes, loading onto trailers or moving the unit around a work site.<br><br>The EZ Patcher allows one operator to patch pavement while sitting in the skid steer cab, eliminating the need for a worker on foot to maneuver a drag box or use a hot iron for touchups. | * |
| 49 | Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety. | Crafco’s Beckett Burners employs a DC Controller to monitor the burner operation to ensure proper ignition of the burner and to shut down if there are any issues. Optional fire extinguisher mounted on the trailer frame of the machines. While running our machines, operators are trained to have proper PPE which includes safety glasses, long sleeved shirts, gloves, long pants, steel toe boots. | * |

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| 50 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Crafco helped pioneer the pavement preservation industry starting in 1976. Crafco has engineers who are members of the ASTM committees that develop sealant specifications for the entire country. Crafco is also involved with several sealant test decks across the country: National Transportation Product Evaluation Program, National Center for Asphalt Technology and the MNROADS testing facility in Minnesota. This involvement ensures that Crafco sealants are designed and manufactured to the highest standard of quality and deliver the best performance possible for the Agency's needs. Each of the sealant manufacturing plants for Crafco have testing labs. Every single manufacturing lot of material is tested before shipping and certified to meet the relevant specifications. This guarantees the products' quality.<br><br>The Crafco equipment plant has a very extensive QA/QC program, this includes the run-up of all pieces of equipment to ensure all operational aspects of the equipment. All pieces of equipment are inspected and signed off by the QC Manager before shipment. Crafco has in-house R&D and 99% of the equipment we sell is all designed, tested and manufactured at our Chandler, AZ facility. We manufacture all of the equipment in-house from scratch with raw materials like sheet metal, tubing, channel etc. Our engineers hold Mechanical Engineering Degrees, Industrial Design Degrees, Electrical Engineering Degrees, Computer Science Degrees and Tech School Degrees. Several employees have more than 30 years of design, welding and fabrication experience. We offer continuing education for the engineering team as well as specialty software training courses and manufacturing courses.<br><br>All KM and Graco equipment will be received either at a Crafco facility or Distributor and will be run up to make sure the equipment is in good working order and ready to be delivered to the Agency.<br><br>Additionally, Poreshield offers unique value to Agencies tasked with maintaining concrete pavements. It is safe to handle and store, and easy to apply. Poreshield can be applied by Agency maintenance staff without the need for special equipment, PPE or training. Crafco is the only manufacturer of Poreshield, the cost effective, bio-based concrete protectant that's proven to extend the life of the concrete surfaces by 10+ years.<br><br>Crafco is also the only manufacturer of equipment and materials to provide a total pavement preservation solution. This gives Crafco a better understanding of how the melters should work and apply the product in the most efficient way possible, while selecting the materials they need. | * |

### Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
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| 51 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | ○ Yes<br>◉ No | N/A | * |
| 52 | | Minority Business Enterprise (MBE) | ○ Yes<br>◉ No | N/A | * |
| 53 | | Women Business Enterprise (WBE) | ○ Yes<br>◉ No | N/A | * |
| 54 | | Disabled-Owned Business Enterprise (DOBE) | ○ Yes<br>◉ No | N/A | * |
| 55 | | Veteran-Owned Business Enterprise (VBE) | ○ Yes<br>◉ No | N/A | * |
| 56 | | Service-Disabled Veteran-Owned Business (SDVOB) | ○ Yes<br>◉ No | N/A | * |
| 57 | | Small Business Enterprise (SBE) | ○ Yes<br>◉ No | N/A | * |
| 58 | | Small Disadvantaged Business (SDB) | ○ Yes<br>◉ No | N/A | * |
| 59 | | Women-Owned Small Business (WOSB) | ○ Yes<br>◉ No | N/A | * |

### Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
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| 60 | Describe your payment terms and accepted payment methods. | Crafco terms are Net 30 Days. Crafco will accept Credit Cards and Wire Transfers. | * |
| 61 | Describe any leasing or financing options available for use by educational or governmental entities. | Crafco will utilize the Sourcewell awarded NCL along with other Agency preferred financing. | * |
| 62 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | Per our current Sourcewell Contract; attached in the Standard Transaction section is the worksheet, quote with terms and conditions along with an order form. | * |
| 63 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Crafco accepts P-Card procurement and payment processes at no additional cost. | * |

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| 64 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Crafco is offering Product Category Discount. Pricing lists are attached with related discounts noted. | * |
| 65 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Crafco Equipment and Options: 5-20% off list<br>Crafco materials: 10-20% off list<br>KM International: 9-13% off list<br>Graco: 15% off list<br>Poreshield: 10% off list<br>Paint: 10% off list | * |
| 66 | Describe any quantity or volume discounts or rebate programs that you offer. | This is not typically offered as most Agencies have various specs they want to meet, making it difficult to offer volume or quantity discounts. | * |
| 67 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | If the Agency requests a “sourced” or “non-standard option”, we will work closely with our supply vendors to get the best possible price for the Agency and add it to the “unpublished” section of the worksheet. | * |
| 68 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | There are no elements not included within the pricing submitted. | * |
| 69 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price. | * |
| 70 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight will be added as a separate line item to the Agency. When possible, Crafco may combine equipment and material with other trucks going to the closest Crafco facility or Distributor to save on freight costs. Crafco works closely with our freight company to ensure the Agency is getting the best possible price. | * |
| 71 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Crafco always works closely with our freight company to get the best delivery method possible to the Agency. | * |
| 72 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | Either the direct Territory Manager or Distributor will complete the Sourcewell worksheet and then send to Crafco HQ to Angie Hoaglin, Contract Administrator, she will verify pricing is correct and sign the worksheet. No worksheets will be sent to the Agency without Angie’s approval. Once a PO is received, that gets entered into our Quarterly log where all information from the PO will be added along with the fee to be paid to Sourcewell. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin. | * |
| 73 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | From the date of the award, Crafco will keep an internal log of all quotes sent to Agencies, once a PO is received that is logged with the quote as an order. This information is tracked monthly and reviewed by the Senior Leadership members at Crafco. For budget quotes to Agencies, those are logged internally, and a reminder email is sent to the Territory Managers every month from Angie Hoaglin. | * |
| 74 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | 2% | * |

## Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|---|---|---|---|
| 75 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts or agencies. | * |

## Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

| Line Item | Question | Response * | |
|---|---|---|---|
| 76 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | Roadway Maintenance Equipment and materials including Pothole Patchers, Seal Coaters, Crack Sealers and Mastic/Adhesive Melters, Pavement Marking Application Machines, Sealants, Mastics, Cold Patch, Asphalt Recyclers, Reclaimers, Pavement Marking and Maintenance machines, Pavement Marking Paint with Paint Mixer and bio-based concrete protectant. | * |
| 77 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Crafco will not utilize subcategories. | * |

## Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 78 | Asphalt recyclers and reclaimers, hot boxes | (•) Yes ( ) No | KM International | * |
| 79 | Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters | (•) Yes ( ) No | Crafco, Inc. | * |
| 80 | Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment | ( ) Yes (•) No | N/A | * |
| 81 | Pavement marking application and removal equipment | (•) Yes ( ) No | Graco | * |

## Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 82.** **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ( ) Yes (•) No |

### Documents

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Crafco, Inc. Price File.pdf - Friday May 02, 2025 10:05:30
- Financial Strength and Stability - Crafco Inc. 06.30.2024 Audited FS CONFIDENTIAL.pdf - Monday April 14, 2025 15:50:53
- Marketing Plan/Samples - Crafco Sourcewell Marketing Samples.pdf - Wednesday April 30, 2025 08:12:06
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Standard Transaction Documents-Warranty.pdf - Wednesday April 16, 2025 16:00:08
- Requested Exceptions (optional)
- Upload Additional Document - Distributors-TM List.xlsx - Wednesday April 16, 2025 10:30:45

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Todd Ziems, VP Sales and Marketing, Crafco, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_2_Roadway_Maintenance_Equipment_RFP050625**<br>Wed April 23 2025 04:17 PM | ☑ | 2 |
| **Addendum_1_Roadway_Maintenance_Equipment_RFP 050625**<br>Tue April 8 2025 02:54 PM | ☑ | 1 |

Purchasing Department
100 North Jefferson Street • Room 410
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

# DPW Consumable Annual Ordering -WI DOT

**The Wisconsin Department of Transportation (WisDOT) uses individual contracts for asphalt hot mix (HMA) projects, rather than a general purchasing cooperative for all HMA work. Contractors bid on specific projects that include HMA, and the awarded bidder must enter into a contract with the WisDOT, perform the work according to the specifications and plans, and provide a surety bond.**
**How asphalt purchasing is handled**
**Project-based bidding: Contractors bid on specific, individual projects. The "cooperative agreement" is the contract for each project, which specifies the work to be done, such as asphaltic milling, pavement, and repairs.**
**Bidding process: Contractors submit bids for each project, including a proposal guaranty.**
**Contract execution: If a bidder wins, they are required to sign the contract and provide a surety bond.**
**Compliance: The contractor agrees to perform the work according to the bid, specifications, and plans, and to accept the payment amount as full payment.**
**Special provisions: Each project may have special provisions, such as those for HMA density and volumetric testing under a Percent Within Limits (PWL) quality assurance program.**

Thomas Walenski

Thomas J. Walenski
City of Green Bay Procurement Manager
11-25-2025

| Consumable Commodity | Est. Annual Usage | Purchasing Method | Contract Number | Current Supplier | End Date |
|---|---|---|---|---|---|
| Crafco Roadsaver 221 | 35,000 pounds | Sourcewell | #050625-CFC | Sherwin Industries | 7/7/2029 |
| Crafco Mastic One | 90,000 pounds | Sourcewell | #050625-CFC | Sherwin Industries | 7/7/2029 |
| Hot Mix Asphalt | 2,200 tons | WisDOT | Annual Per Project | Northeast Asphalt | - |
| Tack Coat | 200 gallons | WI DOT | Annual Per Project | Northeast Asphalt | - |
| High Performance Cold Patch | 100 tons | As Needed | Best Price - Availability | Sheboygan County | - |
| Reflective Glass Spheres/Beads | 46,000 pounds | VendorNet | 395002-M25-0510613-000-01 | Potters Industries | 10/15/2026 |
| Acrylic Waterborne Highway Paint | 5,700 gallons | VendorNet | 395002-M24-0510541 | PPG Ennis | 12/15/2025 |
| Sand, Stone, Gravel, Topsoil | 2,000 tons | WI DOT | Annual Per Project | Peters Concrete/Northeast Asphalt | - |
| Road Salt (crushed NaCl) | 7,000 tons | WI DOT | Annual Per Project | State of WI – Annual Order | 03/01/022x |

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # O.6

To approve the request by Department of Public Works to purchase three (3) traffic signal controller cabinets through the WisDOT State Cooperative Purchasing Contract for a total cost of $64,167.00.

## BACKGROUND

Three (3) traffic signal controller cabinets were recently damaged in vehicle crashes. DPW Electrical Section made temporary repairs to keep maintain traffic signal operation. But the cabinets and associated hardware need to be replaced. Electrical Section found all necessary repair hardware available through the WisDOT State Cooperative Purchasing Contract, for a total cost of $64,167. The cost of repair parts, labor and equipment use will be invoiced to damaging parties. DPW requests permission to proceed with this acquisition.

## RECOMMENDATION

To approve the purchase of 3 traffic control cabinets.

## FISCAL IMPACT

$64,167.

## ATTACHMENTS

1. 667443 QT

**TRAFFIC CONTROL CORPORATION**
5651 MEMORIAL AVENUE
OAK PARK HEIGHTS, MN 55082
PHONE: 651-439-1737

# QUOTATION

## Number 667443



**To:** 11081
GREEN BAY, CITY OF
100 N JEFFERSON ST
CITY HALL
ROOM 101
GREEN BAY WI 54301 USA

**Attn:**
**Email:**
**Phone:** 920-448-3010 **Fax:** 920-448-3050

**Quote Date:** 10/29/2025 **Expires:** 12/28/2025
**Terms:** NET 30 BASED ON APPROVED CREDIT
**FOB:** DESTINATION-FRT INCLUDED
**Salesperson:** MATT ALLWOOD
**Email:** MAllwood@TCC1.com
**Phone:** 651-439-1737

**Letting Date:** **Location:** CITY OF GREEN BAY
**Book / Call / Item:** **Description:** TRAFFIC SIGNAL CONTROLLER & CABINET
**Contract No:** WISDOT # 395002-M22-0510465

| Part Number / Description | Unit Price | Qty/UM | Net Price |
|---|---|---|---|
| **F73692**<br>(504) CONTROLLER, COBALT, C, TYPE 2, DATA KEY, EOS: ECONOLITE, COBC22100000000000 | 4,340.00 | 3.00 EA | 13,020.00 |
| **NEMA TS2 TYPE 1 TRAFFIC SIGNAL CONTROL CABINET**<br>55" ECONOLITE 16 POSITION TS2 TYPE 1 CABINET, INCLUDES POWER SUPPLY, 3 BIU, 4 FTR, 1 FLASHER<br>* WISDOT CONTRACT $12,750<br>EDI MMU2 SMART MONITOR<br>* WISDOT CONTRACT $1,565<br>LIGHTING PANEL<br>*WISDOT CONTRACT $595<br>CABINET HEATER<br>*WISDOT CONTRACT $160<br>SURGE WUPPRESSOR, TRIPP LITE<br>*WISDOT CONTRACT $175<br>16 LOAD SWITCHES<br>* WISDOT CONTRACT $44 EACH<br>GENERATOR TRANSFER SWITCH<br>*WISDOT CONTRACT $1,100<br><br>*CABINET DOES NOT INCLUDE ANY INTERCONNECT EQUIPMENT* | 17,049.00 | 3.00 EA | 51,147.00 |

| | |
|---|---|
| Item Total: | 64,167.00 |
| Misc Charges and Adjustments: | 0.00 |
| **Quote Total:** | **64,167.00** |

*Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order. Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.*

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # O.7

To approve the request by Department of Public Works to enter into State Municipal Financial Agreements for City of Green Bay, Main Street from IH 43 – Baird Street; City of Green Bay, University Avenue from Main Street to University Way; and City of Green Bay, West Mason Street from Pleasant Lane to Ashland Avenue.

## BACKGROUND

State Municipal Financial Aid agreements are for state work within connecting highways. These agreements outline the scope of the project and the cost share between the City of Green Bay and WisDOT.

## RECOMMENDATION

To approve the Department of Public Works to enter into State Municipal Financial Agreements for City of Green Bay, Main Street from IH 43 – Baird Street; City of Green Bay, University Avenue from Main Street to University Way; and City of Green Bay, West Mason Street from Pleasant Lane to Ashland Avenue.

## FISCAL IMPACT

City's matching contributions would be funded in future CIP budgets.

## ATTACHMENTS

1. 14501000_70 USH 141 C GREEN BAY IH 43 - BAIRD STREET SMFA ORG 12082025
2. 14803100_70 STH 54 C GREEN BAY MAIN ST TO UNIVERSITY AVE SMFA ORG 12082025
3. 4690000_70 STH 54 C GREEN BAY PLEASANT LANE TO ASHLAND AVENUE SMFA ORG 12082025 DRAFT1

| | | |
|---|---|---|
| | **Original**<br>**STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** | Date: 12/8/2025<br>I.D.: 1450-10-00/70<br>Road Name: USH 141<br>Title: C GREEN BAY, MAIN STREET<br>Limits: IH 43 – BAIRD STREET<br>County: BROWN<br>Roadway Length: 2.80 Miles |

The signatory **city of Green Bay,** hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

**Existing Facility:**

Project is located within connecting highway limits of the City of Green Bay. Roadway consists of four travel lanes of concrete pavement with curb, gutter, storm sewer, and intermittent sidewalk. There are two locations of project limits:

- Non-connecting highway portion of the project is from north side of IH-43 overpass structure B-05-196 and continues north to Manitowoc Road intersection. (1.43 miles)
- Connecting highway portion of the projects begins at the Lime Kiln Road intersection and continues north to Baird Street. (1.37 miles)

**Proposed Improvement:**

Proposed work includes maintenance level improvements of the existing facility which includes concrete repair, replacing disturbed pavement markings, spot curb and gutter repair, and potential concrete grinding. Curb ramps will be improved under separate/tied construction project 1450-10-01/71.

As part of the project, north wing walls are anticipated to be replaced on structure C-05-0092.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality**:

None. Non-participating work will be determined as the project continues through the scoping and design process.

**TABLE 1: SUMMARY OF COSTS**

| Phase | Total Est. Cost | Federal/State Funds | % | Municipal Funds | % |
|---|---|---|---|---|---|
| 1450-10-00 | | | | | |
| Preliminary Engineering: | | | | | |
| Plan Development | $ 200,000 | $ 175,600 | 87.8% | $ 24,400 | 12.2% |
| N/A | | | | | |
| Real Estate Acquisition: | | | | | |
| Acquisition | $ - | $ - | | $ - | |
| 1450-10-70 | | | | | |
| [1]Construction: | | | | | |
| Roadway (cat 0010) | $ 2,225,000 | $ 2,225,000 | 100% | $ - | 0% |
| C-05-0092 (cat 0020) | $ 25,000 | $ 25,000 | 100% | | 0% |
| subtotal 1450-10-70: | $ 2,250,000 | $ 2,250,000 | | $ - | |
| **Total Cost Distribution** | **$ 2,450,000** | **$ 2,425,600** | | **$ 24,400** | |

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages 3 – 5); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement[1]. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the **city of Green Bay**

Name Title

Signature Date

Signed for and on behalf of the **State**

Name Title

Signature Date

[1]Review or creation of new SMMA signed by the municipality and the state is only applicable to non-connecting highway portion of the project. A SMMA is not required for connecting highways.

**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

(f) Parking lane costs.

(g) Applicable to only non-connecting highway roadways: Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(g) Applicable to only connecting highway roadways: Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Applicable to only connecting highway roadways: Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Applicable to only connecting highway roadways: Conditioning, if required, and maintenance of detour routes.

(j) Applicable to only connecting highway roadways: Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) **Preliminary Engineering:** Plan Development – 1450-10-00

In accordance with the States connecting highway cost share policy (PMM 03-25-05), the Municipality is responsible for 25 percent of the design engineering for connecting highway projects.

In accordance with the States non-connecting highway cost share policy (PMM 03-25-05), the State is responsible for all design engineering costs that are necessary for the roadway construction project. Additional design work, at the request of the municipality, may require local participation.

Non-connecting highway length = 1.43 miles

Connecting highway length = 1.37 miles

$$\frac{[1.43 \text{ miles} \times 0\% \text{ Municipal Cost Share}] + [1.37 \text{ miles} \times 25\% \text{ Municipal Cost Share}]}{2.8 \text{ Miles total project length}} = 12.2\%$$

Municipality cost share = 12.2%

(b) **Real Estate Acquisition**

Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% State participation and must be acquired in the municipality's name. Real estate required for parking lanes is not eligible.

Real estate is not anticipated as part of this project due to the maintenance level improvement concept.

(c) **Construction:** 1450-10-70

Cost Share or Non-Participating items will be determined as the project continues through the scoping and design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

| | | |
|---|---|---|
| | **Original**<br>**STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** | Date: 12/8/2025<br>I.D.: 1480-31-00/70<br>Road Name: STH 54<br>Title: C GREEN BAY, UNIVERSITY AVENUE<br>Limits: MAIN STREET – UNIVERSITY WAY<br>County: BROWN<br>Roadway Length: 2.53 MILES |

The signatory **city of Green Bay,** hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

**Existing Facility:**

Project is located within connecting highway limits of the City of Green Bay. Roadway consists of four travel lanes of concrete pavement with curb, gutter, storm sewer, and sidewalk.

**Proposed Improvement:**

Proposed work includes maintenance level improvements of the existing facility including concrete repair, replacing disturbed pavement markings, spot curb and gutter repair, and potential concrete grinding. Curb ramps will be improved under separate/tied construction project 1480-31-01/71.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality**: None. Non-participating work will be determined as the project continues through the scoping and design process.

**TABLE 1: SUMMARY OF COSTS**

| Phase | Total Est. Cost | Federal/State Funds | % | Municipal Funds | % |
|---|---|---|---|---|---|
| 1480-31-00 | | | | | |
| Preliminary Engineering: | | | | | |
| Plan Development | $ 200,000 | $ 150,000 | 75% | $ 50,000 | 25% |
| N/A | | | | | |
| Real Estate Acquisition: | | | | | |
| Acquisition | $ - | $ - | | $ - | |
| 1480-31-70 | | | | | |
| [1]Construction: | | | | | |
| Roadway (cat 0010) | $ 3,210,000 | $ 3,210,000 | 100% | $ - | 0% |
| subtotal1480-31-70: | $ 3,210,000 | $ 3,210,000 | | $ - | |
| **Total Cost Distribution** | **$ 3,410,000** | **$ 3,360,000** | | **$ 50,000** | |

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages 3 - 4); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the **city of Green Bay**

Name Title

Signature Date

Signed for and on behalf of the **State**

Name Title

Signature Date

**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

   (f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Conditioning, if required, and maintenance of detour routes.

(j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) **Preliminary Engineering:** Plan Development – 1480-31-00

In accordance with the States connecting highway cost share policy (PMM 03-25-05), the municipality is responsible for 25 percent of the design engineering for connecting highway projects.

(b) **Real Estate Acquisition**

Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% State participation and must be acquired in the municipality's name. Real estate required for parking lanes is not eligible.

Real estate is not anticipated as part of this project due to the maintenance level improvement concept.

(c) **Construction:** 1480-31-70

Cost Share or Non-Participating items will be determined as the project continues through the scoping and design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

| | | |
|---|---|---|
| | **Original**<br>**STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** | Date: 12/8/2025<br>I.D.: 4690-00-00/70<br>Road Name: STH 54<br>Title: C GREEN BAY, WEST MASON STREET<br>Limits: PLEASANT LANE – ASHLAND AVENUE<br>County: BROWN<br>Roadway Length: 5.37 Miles |

The signatory **city of Green Bay,** hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

**Existing Facility:**

Project is located within connecting highway limits of the city of Green Bay. Roadway consists of four travel lanes of concrete pavement with curb, gutter, and storm sewer. Sidewalk is present intermittently throughout the project limits.

**Proposed Improvement:**

Proposed work includes maintenance level improvements of the existing facility including concrete repair, replacement of disturbed pavement markings, and potential grinding of the existing concrete pavement. Curb ramps will be improved under separate/tied construction project 4690-00-01/71.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality**: None. Non-participating work will be determined as the project continues through the scoping and design process.

**TABLE 1: SUMMARY OF COSTS**

| Phase | Total Est. Cost | Federal/State Funds | % | Municipal Funds | % |
|---|---|---|---|---|---|
| 4690-00-00 | | | | | |
| Preliminary Engineering: | | | | | |
| Plan Development | $ 284,500 | $ 213,375 | 75% | $ 71,125 | 25% |
| N/A | | | | | |
| Real Estate Acquisition: | | | | | |
| Acquisition | $ - | $ - | | $ - | |
| 4690-00-70 | | | | | |
| [1]Construction: | | | | | |
| Roadway (cat 0010) | $ 6,031,400 | $ 6,031,400 | 100% | $ - | 0% |
| subtotal 4690-06-70: | $ 6,031,400 | $ 6,031,400 | | $ - | |
| **Total Cost Distribution** | **$ 6,315,900** | **$ 6,244,775** | | **$ 71,125** | |

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages 3 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the **city of Green Bay**

Name Title

Signature Date

Signed for and on behalf of the **State**

Name Title

Signature Date

**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

   (f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Conditioning, if required, and maintenance of detour routes.

(j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

(a) **Preliminary Engineering: Plan Development – 4690-00-00**

In accordance with the States connecting highway cost share policy (PMM 03-25-05), the municipality is responsible for 25 percent of the design engineering for connecting highway projects.

(b) **Real Estate Acquisition – N/A**

Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% State participation and must be acquired in the municipality's name. Real estate required for parking lanes is not eligible.

Real estate is not anticipated as part of this project due to the maintenance level improvements. Improvements are anticipated to occur within the existing right-of-way.

(c) **Construction: 4690-00-70**

Cost Share or Non-Participating items will be determined as the project continues through the scoping and design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Valerie Joosten, Public Works Director |

## AGENDA ITEM # O.8

To approve the request by Department of Public Works to adopt the Proposed 2026 Sanitary Sewer Service Charges.

## BACKGROUND

The sanitary sewer service charges are determined annually based on the City of Green Bay's approved budget and Green Bay Metropolitan Sewage District 2026 rates. Rates are calculated for non-monitored (e.g. residential, commercial) and monitored (industrial) customers.

## RECOMMENDATION

To approve the proposed 2026 Sanitary Sewer Service Charges.

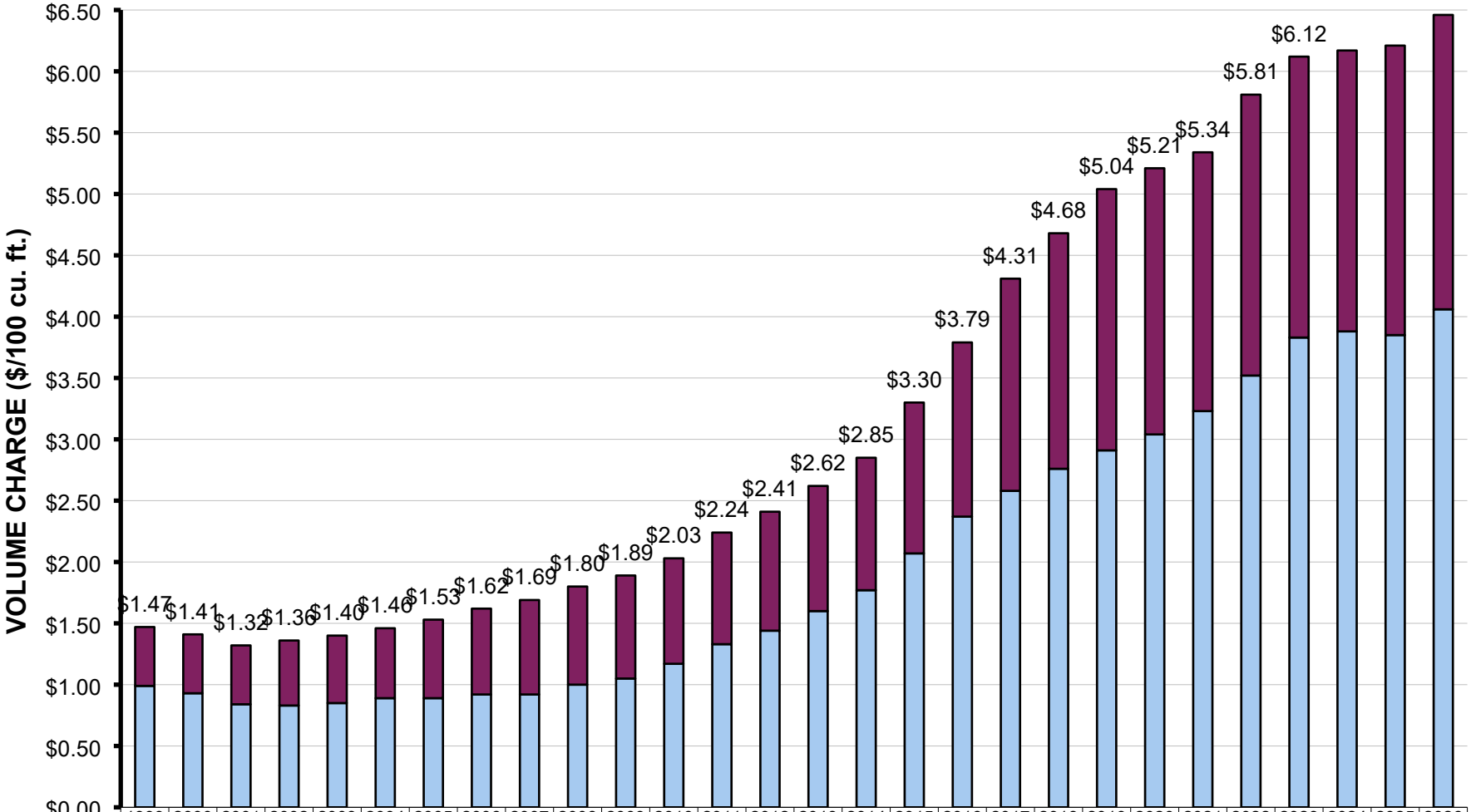
## FISCAL IMPACT

The proposed rates are based on the City's approved 2026 Sanitary Sewer District Budget.

## ATTACHMENTS

1. I&S - 2026 Sanitary Sewer District Rate History Graph
2. 1999-2026 Sanitary Sewer Rate History
3. 2026 Proposed Sanitary Sewer Service Charges

# SANITARY SEWER DISTRICT RATE HISTORY




| | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL | $1.47 | $1.41 | $1.32 | $1.36 | $1.40 | $1.46 | $1.53 | $1.62 | $1.69 | $1.80 | $1.89 | $2.03 | $2.24 | $2.41 | $2.62 | $2.85 | $3.30 | $3.79 | $4.31 | $4.68 | $5.04 | $5.21 | $5.34 | $5.81 | $6.12 | $6.17 | $6.21 | $6.46 |
| CITY | $0.48 | $0.48 | $0.48 | $0.53 | $0.55 | $0.57 | $0.64 | $0.70 | $0.77 | $0.80 | $0.84 | $0.86 | $0.91 | $0.97 | $1.02 | $1.08 | $1.23 | $1.42 | $1.73 | $1.92 | $2.13 | $2.17 | $2.11 | $2.29 | $2.29 | $2.29 | $2.36 | $2.40 |
| GBMSD | $0.99 | $0.93 | $0.84 | $0.83 | $0.85 | $0.89 | $0.89 | $0.92 | $0.92 | $1.00 | $1.05 | $1.17 | $1.33 | $1.44 | $1.60 | $1.77 | $2.07 | $2.37 | $2.58 | $2.76 | $2.91 | $3.04 | $3.23 | $3.52 | $3.83 | $3.88 | $3.85 | $4.06 |

YEAR

## SANITARY SEWER DISTRICT RATE HISTORY
## (1999 - 2026)

| | VOLUME CHARGE NON-MONITORED USERS | | | MINIMUM CHARGE NON-MONITORED USERS | | | | QUARTERLY CHARGE (AVERAGE RESIDENTIAL | |
|---|---|---|---|---|---|---|---|---|---|
| YEAR | GBMSD | CITY | TOTAL | I/I | VOLUME | BILLING | TOTAL | CUSTOMER) | BUDGET |
| 1999 | $0.99 | $0.48 | $1.47 | $3.00 | $4.41 | $5.40 | $12.81 | $39.27 | $12,744,500.00 |
| 2000 | $0.93 | $0.48 | $1.41 | $3.00 | $4.23 | $5.51 | $12.74 | $38.12 | $12,300,000.00 |
| 2001 | $0.84 | $0.48 | $1.32 | $3.00 | $3.96 | $5.62 | $12.58 | $36.34 | $14,744,000.00 |
| 2002 | $0.83 | $0.53 | $1.36 | $3.12 | $4.08 | $5.44 | $12.64 | $37.12 | $14,601,010.00 |
| 2003 | $0.85 | $0.55 | $1.40 | $3.12 | $4.20 | $5.44 | $12.76 | $37.96 | $14,707,890.00 |
| 2004 | $0.89 | $0.57 | $1.46 | $3.27 | $4.38 | $5.61 | $13.30 | $39.58 | $14,914,160.00 |
| 2005 | $0.89 | $0.64 | $1.53 | $3.91 | $4.59 | $4.94 | $13.50 | $41.04 | $15,165,010.00 |
| 2006 | $0.92 | $0.70 | $1.62 | $4.29 | $4.86 | $4.62 | $13.80 | $42.96 | $15,234,270.00 |
| 2007 | $0.92 | $0.77 | $1.69 | $4.80 | $5.07 | $4.63 | $14.50 | $44.92 | $15,523,730.00 |
| 2008 | $1.00 | $0.80 | $1.80 | $5.23 | $5.40 | $4.74 | $15.40 | $47.80 | $15,700,210.00 |
| 2009 | $1.05 | $0.84 | $1.89 | $5.41 | $5.67 | $5.33 | $16.40 | $50.42 | $13,977,596.00 |
| 2010 | $1.17 | $0.86 | $2.03 | $5.72 | $6.09 | $5.57 | $17.40 | $53.94 | $15,658,490.00 |
| 2011 | $1.33 | $0.91 | $2.24 | $6.52 | $6.72 | $5.06 | $18.30 | $58.62 | $16,355,716.00 |
| 2012 | $1.44 | $0.97 | $2.41 | $6.60 | $7.23 | $5.01 | $18.80 | $62.18 | $17,593,540.00 |
| 2013 | $1.60 | $1.02 | $2.62 | $6.67 | $7.86 | $5.07 | $19.60 | $66.76 | $17,183,170.00 |
| 2014 | $1.77 | $1.08 | $2.85 | $6.00 | $8.55 | $5.42 | $20.00 | $71.30 | $18,623,220.00 |
| 2015 | $2.07 | $1.23 | $3.30 | $6.59 | $9.90 | $5.41 | $21.90 | $81.30 | $20,000,120.00 |
| 2016 | $2.37 | $1.42 | $3.79 | $8.98 | $11.37 | $5.57 | $25.90 | $94.12 | $21,522,582.00 |
| 2017 | $2.58 | $1.73 | $4.31 | $9.00 | $12.93 | $5.56 | $27.60 | $105.18 | $24,325,816.00 |
| 2018 | $2.76 | $1.92 | $4.68 | $9.74 | $14.04 | $5.93 | $29.70 | $113.94 | $25,995,950.00 |
| 2019 | $2.91 | $2.13 | $5.04 | $10.72 | $15.12 | $5.90 | $31.70 | $122.42 | $28,754,196.00 |
| 2020 | $3.04 | $2.17 | $5.21 | $10.24 | $15.63 | $6.41 | $32.30 | $126.08 | $31,012,511.00 |
| 2021 | $3.23 | $2.11 | $5.34 | $11.52 | $16.02 | $6.66 | $34.10 | $130.22 | $31,176,695.00 |
| 2022 | $3.52 | $2.29 | $5.81 | $11.57 | $17.43 | $6.94 | $35.90 | $140.48 | $31,181,361.00 |
| 2023 | $3.83 | $2.29 | $6.12 | $11.55 | $18.36 | $8.02 | $37.90 | $148.06 | $34,384,298.00 |
| 2024 | $3.88 | $2.29 | $6.17 | $15.18 | $18.52 | $8.50 | $41.20 | $152.26 | $34,761,601.00 |
| 2025 | $3.85 | $2.36 | $6.21 | $20.21 | $18.63 | $8.88 | $47.72 | $159.50 | $34,854,981.00 |
| 2026 | $4.06 | $2.40 | $6.46 | $20.31 | $19.38 | $8.92 | $48.61 | $164.89 | $35,138,848.00 |
| **% CHANGE** | **5.45** | **1.69** | **4.03** | **31.43** | **0.87** | **5.99** | **8.71** | **2.84** | **1.10** |

**NOTE:**

1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 256/420/6.9/40.6 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.

2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft. ) for such items as administrative costs, sewer repair, maintenance charges, etc.

3) I/I CHARGE = Quarterly charge for infiltration/inflow.

4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.

5) BILLING CHARGE = Cost for water Department to prepare bill.

6) QUARTERLY CHARGE (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

12/5/24

**CITY OF GREEN BAY**
**PROPOSED 2026**
**SANITARY SEWER SERVICE CHARGES**

## SECTION 42-30. (c)1. NON-MONITORED USERS

(c)1.a. Normal Sewage Strength Parameters — Five Year Average

| | |
|---|---|
| Biochemical Oxygen Demand (BOD) | = 272 ppm |
| Suspended Solids (S.S.) | = 387 ppm |
| Phosphorous | = 6.9 ppm |
| Total Kjeldahl Nitrogen (TKN) | = 45.4 ppm |

(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

(c)1.c. Customer Charge

| Meter Size (Inches) | Monthly Billed Customers Allowance (100 c.f.) | Monthly Billed Customers Amount ($) | Quarterly Billed Customers Allowance (100 c.f.) | Quarterly Billed Customers Amount ($) |
|---|---|---|---|---|
| 5/8 or 3/4 | 1 | $ 22.10 | 3 | $ 48.60 |
| 1 | 3 | 38.70 | 9 | 96.40 |
| 1 1/2 | 5 | 55.20 | 15 | 144.20 |
| 2 | 10 | 97.60 | 30 | 266.10 |
| 3 | 20 | 221.50 | 60 | 628.80 |
| 4 | 30 | 324.20 | 90 | 901.40 |
| 6 | 65 | 624.50 | 195 | 1,748.60 |
| 8 | 175 | 1,416.00 | 510 | 3,972.70 |
| 10 | 250 | 2,006.00 | 750 | 5,750.40 |

c.f. = cubic feet

(c)1.d. Volume Charge

Green Bay Metropolitan Sewage District (GBMSD) Rates for the current period are:

Volume: .....$1.44635/1,000 gallons
BOD:.....$0.61064/pound
Suspended Solids.....$0.61737/pound
Phosphorous: .....$2.93279/pound
TKN: .....$1.13171/pound

**CITY OF GREEN BAY**
**PROPOSED 2026**
**SANITARY SEWER SERVICE CHARGES**

Based on GBMSD Rates, Volume Charges are as follows:

The GBMSD charge shall be: .....$4.06/100 cubic feet
The City charge shall be: .....$2.40/100 cubic feet
The total volume charge shall be: .....$6.46/100 cubic feet

**SECTION 42-30. (c)2. MONITORED USERS**

Abnormal Strength Sewage

(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge + Sampling Charge

(c)2.b. Monthly Customer Charge

$318.00 per month

(c)2.c. Quantity Charges

| | GMBSD Rate | City Rate | Total Rate |
|---|---|---|---|
| Volume: | $1.08187/100 c.f.[(a)] | $2.40/100 c.f. | $3.48187/100 c.f. |
| BOD: | $0.61064/pound | -- | $0.61064/pound |
| SS: | $0.61737/pound | -- | $0.61737/pound |
| Phosphorous: | $2.93279/pound | -- | $2.93279/pound |
| TKN: | $1.13171/pound | -- | $1.13171/pound |

[(a)]Equivalent to $1.29313/1,000 gallons
c.f. = cubic feet

(c)2.e. Sampling Charge

Sample Collection ($16.00) & Analysis ($60.75) = $76.75 per sample
Sampler Rental = $50.00 per day

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | James Brunette |

## AGENDA ITEM # O.9

To approve the request by Department of Public Works to award a design contract to Ayres and Associates for the N. Maple Avenue reconstruction project in the amount of $95,430.00.

## BACKGROUND

North Maple will be reconstructed from W. Walnut Street north to Mather Street. The design is scheduled to be completed this winter and the construction is scheduled for the summer of 2026. Ayres has designed local streets in the City of Green Bay, with the latest example being E. Mason Street from Jaster Street to Bader Street.

## RECOMMENDATION

DPW recommends awarding the design contract to Ayres Associates in the amount of $95,430.00.

## FISCAL IMPACT

$95,430 is included in the CIP Budget.

## ATTACHMENTS

1. Ayres Associates Proposal N. Maple Avenue

# N. Maple Avenue Reconstruction

W. Walnut Street to Mather Street

City of Green Bay

December 9, 2025

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com

AYRES
Ingenuity, Integrity, and Intelligence.

December 9, 2025

Valerie Joosten, PE, Director of Public Works
Room 300, City Hall, 100 N. Jefferson Street
Green Bay, WI 54301

Re: RFP – N. Maple Avenue Reconstruction (W. Walnut Street to Mather Street)

Dear Ms. Joosten and Selection Committee:

Ayres offers you the most efficient path to completing the reconstruction of N. Maple Avenue for the City of Green Bay. Meeting the City's schedule and offering cost-effective solutions are also important elements in making this project successful. We have served Wisconsin cities and communities like yours since our founding in 1959, providing efficient, comprehensive civil engineering; roadway design; sanitary, stormwater, and utility design; as well as construction management and oversight services.

Here's what makes us a good fit to serve the City of Green Bay:

- **Local Knowledge:** With our local office here in Green Bay, our staff drive on the very roadways we have previously helped your City envision and reconstruct. We recently worked with the City on the design of E. Mason Street Reconstruction working closely to implement with the City design requirements.
- **Optimized Schedule in an Urban Setting:** The design team identified for this project has completed numerous street and utility design replacement projects and has the ability and expertise to start immediately on the N. Maple Avenue Reconstruction project. Our team has similar current experience working on road projects in which the municipality has designed both sanitary sewer and water main for inclusion into the current road reconstruction project. We plan to optimize our full staff level to meet an aggressive schedule that exceeds the City's needs and expectations.
- **Fair Value:** This goes beyond fair market pricing for services and accurate and timely billing; it also means adopting policies and procedures that are responsive, client-friendly, and adaptable. We have long exercised the practice of project flexibility, thereby minimizing project expense for all associated parties.

One Addendum was issued for this RFP and we acknowledge the answers received on December 5, 2025, within that addendum to the questions that were submitted for clarification.

Thank you for considering Ayres' qualifications. If you have any questions or need more information, please contact me.

Sincerely,
Ayres Associates Inc.

Brett M. Glaeser, Project Manager
Direct: 262.522.4914 | Cell: 920.323.9724
GlaeserB@AyresAssociates.com

Michael D. Payant, Manager – Engineering Services
Direct: 262-522-4915 | Cell: 262.903.4053
PayantM@AyresAssociates.com




Ayres' Green Bay Office

## Firm Details

**Main Office:**

Ayres Associates Inc.

3433 Oakwood Hills Parkway

Eau Claire, WI 54701-7698

715.834.3161

**Green Bay (local) Office:**

700 Pilgrim Way, Suite 180

Green Bay, WI 54304

920.498.1200

**Contact:**

Brett Glaeser, Project Manager

920.323.9724

**Website:**

www.AyresAssociates.com

**Years in Business:**

66 (since 1959)

**Employees:**

406 (company), 59 (local office)

# Firm History

By the very nature of his work, our founder Owen Ayres was dedicated to the details.

A structural engineer, Owen knew anything he set out to build was only as sturdy and reliable as its foundation – and that, combined with ingenuity, integrity, and intelligence, is what made the difference between a structure destined to fail and a structure sure to last.

In 1959, Owen founded Ayres atop a steadfast foundation of honesty, innovation, and good old-fashioned hard work – and a vision for a firm that revolved around strong, reliable partnerships.

From strong, thoughtful design comes lasting structure – and with our unshakable foundation of ingenuity, integrity, and intelligence, we're built to continue Owen's legacy for decades to come. With a team of nearly 400 innovative problem-solvers in 12 locations nationwide, we stand with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment.

Clients notice our project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project.

**Ayres Services:**

- Civil + Municipal Engineering
- Structural Design + Inspection
- Surveying + Aerial Mapping
- Transportation
- Environmental
- Water Resources + River Engineering
- Landscape Architecture
- Planning + Development
- Mechanical, Electrical, Plumbing

## Our Core Values

Smart, Creative Solutions | Clients As Partners | Business with Integrity | Challenge, Support, and Recognize our Employee Owners | Commitment to Community

**GREEN BAY STAFF:**

59 total staff, including:

- 7 PEs in municipal engineering and 4 technical staff who support the 7 PEs
- 11 PEs in transportation engineering, including 2 structural engineers, 3 construction observation engineers, and 1 traffic engineer; also 8 technical staff who support the 11 PEs
- 2 certified bridge inspectors (Cory Thomson and Kris Olson)
- 3 stormwater/water resources PEs

**MUNICIPAL/ENGINEERING STAFF OUTSIDE GREEN BAY:**

345 total staff, including:

- 15 PEs in municipal engineering and 14 technical staff who support the 15 PEs
- 34 PEs in transportation engineering, including 11 structural engineers, 3 construction observation engineers, and 3 traffic engineers; also 27 technical staff who support the 34 PEs
- 9 certified bridge inspectors and 11 assistant inspectors and other support staff
- 19 stormwater/water resources PEs and 23 technical staff who support the 19 PEs

Ayres functions as the primary engineer for 23 municipalities in Wisconsin; is one of multiple engineering service providers for 47 other communities in Wisconsin; and provides such services periodically to many more communities. In this role, we provide engineering services for municipal projects ranging from downtown planning to street and utility reconstruction to business park and residential subdivision development. The list below shows the communities along with the year Ayres was designated the primary engineer or the year when Ayres became one of the community's primary providers.

**Those in bold are served by the Green Bay office.**

**City of Gillett – since 2020; with consistent project work since 2000**
City of Hayward – since 2006
City of Medford – since 1995
City of Mellen – since 2018
City of Phillips – since 1990
City of Stanley – since 2021
City of Washburn – since 2020
**Village of Crivitz – since 2019**
Village of Edgar – since 2020
Village of Fall Creek – since 2022
**Village of Forestville – since 2005**
**Village of Lena – since 2007**
Village of Plum City – since 2006
**Village of Pound – since 2021**
Village of Prentice – since 1991
**Village of Reedsville – since 2005**
Village of Roberts – since 1995
Village of Solon Springs – since 2006
**Village of Suamico – since 2006**
**Town of Brothertown – since 2018**
**Town of Red River – since 2020**
Town of Star Prairie – since 2005

Ayres is not exclusive but is a primary engineering service provider for:

City of Alma – since 1999
City of Altoona – since 2013
**City of Antigo – since 2001**
City of Ashland – since 2000
City of Colby – since 2006
City of Cumberland Municipal Utilities – since 2007
City of Delavan – since 2000
City of Eau Claire – since 1960s
City of Greenfield – since 2013
City of Independence – since 1990
City of Janesville – since 2008
City of Kenosha – since 2015
City of Ladysmith – since 2003
City of Madison – since 1994
City of Manitowoc – since 2011
**City of Marinette – since 1976**
City of Oconomowoc – since 2004
City of Osseo – since 2006
City of Racine – since 2008
**City of Shawano – since 2016**
City of Stoughton – since 2010
City of Watertown – since 2000
City of Waukesha – since 1993
City of Wauwatosa – since 2002
City of West Allis – since 2002
**Green Bay Water Utilities – since 2015**
**Village of Allouez – since 2013**
**Village of Ashwaubenon – since 2003**
Village of Baldwin – since 2000
Village of Boyd – since 2014
Village of Brown Deer – since 2001
Village of Colfax – since 1999
Village of Elm Grove – since 2016
Village of Grafton – since 2012
Village of Lake Hallie – since 2003
Village of Menomonee Falls – since 2014
Village of Pleasant Prairie – since 2016
Village of Shorewood – since 2011
Village of Strum – since 1959
Village of Superior – since 2007
Village of Wheeler – since 2000
**Town of Algoma – since 2015**
Town of Grand Chute – since 2019
Town of Grover – since 2017
**Town of Minocqua – since 2021**
Town of Morrison – since 2024
Town of Pierce – since 2024
Milwaukee County – since 1998
Waukesha Water Utility – since 2005

# Firm Experience/Capabilities

Ayres has successfully completed **many recent urban and rural street and utility projects** through state- and client-funded processes, **including the Wisconsin Department of Transportation's (WisDOT's) Surface Transportation Program and Bipartisan Infrastructure Law**. Projects have ranged from total reconstruction to basic overlays, with roadways ranging from crushed aggregate base course tops to asphalt and concrete designs with curb and gutter, as well as storm sewer and drainage improvements.

## Urban Street Design

Ayres provides transportation engineering services to county, municipal, federal, state, and private sector clients in the design of all types of street design projects.

**Ayres excels at developing the detailed design of an urban roadway section** consisting of pavement, curb and gutter, islands, sidewalks, bicycle lanes, storm sewers, sanitary sewer, and water mains. Our experience includes city streets, residential streets, industrial parks, and areas with varying topography. Along with design drawings, we prepare estimates of quantities, construction specifications, erosion control plans, and traffic control plans.

## Design Support

Ayres is a full-service design firm that can assist the City with any needs that come up during the course of this project. We have a **structural group** if a need arises for any structures (e.g., retaining walls); a **traffic group** if a need arises for sight distance or turning movement analysis; **municipal staff** if a need arises for assistance with water or unique drainage structure improvements; an **environmental group**, which could assist if any hazardous materials are encountered; a **landscape architecture group**; **planners**; and a **construction group** that will be used for quality assurance/quality control as needed.

## Urban Reconstruction

Ayres excels at developing the detailed design of an urban roadway section consisting of pavement, curb and gutter, islands, sidewalks, and storm sewers, water mains, and sanitary sewers. Common applications of this section include city streets, residential streets, and industrial parks. Along with design drawings, estimates of quantities and construction specifications are prepared, and erosion control and traffic control plans are provided.



## Stormwater and Sewer

Ayres tackles challenges on projects involving bridges, dams, channel improvements, roadways, and floodplains. If your project needs to coexist with moving water, you'll find our passion, experience, and skill in hydraulic design invaluable. Our engineers and water resources team has experience with stormwater management and master planning, bridge and culvert hydraulics, floodplain mapping, flood control, and many other applications.



# Project Approach and Understanding

The City of Green Bay will be reconstructing N. Maple Avenue between W. Walnut Street and Mather Street. The project will incorporate sanitary sewer and water main design by the City Department of Public Works (DPW) and Green Bay Water Utility. The project will involve the replacement and repair of City-owned underground utilities such as sanitary sewer, water main, and storm sewer. In addition, the complete replacement of the roadway base will include construction of new pavement and sidewalk curb ramps.

The City has completed the topographic survey of the project corridor. The existing street is an asphalt street with a clear width of 26.5 feet face-of-curb to face-of-curb. The designers will design the proposed reconstructed street as an asphalt street with a new clear width of 30 feet face-of-curb to face-of-curb. The City Department of Public Works (DPW) will be designing the sanitary sewer. The Green Bay Water Utility will be designing the water main replacement. Ayres will insert these designs into the street and storm sewer plans, including generating the necessary pipeline plan and profiles.

Following completion of the design, Ayres will coordinate and complete applications to any necessary regulatory authorities including Wisconsin Department of Transportation, Brown County, and Wisconsin Department of Natural Resources. The City will then receive assistance during bidding and contract award prior to project construction beginning.

## Design Overview

We like to start every project with a kickoff meeting, where we listen to your goals, gather information you have on file, and discuss any potential issues. We would also like to discuss the public information meeting the City plans to have for the project and how the outcome of that meeting may affect our design work.

We anticipate businesses, churches, schools, and residents will be concerned about how the construction will impact their daily lives, such as their route to work or




**Green Bay's East Mason Street between Jaster Street and Bader Street was successfully reconstructed on a tight timeline.**

shopping, driveway access, the length of inconveniences, etc. Some may have special accessibility needs that will need to be addressed in a traffic control plan and during construction phasing.

Ayres will provide engineering services that include preliminary and final design submittals. The project team will coordinate the submittals noted in the schedule with the City of Green Bay at the kickoff/scoping meeting to determine how they will schedule them to maintain a timely project delivery.

The preliminary design submittal will include necessary geometric information and plan and profile sheets for the Department of Public Works and Green Bay Water Utility staff to complete their designs and provide back for integration into the project plan.

We will submit plans with construction details, alignments, profiles, cross sections, and preliminary cost estimates. As part of the preliminary design submittal, we will discuss traffic control detours, preliminary staging layouts, and pavement design.

The team will detail the final design and include all traffic control and staging, pavement design details, utility plan and profiles, roadway alignments and profiles, intersection and curb ramp details, erosion control, cross sections, and quantity sheets.

We will also conduct utility coordination to help ensure a smooth construction process. The submittal will include complete plans, City special provisions, and documents with all details, notes, and plan sheets necessary for the City to prepare the project for bidding. The team will submit all required permits upon the City's approval of the plans.

Ayres will then support the City during project bidding and assist in the development of any addenda and provide timely responses to contractor questions. Providing clarity and direction will help to ensure that the City receives the best possible prices for the project.

## Construction Overview

Successful completion of the N. Maple Avenue reconstruction won't end with the design and bidding process but will continue through construction. We will be available to answer any questions related to the pavement design and storm sewer design during project bidding and construction.



**Ayres provided design services for several road reconstruction projects for the Village of Ashwaubenon, including Oneida Street, Mike McCarthy Way, and Morris Avenue, pictured above.**

## Communication

Ayres knows that insufficient or inadequate communication can make a project difficult, and cause issues with deliverables, planning, and project execution. It is Ayres' mission to provide solid and ample communication before, during, and after the design and construction of N. Maple Avenue.

Ayres will establish communication standards at the kickoff meeting. For project deliverables, Ayres will help ensure communication with the City of Green Bay leading up to delivery in the City's preferred method. If Ayres gets review comments from the City, we will ask any questions and coordinate resubmittals if needed.

## Statement of Understanding and Positive Commitment

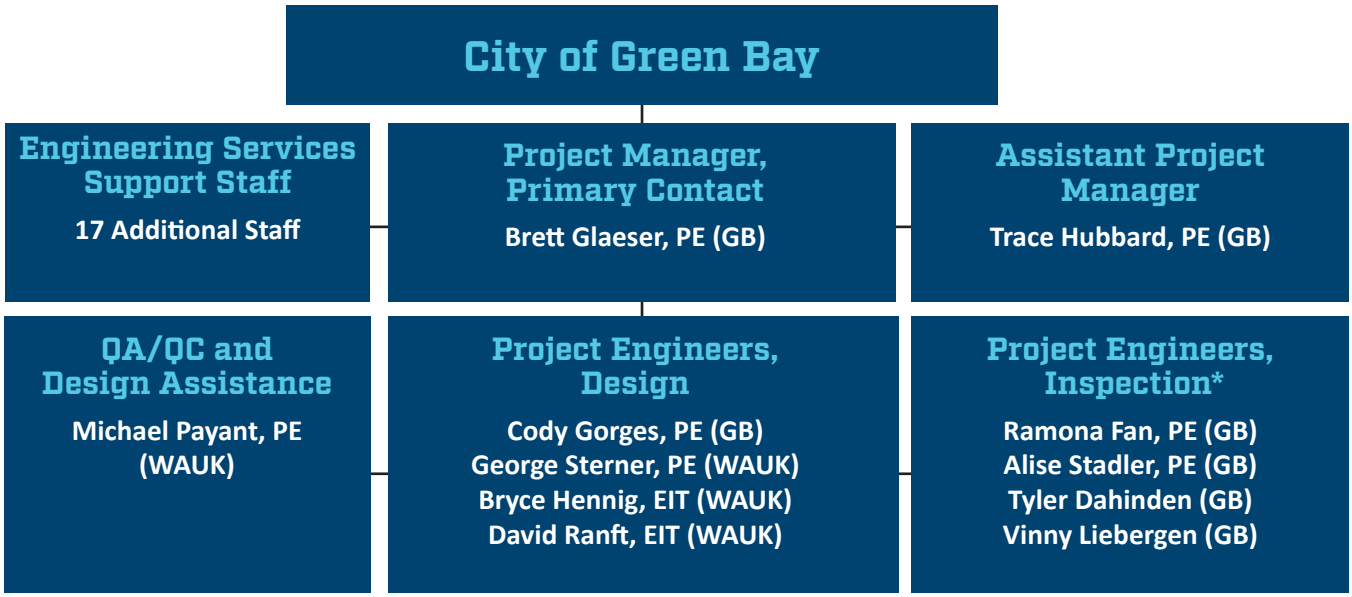
Our team has extensive experience in completing the tasks and activities associated with this Request for Proposals and listed under the Scope of Services. Our multidisciplinary approach will help ensure your plan incorporates industry best practices and provides the City with the guidance and support needed.

We perform these services in various capacities for a range of efforts, including roadway design and reconstruction, storm sewer and drainage design and utility improvements, and final comprehensive plans and reports.

We believe **the best way to build a plan is to have boots on the ground**, and we are committing to working through engagement events, in-person discussions, and conversations with key leaders to meet City staff and community residents where they are.

# Key Personnel

Ayres has assembled an experienced and knowledgeable team to serve the City of Green Bay on this street project. Our team of professional engineers, technicians, and support staff has successfully completed many similar street and utility reconstruction projects throughout Wisconsin, so you can be confident our team is the expert in design and construction management. Our staffing approach to your project, along with any support staff needed to accelerate the timeline, is detailed in the chart below. Resumes follow in this section.




## Ayres Support Disciplines

### Transportation
**Lead: Troy Robillard, PE (GB)**
**Total Staff: 47**

### Environmental
**Lead: Charlie Jensen, PG, CPG**
**Total Staff: 7**

### Planning, Funding, Grants
**Lead: Amanda Arnold, AICP (MAD)**
**Total Staff: 11**

### Traffic
**Lead: Andy Rowell, PE, PTOE (GB)**
**Total Staff: 5**

### Structural Design
**Lead: Kris Olson, PE, CBI (GB)**
**Total Staff: 17**

### Water Resources
**Lead: Adam Schneider, PE (GB)**
**Total Staff: 8**

### Survey
**Lead: Jake Jensen, PLS (GB)**
**Total Staff: 37**

### Structural Inspection
**Lead: Cory Thomson, PE, CBI (GB)**
**Total Staff: 23**

### Aerial Mapping/GIS
**Lead: Adam Derringer, GISP (MAD)**
**Total Staff: 27**

### Landscape Architecture
**Lead: Thomas Ramsey, PLA (EAU)**
**Total Staff: 8**

**Offices Legend**

(GB) – Green Bay
(EAU) – Eau Claire
(WAUK) – Waukesha
(MAD) – Madison

*If selected for construction



## Brett Glaeser, PE

### Project Manager

Brett, who joined Ayres in February 2017, provides project management and construction inspection services and designs sanitary sewer, storm sewer, water main, and roadway reconstruction projects. Brett has experience working in the public and private sectors, including inspecting water main, sanitary sewer, storm sewer, and paving projects; designing concrete curb, gutter, and sidewalk projects in the field; developing construction review reports; communicating with contractors on the status of projects; using WinSLAMM software for stormwater management plans; and providing survey and staking on street projects.

### Total Experience

8 Years

### Registrations

Registered Professional Engineer, WI

### Education

BS, Civil Engineering, Marquette University

### Select Experience

- Kewaunee CTH "C" (STH 29 to CTH "L") Roadway Design
- Menomonee Falls Stonefield Road Construction
- Menasha CTH "P" (Midway Road to STH 47) Reconstruction
- USH 8 Oneida County (STH 47 to CTH "P") Pavement Replacement
- Forest County CTH "C" over North Branch Oconto River Bridge Replacement and Soper Street Improvements
- Brown CTH "EE/CTH "EB" Roundabout
- Menomonee Falls Pilgrim Road Water Main Design
- Menomonee Falls Roosevelt Water Main Reconstruction
- Menomonee Falls Sheridan Drive and Hillcrest Drive to Ann Avenue Reconstruction
- Lodi Clar Mar Drive Design
- Green Bay South Webster Avenue Construction Inspection
- Waukesha Barstow Street/Riverfront Street Improvements
- Menomonee Falls Optimist Way Construction Services
- Kiel STH 32 Roadway Improvements and Reconstruction
- Menomonee Falls County Line Road Construction
- Brown County CTH "F" and CTH "S" Roundabout
- Beloit East Grand Avenue Downtown Reconstruction
- Brown County South Bridge Connector – GV-15
- Sheyboygan STH 23 Design
- Green Bay CTH GV-17 roadway design (STH 32 to CTH "PP")
- Outagamie County STH 47/CTH "A" Intersection



## Trace Hubbard, PE

### Assistant Project Manager

Trace joined Ayres' engineering services staff in 2015, bringing experience in the inspection of water main, sanitary sewer, and storm sewer installation. His duties with Ayres include a variety of municipal engineering design and construction phase tasks. Design tasks include infrastructure plan design development, technical specification development, quantity calculations, cost estimates, construction observation, and Civil 3D operation. Construction phase tasks include on-site observation and construction contract administration.

#### Total Experience

11 Years

#### Registrations

Registered Professional Engineer, WI

#### Education

BS, Civil Engineering, Michigan Technological University

#### Select Experience

- Green Bay East Mason Street Reconstruction (Jaster to Bader Street)
- Green Bay North Webster Avenue Reconstruction
- Ashwaubenon Cormier Road Infrastructure
- Ashwaubenon Mike McCarthy Way Reconstruction
- Sheboygan Falls Fond du Lac Avenue Reconstruction
- Oconto Falls STH 22 Infrastructure Reconstruction
- Oconto Falls Park Avenue Reconstruction
- Marinette Ludington, Main, and Wells Streets Improvements
- Grand Chute North McCarthy Road Improvements



## Michael Payant, PE

### Quality Assurance/Quality Control

Michael manages engineering services provided out of the Waukesha office. He has extensive experience in civil engineering for local governments and residential and commercial development – both as a private sector consultant and as a city engineer. He is responsible for developing and maintaining relationships with southeast Wisconsin clients. Among the areas of expertise Michael offers our valued clients are utility and roadway design and analysis, site development, capital planning, and infrastructure management. His project experience includes stormwater management, erosion control planning and design, infiltration/inflow studies, feasibility studies, facilities planning, industrial park and subdivision development, and construction management.

#### Total Experience

39 Years

#### Registrations

Registered Professional Engineer, WI

#### Education

MBA, Business Administration, Marquette University

BS, Civil Engineering, Marquette University

#### Select Experience

- Waukesha Asphalt Street Resurfacing and Utility Construction Services
- Menomonee Falls Stonefield Road Construction
- Menomonee Falls Pilgrim Road Water Main design
- Waukesha West Broadway and East Avenue
- Waukesha West St. Paul Avenue Reconstruction
- Beloit East Grand Avenue Downtown Reconstruction



## Cody Gorges, PE

### Stormwater Design

Cody, who joined Ayres' civil/municipal engineering staff in 2018, provides construction inspection services and design experience with stormwater management and site development. Design tasks include preparing site plans, storm sewer system design and modeling, culvert design and modeling, completing drainage studies and reports, and the design of stormwater management practices. Construction observation services include water main, sanitary sewer and storm sewer installations, and street and site work.

#### Total Experience

7 years

#### Registrations

Registered Professional Engineer, WI

#### Education

AAS, University of Wisconsin-Fox Valley

BS, Civil Engineering, University of Wisconsin-Platteville

#### Select Experience

- Ashwaubenon Mike McCarthy Way Reconstruction
- Green Bay Country Club Road Reconstruction
- Green Bay Water Construction Services
- Appleton Lawe Street (College Avenue to Wisconsin Avenue) Reconstruction
- Antigo 5th Avenue (Western Avenue to Lincoln Street) Reconstruction
- Antigo 10th Avenue Pavement Replacement
- Winnebago CTH "P" (Midway Road to STH 47) Reconstruction, Menasha
- Gillett First Street and Orchard Circle Storm Sewer Design and Bidding
- Grand Chute North McCarthy Road Construction



## George Sterner, PE

### Design Engineer

George joined Ayres in 2021, bringing construction observation experience on street, utility, and building sites. He is skilled in Autodesk Civil 3D, AutoCAD, Revit, and VisualAnalysis. George performs a variety of engineering design and construction phase tasks on design projects including commercial site development; local streets; water distribution, treatment, and storage systems; sanitary sewer collection systems; and stormwater collection, storage, and treatment systems. He completes tasks including plan design development, specifications, studies and modeling, project permit submittals, construction observation, and CADD operation.

#### Total Experience

4 Years

#### Registrations

Registered Professional Engineer, WI

#### Education

BS, Civil Engineering, Milwaukee School of Engineering

#### Select Experience

- Beloit Design Services for Elm Street, Oak Street, and Roosevelt Avenue Reconstruction
- Menomonee Falls Pilgrim Road Water Main Design
- Waukesha CIP Project Management Services
- Menomonee Falls Dickson Hollow Water Main Inspection
- Waukesha Asphalt Street Resurfacing and Utility Construction Services
- Menomonee Falls Wheeler Drive Construction Staking and Construction Observation



## Bryce Hennig, EIT

### Civil Engineer

Bryce joined Ayres full-time in 2023 after an internship with Ayres. He brings prior experience with utility and roadway construction. Bryce has excellent communication skills and solves problems with a collaborative spirit and a critical thinking approach. As a civil engineering staff member, Bryce assists in the design of municipal projects and commercial site development. He has experience providing drafting, survey, construction observation services, and inspection assistance on municipal projects involving streets, sidewalks, sanitary and stormwater sewers, and water mains. Bryce is proficient in AutoCAD, Civil 3D, and MATLAB and has experience with ArcGIS.

**Total Experience**

2 Years

**Registrations**

Engineer-in-Training, WI

**Education**

BS, Civil Engineering, University of Wisconsin-Milwaukee

**Select Experience**

- Menomonee Falls St. Thomas Drive and Highland Court Construction Services
- Menomonee Falls Optimist Way Construction Services
- Beloit East Grand Avenue Downtown Reconstruction
- Waukesha Asphalt Street Resurfacing and Utility Construction Services
- Pleasant Prairie 85th Street Pavement Marking Design
- Menomonee Falls Town Line Road Water Main
- Menomonee Falls Shady Lane Water Main Survey and Design



## David Ranft, EIT

### Civil Engineer

David joined Ayres' engineering services staff in 2023. David focuses on the details of construction inspection and administration as well as design on projects including water main, storm sewer, sanitary sewer, and street reconstruction projects, as well as new residential subdivisions. He has experience in AutoCAD Civil 3D, and his communications skills make him a valuable member of project teams. David has experience in the bridge construction industry and in aggregate and asphalt quality assurance testing on roadway projects involving the Wisconsin Department of Transportation.

**Total Experience**

2 Years

**Registrations**

Engineer-in-Training, WI

**Education**

BS, Civil Engineering, University of Wisconsin-Platteville

**Select Experience**

- Menomonee Falls Arthur Avenue Stormwater Analysis and Pond Design
- Dane County STH 69 (CTH "D" to Pine Row) Construction Services
- Menomonee Falls 2025 VMF Asphalt Paving Program
- Menomonee Falls Town Line Road Water Main
- Menomonee Falls Elmwood Drive Water Main Relay
- Beloit East Grand Avenue Downtown Reconstruction
- Waukesha North Street and St. Paul Avenue Utility and Street Improvements Construction Observation Services



## Ramona Fan, PE

### Construction Inspection Engineer

Ramona joined Ayres in 2019, bringing experience with designing street and utility modifications in AutoCAD, as well as assisting with Civil 3D layouts of the civil and electrical portions of solar projects. She has created plan sets for bridge/structural and environmental engineering projects. Ramona has provided pavement and stormwater construction inspection, completed survey/GPS work, created maps of municipal projects in ArcGIS, and assisted with quality assurance/quality control and permitting.

#### Total Experience

7 Years

#### Registrations

Registered Professional Engineer, WI

#### Education

BS, Civil & Environmental Engineering, University of Wisconsin-Madison

#### Select Experience

- Ashwaubenon Mike McCarthy Way Reconstruction
- Green Bay Hillcrest Drive and Haven Place Reconstruction
- Green Bay Water Construction Services
- Lena West Maple Street Design and Bidding
- Brothertown St. Charles Road Pavement Replacement
- Gillett First Street and Orchard Circle Construction
- Grand Chute North McCarthy Road Construction
- Marinette Main Street and Wells Street Improvements
- Antigo 5th Avenue (Western Avenue to Lincoln Street) Reconstruction



## Alise Stadler, PE

### Construction Inspection Engineer

Alise, who joined Ayres in 2018, provides construction inspection services and assists with the design of water supply and distribution systems, sanitary collection systems, storm sewer and pavement installation inspection, quantities measurements, and erosion control inspections. As a civil engineer, Alise assists in the design of municipal and civil engineering projects, including commercial site development, streets, and other public infrastructure. She gathers and analyzes data on municipal and commercial site development projects and prepares reports and permitting submittals.

#### Total Experience

7 Years

#### Registrations

Registered Professional Engineer, WI

#### Education

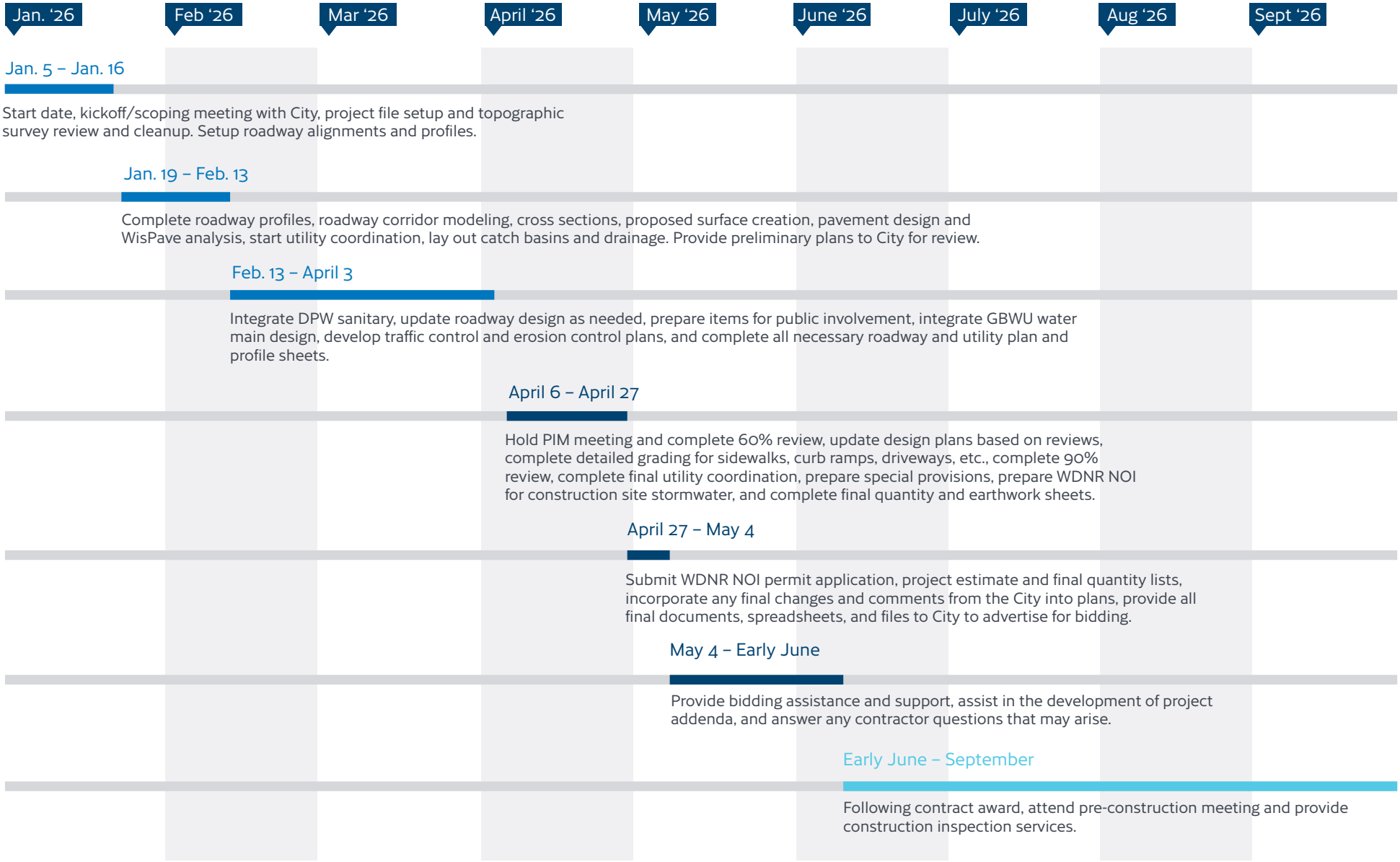
BS, Civil Engineering, University of Wisconsin-Milwaukee

#### Select Experience

- Green Bay East Mason Street Reconstruction (Jaster Street to Bader Street)
- Green Bay Hillcrest Drive and Haven Place Reconstruction
- Grand Chute North McCarthy Road Construction
- Ashwaubenon Morris Avenue Reconstruction and Borvan Avenue Sidewalk
- Lena West Maple Street Design and Bidding
- Antigo 5th Avenue (Western Avenue to Lincoln Street) Reconstruction
- Gillett First Street and Orchard Circle Design and Bidding

# Project Timeline

We plan to follow an accelerated and efficient timeline to help ensure we complete tasks within the City's requirements and vision for this project. We will use the full capabilities of our local office and supporting locations to meet this schedule and the City's expectations.



# Hours and Fees Table

We project our total project cost not-to-exceed **$95,430** for the full scope of services for your N. Maple Avenue Reconstruction project. Please see the spreadsheet below detailing our staff hours and cost breakdown by task, as well as construction inspection fees and weekly vehicle usage rates on the following page.

| Phase # | Task Name | Project Fee | Directs | Labor | Total Hours | Dept. Manager | Dept. Manager | Project Manager | Prof. III | Sr. Tech. | Prof. I | Admin |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Staff | Schuh | Payant | Glaeser | Sterner | Hennig | Ranft | Scheuerell |
| | | | | | **2026** Rates | $230 | $230 | $183 | $148 | $125 | $145 | $86 |
| | **N. Maple Ave. Reconstruction** | **$95,430** | **$0** | **$95,430** | | **2** | **30** | **67** | **300** | **153** | **80** | **8** |
| **Phase 1** | **Design Phase** | **$86,056** | **$0** | **$86,056** | **580** | **2** | **22** | **53** | **294** | **149** | **60** | **0** |
| 1.1 | Topo cleanup | $3,000 | $0 | $3,000 | 24 | 0 | 0 | 0 | 0 | 24 | 0 | 0 |
| 1.2 | Project kickoff meeting | $1,286 | $0 | $1,286 | 6 | 2 | 2 | 2 | 0 | 0 | 0 | 0 |
| 1.3 | 60% design review meeting | $826 | $0 | $826 | 4 | 0 | 2 | 2 | 0 | 0 | 0 | 0 |
| 1.4 | 90% design review meeting | $826 | $0 | $826 | 4 | 0 | 2 | 2 | 0 | 0 | 0 | 0 |
| 1.5 | PIM meeting, public displays | $2,402 | $0 | $2,402 | 14 | 0 | 4 | 4 | 0 | 6 | 0 | 0 |
| 1.6 | Set up alignments and profiles | $8,764 | $0 | $8,764 | 60 | 0 | 0 | 4 | 24 | 8 | 24 | 0 |
| 1.7 | Corridor modeling | $9,612 | $0 | $9,612 | 64 | 0 | 0 | 4 | 60 | 0 | 0 | 0 |
| 1.8 | Set up roadway plan + profile sheets | $8,284 | $0 | $8,284 | 60 | 0 | 0 | 4 | 24 | 32 | 0 | 0 |
| 1.9 | Integrate GBWU water main | $3,367 | $0 | $3,367 | 25 | 0 | 0 | 1 | 8 | 16 | 0 | 0 |
| 1.10 | Integrate sanitary sewer and storm sewer from DPW | $3,367 | $0 | $3,367 | 25 | 0 | 0 | 1 | 8 | 16 | 0 | 0 |
| 1.11 | Design storm sewer inlets and leads | $8,572 | $0 | $8,572 | 56 | 0 | 4 | 4 | 40 | 8 | 0 | 0 |
| 1.12 | Develop traffic control sheets and project staging | $8,176 | $0 | $8,176 | 56 | 0 | 0 | 8 | 24 | 16 | 8 | 0 |
| 1.13 | Utility coordination | $1,184 | $0 | $1,184 | 8 | 0 | 0 | 0 | 8 | 0 | 0 | 0 |
| 1.14 | WDNR Notice of Interest | $2,994 | $0 | $2,994 | 20 | 0 | 0 | 2 | 6 | 0 | 12 | 0 |
| 1.15 | Set up cross sections | $2,300 | $0 | $2,300 | 16 | 0 | 0 | 2 | 8 | 6 | 0 | 0 |
| 1.16 | Quantity take off and quantity plan sheets | $1,889 | $0 | $1,889 | 13 | 0 | 0 | 1 | 2 | 2 | 8 | 0 |
| 1.17 | Project estimate | $2,052 | $0 | $2,052 | 13 | 0 | 1 | 2 | 2 | 0 | 8 | 0 |
| 1.18 | Set up City special provisions and documents | $3,560 | $0 | $3,560 | 22 | 0 | 2 | 4 | 16 | 0 | 0 | 0 |
| 1.19 | Perform CADD earthwork calculations and sheets | $1,916 | $0 | $1,916 | 12 | 0 | 0 | 4 | 8 | 0 | 0 | 0 |
| 1.20 | Erosion control plans | $1,708 | $0 | $1,708 | 12 | 0 | 0 | 2 | 4 | 6 | 0 | 0 |
| 1.21 | Quality assurance/quality control | $1,420 | $0 | $1,420 | 8 | 0 | 4 | 0 | 0 | 4 | 0 | 0 |
| 1.22 | Curb ramp design and grading blow ups | $6,420 | $0 | $6,420 | 44 | 0 | 0 | 0 | 40 | 4 | 0 | 0 |
| 1.23 | Coordinate file transfers and correspondence w/City | $355 | $0 | $355 | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| 1.24 | Intersection grade detailing | $1,776 | $0 | $1,776 | 12 | 0 | 0 | 0 | 12 | 0 | 0 | 0 |
| **Phase 2** | **Bidding Assistance** | **$4,090** | **$0** | **$4,090** | **28** | **0** | **4** | **6** | **6** | **4** | **0** | **8** |
| 2.1 | Review special provisions and format | $513 | $0 | $513 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| 2.2 | Answer contractor questions | $1,488 | $0 | $1,488 | 8 | 0 | 2 | 4 | 2 | 0 | 0 | 0 |
| 2.3 | Prepare addenda | $2,089 | $0 | $2,089 | 14 | 0 | 2 | 2 | 4 | 4 | 0 | 2 |
| **Phase 3** | **Construction Inspection Services** | **$5,284** | ***** | **$5,284** | **32** | **0** | **4** | **8** | **0** | **0** | **20** | **0** |
| 3.1 | Questions during pre-construction/construction meeting | $2,384 | * | $2,384 | 12 | 0 | 4 | 8 | 0 | 0 | 0 | 0 |
| 3.2 | Survey control (by Ryan Beltrand, PLS) | $2,900 | * | $2,900 | 20 | 0 | 0 | 0 | 0 | 0 | 20 | 0 |

*Vehicle mileage expenses not included in total construction services cost

# Services Agreement

The standard Green Bay Professional Services Consultant Agreement is acceptable for use in this project if the following language – as agreed to recently with Ayres and shown in red below – is considered for modification.

## 5. Indemnification (Hold Harmless) Agreement

**The Parties understand this Agreement is for professional design services and therefore subject to the indemnity limitations of Wis. Stat. 443.20. Consultant will indemnify and hold harmless the City from damages caused by the Consultant's negligent acts, errors, or omissions for professional services to the extent and percentage to Consultant's negligence.**

**If Consultant employs other persons, firms, corporations, or entities (subconsultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each subconsultant shall have the identical indemnity agreement.**

**Should any portion of this Agreement be viewed by a court of competent jurisdiction as not subject to Wis. Stat. 443.20, the Parties reserve their respective rights regarding liability and claims arising under this Agreement.**

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

## 8. Access/Utilities

**The City will arrange access to the site, as necessary, for Design Professional to complete the work. Design Professional will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.**

**Design Professional is responsible for coordinating with an appropriate private utility locating service to identify the presence of public utilities on private property. Design Professional shall not be responsible for the accuracy and completeness of utility location information provided by third parties. To the extent caused by Design Professional's negligent acts or omissions in the performance of services under this Agreement, Design Professional agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including reasonable attorney's fees as a result of any personal injury, death or property damage resulting from damage to public utilities, provided such indemnification shall not apply to the extent of the City's own negligence.**

Why Choose Ayres?

WORKING TOGETHER, Improving Lives IN THE BUILT Environment

WE WORK WITH Clients As Partners

WE PROVIDE Smart, Creative Solutions

WE CHALLENGE, SUPPORT, AND RECOGNIZE OUR EMPLOYEE-OWNERS

WE CONDUCT Business WITH Integrity

WE HAVE Commitment TO Community

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

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

# ADDENDUM NO. 1

## REQUEST FOR PROFESSIONAL DESIGN SERVICES

## N. MAPLE AVENUE RECONSTRUCTION (W. WALNUT STREET TO MATHER STREET)

December 5, 2025

**Proposal Due: No Later Than 4:30 p.m. CST, Tuesday, December 9, 2025**

This Addendum is issued to modify, explain, or correct the original Request for Professional Design Services for N. Maple Avenue from W. Walnut Street to Mather Street issued on November 25, 2025 and is hereby made a part of the Request for Proposal. This Addendum must be signed and attached to the Consultant's proposal.

Question #1: Can the preliminary design of the sanitary sewer, storm sewer, and pavement that has been completed by the City DPW be viewed at this time?

Answer #1: *See Attachment D for City-prepared preliminary plans of N. Maple Avenue.*

Question #2: Sidewalk is not being replaced except for at pedestrian ramps, correct?

Answer #2: *Sidewalk is anticipated to remain in place except for at pedestrian ramps, at locations where necessary due to sewer lateral & water service replacement disturbance, or where sidewalk is adjacent to the back-of-curb.*

Question #3: Can the survey the City obtained be viewed or downloaded for viewing at this time? Will the survey data be provided in AutoCAD format?

Answer #3: *The City survey AutoCAD file (AutoCAD version 2021) for N. Maple Avenue will be provided to the Consultant via email. The AutoCAD file that contains the partially completed design of N. Maple Avenue will be provided after award of the RFP.*

Question #4: Are the match points for the new street on the north side of Walnut Street and the south side of Mather Street, and north and south sides of Dousman Street, excluding any utilities which may extend into the intersections and require patches?

Answer #4: *That is correct. There will not be full reconstruction of the intersections of W. Walnut Street, Dousman Street, and Mather Street.*

**SIGN AND ATTACH THIS ADDENDUM TO THE PROPOSAL**

Received and Acknowledged by:

Michael D. Payant

Consultant's Signature

Michael D. Payant, Manager - Engineering Services

Print Name & Title

Issued by:

James M. Brunette, P.E.
Assistant Director of Public Works

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

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Valerie Joosten, Public Works Director |

## AGENDA ITEM # O.10

To approve the request by Department of Public Works to award the contract SEWERS 4-25 BARINA CREEK PARKWAY - STORMWATER POND DREDGING to Advance Construction, Inc. in the amount of $190,702.22.

## BACKGROUND

The Barina Creek Stormwater Pond is a City owned stormwater facility, located near the intersection of Church Road and Durham Road in the City of Green Bay. The proposed project includes maintenance dredging of the stormwater pond and forebay to remove accumulated sediment within the limits of the pond liner. No previous dredging has occurred at this site since construction of the pond in 1999-2000. Sediment will be transported for disposal at the Bayport Dredge Material Rehandling Facility.

## RECOMMENDATION

To approve the award of the contract SEWERS 4-25 BARINA CREEK PARKWAY - STORMWATER POND DREDGING to Advance Construction, Inc. in the amount of $190,702.22.

## FISCAL IMPACT

$190,702.22 is included in the Stormwater Utility CIP Budget.

## ATTACHMENTS

1. Quest CDN Project Results - Sewers 4-25

# SEWERS 4-25 BARINA CREEK PARKWAY - STORMWATER POND DREDGING

**Quest Number: 9962169**

**Closing Date: Tue, 12/09/2025 02:00 PM CST**
**Posting Type: Construction Project**
**Owner: Green Bay WI, City of**
**Solicitor: Green Bay WI, City of**

| | |
|---|---|
| **Owner Name:** | Green Bay WI, City of |
| **Owner Contact:** | Ciara Urbanek |
| **Owner Phone:** | 920-448-3042 |
| **Solicitor Name:** | Green Bay WI, City of |
| **Contact:** | Chuck Yang |
| **Email:** | chuck.yang@greenbaywi.gov |
| **Phone:** | 920-448-3094 |
| **Award Date:** | |
| **Comments:** | |
| **Award Status:** | Pending |
| **Letting Bid Tabulation:** | View on vBid |

| Company | Contact | Phone | E-mail | Amount | Awarded | Comment |
|---|---|---|---|---|---|---|
| Advance Construction Inc. | Paul Kultgen | 920-434-3978 | pkultgen@advconst.net | $ 190,702.22 | | |

Report to the
# Protection and Policy Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # P.1

To deny an appeal by Raven Wallene regarding the denial of her over the limit permit (held from the 12/2/25 Council Meeting).

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. R WALLENE OTL APPEAL

# License Appeal Form

- Use this form to submit an appeal for a license which was either not denied or not renewed.
- Appeal up to 10 days after the date you received the denial or non-renewal letter.
- Attach the denial letter you received.
- Appeal will be heard before a Committee and/or the Green Bay Common Council.
- The Clerk's office will send you a notice regarding the meeting(s).
- Provide verbal testimony and/or present evidence at your hearing.
- Attend the meeting(s) in person, only.

Appellant's Name: Raven Wallene

License Address: 300 Bond St. Apt. 118 Green Bay, WI 54303

E-mail: darkbird2012@gmail.com Phone Number: (920) 228-0963

License to Appeal: Over the limit animal permit.

X I attached supporting documentation

The information on this form is true and correct to the best of my knowledge. I understand that this form and any attachments are public records and are provided to the Committee and Common Council.

Applicant Signature: Raven Wallene

RECEIVED
OCT 23 2025
BY:

October 13, 2025

Attn: Raven Wallene,

The excess animal permit which you have applied for to keep 4 dogs on the premises has been denied. No more than 2 dogs per leasing unit due to nuisance concerns. Management reported 5 dogs on site exceeding city ord. 6-8(c) prohibiting anyone from keeping, owning, harboring or possessing more than 2 dogs per family dwelling unit, regardless of ESA animal status. You must be down to 2 dogs by 10/26/25 to avoid fines.

**(d)*Exotic or excess animal permit***

(1)*Applications.*

a. Application for an exotic or excess animal permit shall be made to the City Clerk on a form supplied by the City Clerk's Office.

b. Upon receipt of an application, the City Clerk shall forward the application to the Humane Officer for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of this section.

c. All applications shall be accurately completed in its entirety or shall be rendered void by the City Clerk.

d. A permit may be granted without further review by the Common Council in the event the Humane Officer approves of the application.

e. Each permit shall expire upon the death of the animal which is the subject of the permit.

(2) *Factors to be considered.* In determining whether a permit under this section shall be granted, the Humane Officer shall consider the number and type of animals to be possessed, the applicant's criminal record, including any animal related police calls for service, known prior history of the animals, health of the animals, whether proper licenses and vaccinations have been obtained, the condition of the applicant's residence where the animals will be kept, the likelihood of a public or private nuisance being created, and any other factors determined to be relevant by the Humane Officer.

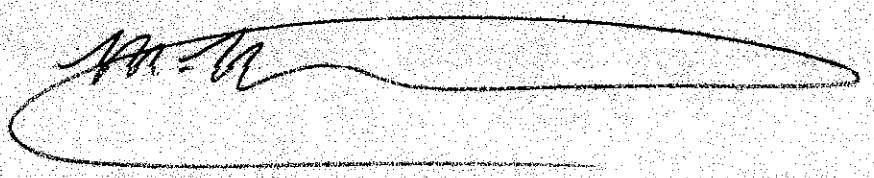
*(3)Denial.*

a. If the Humane Officer determines that any portion of the application is false or that the applicant does not possess the necessary qualifications, the application may be denied by the Humane Officer.

b. The Humane Officer shall notify any applicant so denied.

c. Any applicant whose application has been denied by the Humane Officer may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of this section. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.

Thank you,
Officer Meves



# GREEN BAY POLICE DEPARTMENT
## HUMANE ANIMAL CONTROL PROGRAM

*Dedicated to providing service, creating a safe environment, and enhancing the quality of life in our neighborhoods.*

APPLICATION FOR HOBBY/EXOTIC ANIMALS OR MORE THAN TWO (2) DOGS OR MORE THAN THREE (3) CATS ON PREMISES.

**Permit Application Checklist – Make sure you have enclosed all of the following:**

- ☐ Name of listed veterinarian
- ☐ Photocopy of Driver's License/Photo ID
- ☐ *Current rabies immunization (Mammals only)*
- ☐ Proof of current animal license(s) (Dogs & Cats Only)
- ☐ A statement to the Humane Officer about why you are seeking this permit

I am applying for a permit to have:

☒ 4 Dogs Specify Breeds of all animals:

☐ ___ Cats Specify Breeds of all animals:

☐ ~~Hobby/Exotic Animals Specify Species, Genus and Size:~~

Name: [redacted]

Address: 300 Howe St Apt 118

Phone(s): (920) 228-0963

Signature: [redacted]

Date: [redacted]

~~Owned Home~~ ☐ Rented / Apartment (You must have your property manager or landlord sign below)

Landlord Signature: [redacted]

Date: 9-29-2025

Mail/drop off the completed form to: Green Bay City Clerk's Office
100 N. Jefferson St. Room 106
Green Bay, WI 54301

**DENIED**

Chief of Police or Designee Approval Signature ☐ Approve ☐ Disapprove

Comments:

Humane Officer Approval Signature ☐ Approve ☒ Disapprove

Comments: 4 dogs on rental/apt. unit is too many and creates nuisance concerns. 2 dogs per City ord. 6-8(2) regardless of ESA.

Neighborhood Letter Responses

☐ No Responses Received ☐ Responses Received – No Concerns ☐ Responses with Objections

DPW / Inspection Approval Signature ☐ Approve ☐ Disapprove

Comments:

Protection and Welfare Committee Approval / Denial Date and Comments ☐ Approve ☐ Disapprove

Full City Council Approval / Denial Date and Comments ☐ Approve ☐ Disapprove

Dear Council Members,

My name is Raven Wallene, and I live at 300 bond st apt 118. I am originally from Neenah and have recently moved to Green Bay to be closer to work. I found out that the dog limit is 2 up here unless I have an over-the-limit permit. I found out about having to register my dogs after moving into my apartment. I put in my application once I registered my dogs before even being here a month. Recently, after my first application, the humane officer called me the first time and said that there shouldn't be any issues and that she just had to contact the apartment complex to get approval. She later called back and told me that the first person I had signed off on my permit was the wrong person from the apartment complex. I went in and talked to the right person, April, and she signed off on my permit again, and I resubmitted it. A few weeks later, I get a letter in the mail, denied again, for fear of a possible nuisance. I immediately started crying. These dogs have been with me my whole life. Starting off with the two service animals I have. I have severe anxiety and depression, and these two animals are my service animals. The oldest one, Neelix, is a German Shepherd Siberian Husky mix. We got him from a shelter when he was around a year old. He was neutered at 8 weeks old and is smaller than what most German Shepherds are. He is now 13 years old. He's a very even-tempered dog who spends most of his day sleeping on the bed, cuddling with his brother and sister, and scrounging for food when I start cooking. When I cry, most recently when I got this letter, he immediately came down on the floor to me and laid on my lap, licking my face to help calm me down. He's very calm and does not bark unless I am running around with him at the dog park when I get done with work. He loves kids and will honestly go home with anyone as long as you give him treats. Mickey, who is a Lab mix, is 12 years old. He is my other service animal and is the one who, when I'm anxious, will come by me and give me the sense of comfort I need. He, again being an older dog,

absolutely loves his sleep. He even fakes being asleep so that way I can carry him to bed at night. He was a shelter dog that I also got around 1 year old. Again, being from the shelter, he was neutered at 8 weeks, so he is smaller than your typical lab. These two were always meant to be my dogs. They have been with me for 12 and 11 years, respectively, and honestly, I would feel like having to get rid of one of my children if I ever had to give them away. With that being said, I think everyone here knows that life happens and throws you the unexpected when you least need it. The other two dogs I have, both 6 years old, were not intended to be my dogs. However, I was the only one in a position to take them in when life happened. Taya, my female black lab, was my brother's dog that he got when he moved out of the house. Unfortunately, my brother fell on hard times, and me living in a house out in the country with 3 acres of land, I had to take her in. I made sure that she was up to date on all vaccines and all her vetting. Ever since then, she has been around 2 years of age, and she has lived with the two older big dogs. They truly have become a family, and I have noticed that if they get separated, she has a freak out. She has separation anxiety from the two older dogs. I feel as though separating these three would cause Taya to have a very hard time. The last and final dog. A 6 year old chihuahua, was my father's dog named Mia. My father raised and trained and took very good care of Mia. Unfortunately, just as life goes, my father passed away. Being the only one in the proper financial spot, I took in Mia, the last piece of my father that I have. Mia is the sweetest dog and begs for attention from everyone and loves to be the center of attention. These dogs are all older and fully vetted and up to date on all vaccines. My dogs love to sleep and are very mellow but also very much like to play.

A little more about the situation the dogs are in now. I live at 300 bond st apt 118, and I know 4 dogs in an apartment sounds like a lot, but here's the thing: I live alone. My boyfriend

comes over at night and stays on the weekends, but I also rent a two-bedroom apartment. I live close to three public dog parks and the Fox River Trail. I have cameras that watch the apartment while I am gone, and I can check in on the dogs and talk to the dogs through the camera at any time of day. I have a couch, a bed , a chair, and a dedicated dog cot for the dogs to sleep on. Yes, the dogs are allowed on the furniture in my house. They eat twice a day and are taken out twice in the morning before I go to work, and taken out when I get home, after they eat dinner, and again before we go to bed. Otherwise, the dogs sleep throughout the day when I'm gone, get at least 2 hours outside a day, and have toys at their disposal at all times. They have water all throughout the day, and I have not had any accidents in the apartment except when one of the dogs got sick, but the laminate floors got cleaned right away.

Now the humane officer denied my permit due to the possibility of a nuisance being created; however, this simply will not be the case. These dogs are taken care of and play with and mind to themselves. Kids at the apartment have come up to the dogs when they are outside and pet them without even so much as a peep out of the dogs. All of my dogs are friendly, they are trained, and they are very modest-tempered. On occasion, yes, they bark, sometimes from the kid upstairs who stomps on the floor that I have complained multiple times about. Sometimes at someone that stares through my first-floor window, and sometimes if they see another dog on the tv, but they don't bark all day; they don't bark for hours on end; they bark for maybe a minute or two at a time, and if I'm not there to correct them, they still stop barking. I can watch the camera and see how often they bark and what at. Usually, it's some stomping, and when the stomping stops, so does the barking. My dogs aren't aggressive; my dogs aren't a nuisance. My dogs are old and they are lazy and they are friendly and just want to meet new people, and I have people that would have no issues telling you about their behavior.

I have lived in this apartment for 3 months now; I have not had any complaints about the dogs. And the only thing that's been said to me that may be considered negative is someone asked me if I could take my dog a little further from his window so that he didn't smell the pee and poop; my answer? Absolutely. Since that day, nothing has been said other than, "Oh my gosh, they're cute," or "Can we pet them!" Anyone is welcome to come over to my apartment and meet these dogs and see the dogs they are, but yet no one has. If you come over, though, I will warn you to be prepared for getting some licks and cuddles.

Now as for a nuisance, they have a concern with my old dogs; however, I want to draw attention to the kid stomping upstairs. Is that not a nuisance? How about the old lady that has a dog she can't control, one that's unneutered and weighs probably 100 pounds, that lunged at me through a glass door? Is that not a nuisance? How about the weed smell in the hallway? Is that not one too? I am not saying I don't understand the worry about a nuisance, but don't you want to know what my dogs are like before you make that judgment? How can you make a determination based just on a number? Look at the history of if there are complaints. Look and see if there have been documented issues with said dogs. If I have lived here for 3 months and there hasn't been a complaint other than maybe a dog peeing too close to a window, does that not show they aren't a nuisance?

All I ask is that you look at the big picture instead of just the number. I have 4 older dogs that are fully trained. I have cameras to watch them to make sure they aren't barking. I take them out to dog parks to let them run around. I have two dogs that are here to help me with my mental disabilities. I have two dogs that have been raised with the other two and have hard times without them. I have a support system to help me with the dogs if I ever need them. I live in a two-bedroom apartment with a whole room dedicated to the dogs. If I have to get rid of them,

you're asking me to either worsen the life of a lab and get rid of the last piece of my dad that I have or asking me to get rid of my service animals that help me make it through my panic attacks. All because it's quite just too many dogs. These dogs are my world. You wouldn't ask a parent to give up their 6-year-old or their 12-year-old. Why ask me to get rid of my animals that haven't even had complaints against them? Why ask me to get rid of my even-tempered and trained dogs rather than ask the person who yells "coming down with dog" down the staircase to make sure you aren't there because he's aggressive to get rid of their clearly unsafe dog? Yes, I may have a few extra dogs because of the unfortunate circumstances of my life thus far, but these dogs have been with me through it all. I do not plan to live in an apartment for long. I am hoping to own a house by next year. All that I ask is that I can keep my dogs, the animals that help me through it all, and that the kids love to see outside. I ask you to look at the very few complaints. I ask that I can send you people who have met these dogs, that know how they are, to testify for them before you decide that I can't have them. Thank you for your time and your consideration.

**Chester A Charneski** 300
Bond st unit104
Green Bay , Wi 54304 920-737-1966

**10/20/2025**

To Whom It May Concern,

I am writing this letter in support of my neighbor, Raven. Who resides at 300 Bond st Green Bay, WI 54303, and who currently owns 4 dogs.

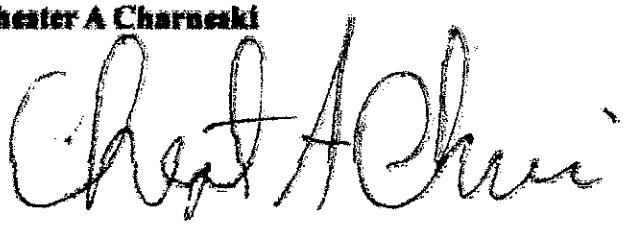
I have had the pleasure of living near Raven for the last couple of months, and during that time, I have observed that her dogs are well-cared for, well-behaved, and do not pose any disturbance . In fact, she go above and beyond to ensure that her pets are responsibly managed, clean, and not **a nuisance to anyone .**

She has always demonstrated responsibility and dedication as a pet owner. She regularly walk the dogs and ensure the animals are quiet and under control.

**I fully support Raven in continuing to care for her dogs in a safe place.**

Please feel free to contact me if you require any further information.

Sincerely,
**Chester A Charneski**



To Whom it may concern,

I am writing in regards to Raven and Caleb presently living at Broadway Lofts.

I live at Broadway lofts and have observed Raven and Caleb with their dogs. There is no doubt these two are excellent dog owners. They walk their dogs together and are in control of them. They pick up the dogs waste right away.

The dogs are well trained and they do not hesitate to listen to the commands of their owners.

In a world where pets are ill-treated it would be a shame to break up this family of well kept dogs. Especially dogs that are well trained and loved.

I believe that Raven and Caleb should have the permit to keep their dogs together.

Thank You for time,

Tina M. Miller
920-598-1430

Report to the
# Protection and Policy Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # P.2

To approve an application for a "Class B" liquor and Class "B" beer license for Grasse's Tap at 1939 Main St, with a license premises described as: "bar area where liquor & beer will be sold. Walk-in cooler & small office area for records"

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. 1939 MAIN ST LIQ

Report to the
# Protection and Policy Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # P.3

To refer to the Law and Police Departments a communication by Alder Grant (District 1) and Alder Johnson (District 9) for staff to review and update Article III of Chapter 24, Green Bay Code of Ordinances, relating to the regulation of noise, to incorporate current technology with enforceable requirements. (PC-25-08).

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. 12_4 Alder Ordinance Request

## Stacy Menke

**From:** noreply@civicplus.com
**Sent:** Thursday, December 4, 2025 11:57 AM
**To:** Eric Genrich; Joseph Faulds; Lindsey Belongea; Jennifer Grant; Craig Stevens
**Subject:** Online Form Submittal: Alders' Petitions and Communications

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

# Alders' Petitions and Communications

| | |
|---|---|
| Name | Jennifer Grant |
| Committee Name | Protection and Policy Committee |
| Text of Communication | With consideration and possible action to refer to staff to review and update Article III of Chapter 24, Green Bay Code of Ordinances, relating to the regulation of noise, to incorporate current technology with enforceable requirements.<br><br>Co-author: Alder Johnson |
| File Upload | *Field not completed.* |

Email not displaying correctly? View it in your browser.

Report to the
# Protection and Policy Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # P.4

To approve a draft ordinance Relating to International Fire Code.

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. Draft G.O. 38-25 Relating to International Fire Code

**GENERAL ORDINANCE NO. 38-25**

**AN ORDINANCE**
**AMENDING SECTION 18-44(4)(a),**
**GREEN BAY MUNICIPAL CODE,**
**RELATING TO INTERNATIONAL FIRE CODE**

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

**SECTION 1.** Section 18-44(4)(a), Green Bay Municipal Code, is hereby amended to read:

(4) International Fire Code, ~~2015~~ **2021** Edition, Adopted. The most current edition and any subsequent editions, as amended from time to time, of the International Fire Code ("IFC"), 2015 Edition, is hereby adopted and by reference made part of this article as if fully set forth herein.

a. The following sections contained within the IFC are hereby revised:

1. *Section 101.1.* Insert: City of Green Bay.

2. *Section ~~109.4.~~* **112.4.** Insert: specify offense: civil ordinance violation amount: $1,000.00 plus costs number of days: the number of days allowed by law.

3. *Section ~~111.4.~~* **113.4** Insert: amount (1): $250.00 plus costs amount (2): $1,000.00 plus costs.

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

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

Dated at Green Bay, Wisconsin, this _____day of _____, 2026.

APPROVED:

_____
Eric Genrich, Mayor

law

1/20/2026

Report to the
# Protection and Policy Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # P.5

For consideration with possible action on a draft ordinance Relating to Equal Rights Commission *(no recommendation–committee vote was 2 in favor of the change and 2 opposed to the change).*

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. Draft G.O. 37-25 Relating to Equal Rights Commission

**GENERAL ORDINANCE NO. 37-25**

**AN ORDINANCE**
**AMENDING SECTION 12-11(a),**
**GREEN BAY MUNICIPAL CODE,**
**RELATING TO EQUAL RIGHTS COMMISSION**

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

**SECTION 1.** Section 12-11(a), Green Bay Municipal Code, is hereby amended to read:

**Sec. 12-11. Equal Rights Commission.**

(a) *Members.* The Equal Rights Commission shall consist of ~~nine~~ **seven** residents of the City, appointed from a diverse and representative cross-section of the community, inclusive of traditionally underrepresented groups, who shall be members only so long as they shall reside in the City. The membership of the Commission shall include one Alder**, who shall have voting privileges**.

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

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

Dated at Green Bay, Wisconsin, this _____day of _____, 2026.

APPROVED:

_____
Eric Genrich, Mayor

1/20/2026

**REPORT OF THE GREEN BAY POLICE DEPARTMENT**
**GRANTING OPERATOR LICENSES**
**December 16, 2025**

The Green Bay Police Department wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

## OPERATOR LICENSES

Baker, Zoie A
Brainard, Eric F
Delain, Carl R
DeValk, Annette T
Hooks, Johanna L
Joshi, Lekhraj
Knuth, Richard A
Laubenstein, Taylor L
Lor, Linda
Maroney, Madeline G
Meverden, Nickolus D
Mommaerts, Jessica J
Randhawa, Balraj S
Randhawa, Gurjit K
Riendl, Daniel MA
Schmitt, Shannon T
Sidhu, Babanjot S
Singh, Harman
Speller, Ryan G
VanderMeuse, Jessica R
Vega, Liz D
Verstoppen, Paul J
Wenzel, Grace C
Yates, Kaitlyn A

Report to the
# Green Bay Plan Commission

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Stephanie Hummel, Staff |

## AGENDA ITEM # R.1

To approve the request to amend a Planned Unit Development located at 2300-2400 E Mason Street (East Town Mall), subject to the draft Planned Unit Development (PUD) amendment. (ZP 25-34 Public Hearing held December 8, 2025).

## BACKGROUND

**Reason for Request:** To amend the PUD (ZO 13-21) to allow for increased wall signage size on the mall property

**Subject Parcel Zoning and Land Use:**
Planned Unit Development (PUD) | East Town Mall

**Surrounding Zoning and Land Uses:**
**North:** Office Residential (OR), Planned Unit Development (PUD), and Low-Density Residential (R1) | Commercial Uses
**South:** Highway Commercial (C2) and Low-Density Residential (R1) | Commercial and Residential Uses
**East:** Low-Density Residential (R1) | Residential Uses
**West:** General Commercial (C1) and Light Industry (LI) | Commercial and Storage Uses

**Comprehensive Plan:** The Go Big Green Bay 2050 Comprehensive Plan recommends Regional Commercial land uses for this parcel. This PUD amendment is consistent with the recommendation.

**Report:** In late 2021, Plan Commission approved the Planned Unit Development (PUD) for East Town Mall, which replaced a previous PUD from 1979 with 11 amendments. This was amended in 2022 relating to a semi-public access road. No other content has been amended in this PUD.

Section 3.E.1.b of the PUD details regulations for wall signs within the PUD area as follows:

*Wall-mounted signage for all principal buildings shall be restricted to the following:*

1. *No more than 80 square feet of signage on any single wall.*
2. *No more than 185 square feet of signage for all wall total.*
3. *Accessory buildings shall not be allowed any signage.*

After reviewing and denying a new wall signage application for Dunham's Sports, which will be going into the former Shopko Store building, staff discussed with the applicant an increase in wall signage for the main mall structure. The argument is that building-mounted identity signage is problematic, due in part to the distance from Mason Street to the main mall structure (approximately 550 feet). Additionally, the allowance and development of "in-lot" businesses within the parking lot area partially obstruct and decrease visibility of the main mall structure. The developer does plan to have signage on the multiple tenant signs located at the entrances to East Town, but this is felt to be insufficient to address the visibility issues, and it was agreed upon that an increase in wall signage would also help to alleviate the obstructed visibility.

Staff is recommending an increase in wall-mounted signage allowance for the main mall structure to 200 square feet per sign on any single wall per business and a maximum of 640 square feet of total wall signage per building frontage. As already written into the PUD, the base zoning regulation will remain matching the C3 regulations and all other sign regulations will be enforced through that zoning district.

Alder Morgan and property owners within 200-feet have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

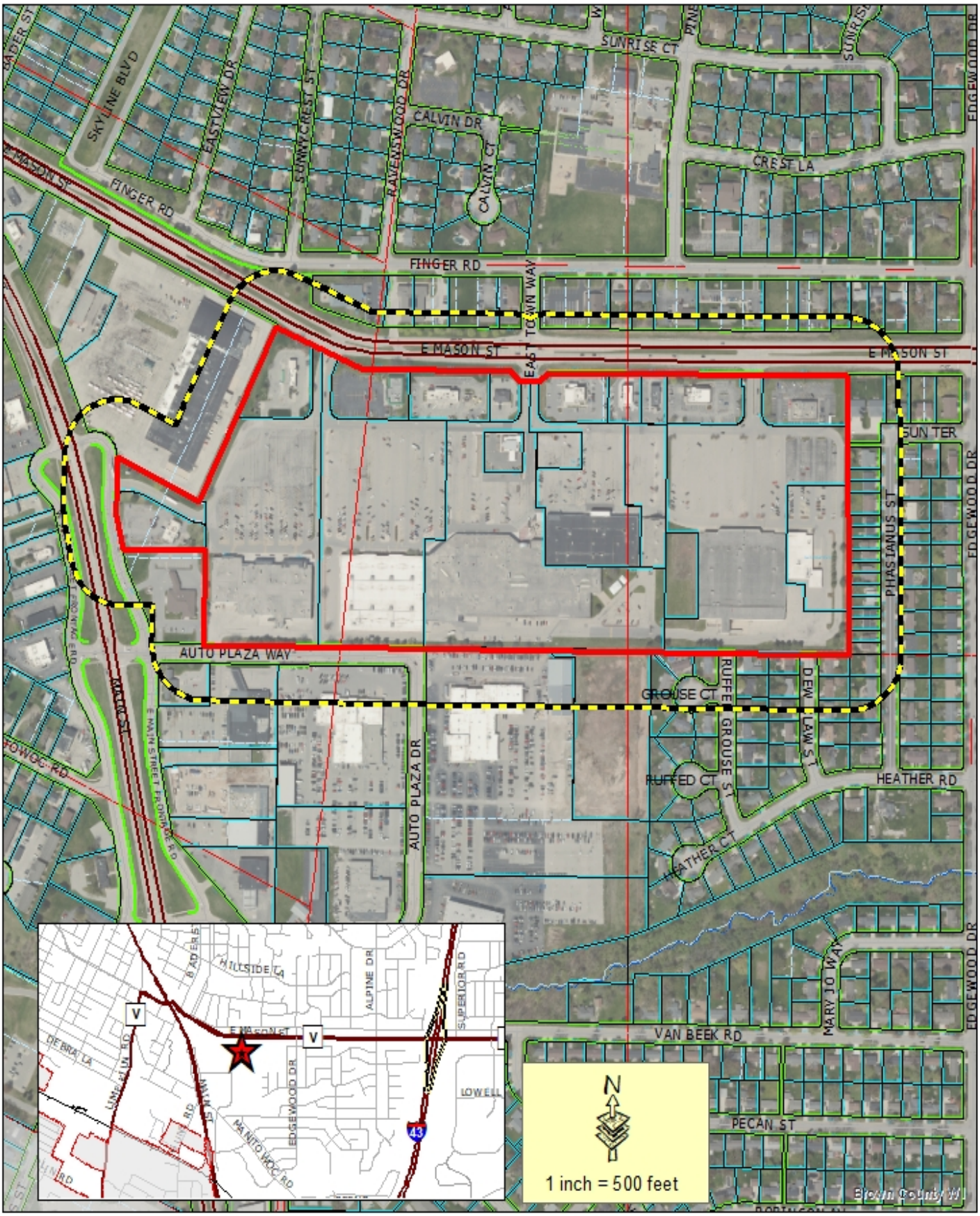
## RECOMMENDATION

Approval of the request, subject to the draft Planned Unit Development (PUD) amendment.

## FISCAL IMPACT

## ATTACHMENTS

1. ZP 25-34 Map
2. DRAFT ZO 22-25 - Amend PUD at 2300-2400 Block East Mason - East Town Mall, Signage
3. ZP 25-34 Application and Narrative REDACTED




Subject Area

200' Property Owner Notice

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

# Zoning Petition (ZP 25-34)
# Planned Unit Development Amendment
# East Town Mall Wall Signage
# 2300-2400 E. Mason Street

CITY OF GREEN BAY WISCONSIN
Titletown, USA

ZONING ORDINANCE NO. 22-25

AN ORDINANCE AMENDING
ZONING ORDINANCE NO. 13-21 FOR THE
PLANNED UNIT DEVELOPMENT FOR THE
2300-2400 BLOCK EAST MASON STREET, EAST TOWN MALL
(ZP 25-34)

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

**SECTION 1.** Pursuant to Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, Section 3.E.1 of Zoning Ordinance No. 13-21, relating to the Planned Unit Development (PUD) for the 2300-2400 Block of East Mason Street, is hereby amended as follows:

b. Wall mounted signage for **each "in lot" or parcel separate from the main mall structure** ~~all principal buildings~~ shall be restricted to the following:

1. No more than 80 square feet of signage on any single wall.
2. No more than 185 square feet of signage for all wall total.
3. Accessory buildings shall not be allowed any signage.

**c. Wall mounted signage for the main mall structure shall be restricted to the following:**

**1. No more than 200 square feet of signage for any single sign.**
**2. No more than one (1) wall sign per business per street frontage.**
**3. A maximum of 640 square feet of total wall signage per building frontage is allowed.**

**SECTION 2.** The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee-simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 3.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.** In addition to all other remedies available to the City of Green Bay, the City

may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 6.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 7.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2026.

APPROVED:

_____
Mayor

sh

# REQUEST FOR CITY ACTION
# PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 2430 East Mason Street, Green Bay WI

Parcel Number(s): 21-126- 11

Petitioner(s): Jeffrey Talbot, John Palmer Date: 11/06/2025

Email: Phone Number:

Address: 5607 New King Dr City: Troy State: MI Zip: 48098

Property Owner: Sky Green Bay LLC Phone Number:

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Jeffrey Talbot, John Palmer, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property ($375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- ☒ PUD and PUD Amendments ($425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- ☐ Approve Final Condominium Plat ($150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- ☐ Development District Map Amendment ($200.00 Administration Fee)
- ☐ Official Map Amendment ($200.00 Administration Fee)
- ☐ Plat of Right-of-Way ($200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement ($200.00 Administration Fee)
- ☐ Street Name Change ($200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" ($200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments ($275.00 Review Fee)
- ☐ Other ($200.00 Administration Fee):

Owner Signature: Joshua Platt 11/11/2025 Date:

Petitioner Signature(s): John Palmer 11/6/25 Jeffrey Talbot 11/11/2025

**Checklist of required attachments:**

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee: Receipt No.: Zoning Petition No.:

## NARRATIVE DESCRIBING PROJECT

This project pertains to the former Shopko building at the East Towne Mall located at 2430 East Mason Street, Green Bay, Wisconsin. The former Shopko building is 105,923 square feet. The proposal is to split the Shopko building between Vasa Fitness and Dunham's Sports. The Shopko building will be remodeled to accommodate Vasa and Dunham's (see attached site plan). Dunham's Sports would take approximately 45,431 square feet of the former Shopko building and VASA would have the remaining space.

Dunham's Sports is a full line sporting goods retailer, selling among other items, apparel, footwear, general athletics, exercise equipment, hunting, fishing, camping, golf and watersports. Landlord is seeking a PUD Overlay which would allow 400 SF of wall signage for the Shopko building. This would mean Dunham's and VASA each would have 200 SF of wall signage. This falls within the General Commercial Standards for a wall sign in Green Bay. Dunham's sign drawing showing a 200 SF wall sign is attached. Prior to moving forward with the project, Dunham's Sports requires the PUD Overlay permitting a 200 SF wall sign.

Report to the
# Green Bay Plan Commission

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Dena Mooney, Staff |

## AGENDA ITEM # R.2

To approve the request for a Conditional Use Permit at 1336 Thrush Street to allow minor motor vehicle repair in the General Industrial (GI) Zoning District, with conditions. (ZP 25-35 Public Hearing held December 9, 2025).

## BACKGROUND

**Reason for Request:** To allow minor motor vehicle repair in the General Industrial (GI) District.

**Subject Parcel Zoning and Land Use:** General Industrial (GI) | Warehousing

**Surrounding Zoning and Land Uses:**
**North:** General Industrial (GI) | Industrial
**South:** General Industrial (GI) | Office, Medical
**East:** General Industrial (GI) | Vacant, Warehousing
**West:** General Industrial (GI) | Single-Family Residential, Retail

**Comprehensive Plan:** The Go Big Green Bay 2050 Comprehensive Plan designates this area for Neighborhood Commercial. The requested CUP for minor auto repair is not in full coordination with the highest and best neighborhood commercial future land use recommendation but is not inconsistent.

**Report:** The subject request is located at 1336 Thrush Street between Donald Street and Velp Avenue. The applicant, Tyler Johnson, is requesting to operate a minor motor vehicle repair business in the existing building. The property is zoned General Industrial (GI) District. In the GI district, minor motor vehicle repair is allowed with a Conditional Use Permit (CUP).

Chapter 44 (Zoning) of the Green Bay Municipal Code breaks motor vehicle repair into two categories, major and minor. Motor vehicle repair, minor, is defined as "an establishment that may or may not include fuel sales and convenience goods, while also performing minor repairs to motor vehicles. Such minor repairs may include muffler replacement, oil changing, lubrication, tire repair and replacement, wheel alignment, brake repair, suspension repair, minor engine repair, transmission repair, radiator flushing and repair, and other activities except rebuilding/reconditioning of whole vehicles, body frame and fender straightening, body work or painting." According to the narrative provided by the applicant, the proposed use would involve routine maintenance (oil changes, tire rotations, tune-ups), engine and transmission diagnostics, brake and suspension repair, electrical system testing and repair, vehicle inspections and safety checks, and fleet maintenance.

Conditional use approval may be recommended by the Plan Commission with reasonable consideration of the following:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger public health, safety, or general welfare.

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. Adequate parking facilities as specified in Article XVIII of Section 44-83 within the Municipal Code.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

This neighborhood has a wide variety of uses. There are commercial uses along Velp Avenue with industrial storage/warehousing facilities, automobile salvage yards, and single-family homes along Thrush Street. Although there are a variety of uses, the neighborhood is zoned General Industrial. Chapter 44 of the Green Bay Municipal Code states that the General Industrial (GI) district accommodates high-intensity industry and often includes very large structures, exterior storage and exterior mechanical equipment operations. It accommodates uses that require large or isolated sites or rail or port service. Most sites within the GI District have already been developed. Where possible, the GI District should be separated from residential neighborhoods. "Standards for screening and buffering of these operations should be enhanced where feasible."

The future land use map does identify the subject parcel as Neighborhood Commercial along with the buildings that front Velp Avenue. The Go Big Green Bay 2050 Comprehensive Plan defines Neighborhood Commercial as areas consisting of properties and buildings that integrate into the surrounding neighborhood and provide daily goods and services such as food stores, daycares, restaurants, and other essential services. Neighborhood Commercial areas should be appropriately scaled within the surrounding neighborhood, ranging in scale and intensity based on the nearby context. This land use can be arranged in nodes, along neighborhood corridors, or as smaller districts. The remainder of the neighborhood is identified as Light Industrial in the future land use map. While there are existing residential land uses along Thrush Street, the future land use map does not include residential land uses.

After reviewing the request, staff has determined that the use can comply with the seven standards for CUP approval and, after improvements, will not be detrimental to public health, will not impede development of the area, will not be injurious to other nearby uses, and will have adequate access, parking and utilities. However, a site plan must be submitted to the City to establish the new use and to depict where parking and how vehicle circulation will take place on the site.

Ald. Delie, the Mather Heights Neighborhood Association, and adjacent property owners within 200 ft. of the subject area have been notified of the request. There have been no inquiries or objections made regarding this request as of the drafting of this report.

## RECOMMENDATION

Approval of the request subject to the following condition:
1. A change of use site plan is submitted and approved by the Community and Economic Development Department.

## FISCAL IMPACT

## ATTACHMENTS

1. ZP 25-35 Application REDACTED
2. ZP 25-35 Narrative and Site Plan
3. ZP 25-35 Architectural Report
4. ZP 25-35 Map

# REQUEST FOR CITY ACTION
# PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 1336 Thrush St. Green Bay WI 54 54303

Parcel Number(s): 18-12-E

Petitioner(s): Tyler Johnson Date: 11-3-25

Email: _____ Phone Number: _____

Address: 805 Glenwood Ave City: Depere State: W.I. Zip: 54115

Property Owner: Jeff Denruyter Phone Number: _____

**Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall**

To: Honorable Mayor and Common Council, c/o City Clerk

I, Tyler Johnson, respectfully request that the City of Green Bay take the following action:

- [ ] Rezone Property ($375.00 Review Fee)
- [x] Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- [ ] PUD and PUD Amendments ($425.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- [ ] Approve Final Condominium Plat ($150.00 Review Fee)
- [ ] Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 Administration Fee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Comprehensive Plan Amendments ($275.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: _____ Date: 11-3-25

Petitioner Signature(s): _____ 11-3-25

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**Checklist of required attachments:**

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee: $375.00 Receipt No.: _____ Zoning Petition No.: ZP 25-35

## Company Description Narrative

**Business Name:** Thrush Auto & Cycle
**Business Structure:** Limited Liability Company (LLC)
**Location:** 1336 Thrush St Green bay, W.I.
**Owner:** Tyler Johnson, ASE-Certified Automotive Technician

**Overview:**
Thrush Auto & cycle is a automotive repair and maintenance shop dedicated to providing dependable, high-quality auto care to individuals, families, and small businesses in the Green Bay area. The company offers a wide range of services including diagnostics, brake and suspension repair, oil changes, tune-ups, and preventive maintenance. By combining advanced diagnostic technology with personalized customer service, Thrush Auto & Cycle aims to deliver efficient, trustworthy, and affordable solutions that keep customers safe and satisfied.

**Founding and Purpose:**

Having worked in dealership environments for more than a decade, I (Tyler Johnson) saw firsthand how many customers felt uncertain or pressured when dealing with large service centers. Thrush Auto & cycle will be created to offer an alternative—where honesty, communication, and technical skill come first.

**Legal Structure:**
Thrush Auto & Cycle operates as a **Limited Liability Company (LLC)** registered in the state of Wisconsin . This structure provides flexibility in management and protects the owner's personal assets while allowing for future growth or partnership opportunities.

**Location and Facilities:**
The shop operates from a one bay facility conveniently located on Thrush Street, offering easy access for both residential and commercial customers. The workspace will be equipped with modern hydraulic lift, advanced diagnostic scanners, and specialized tools for efficient repairs. A small customer waiting area provides a comfortable environment for clients while vehicles are serviced.

**Products and Services:**
Thrush auto & cycle Service provides:

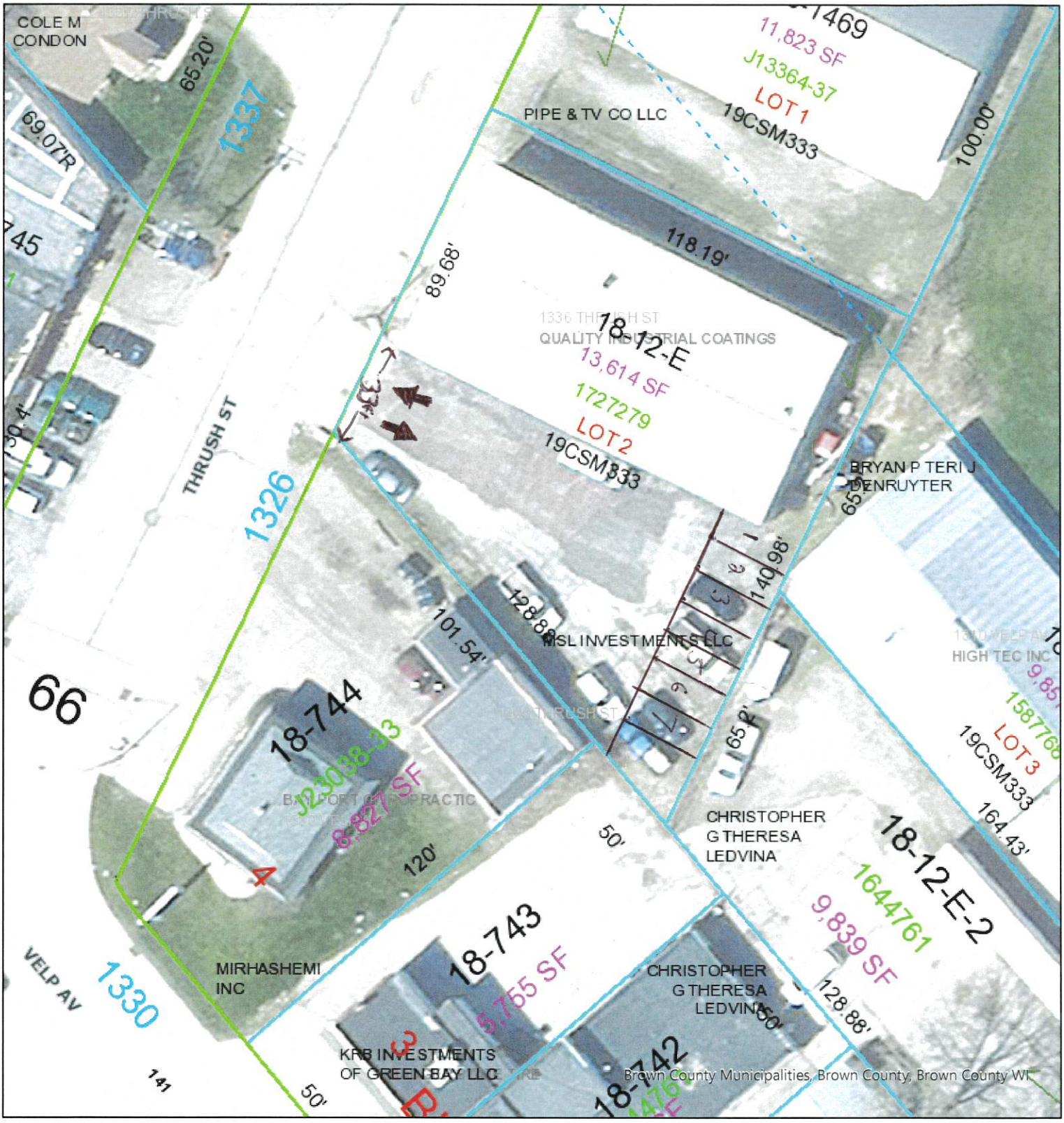
- Routine maintenance (oil changes, tire rotations, tune-ups)
- Engine and transmission diagnostics
- Brake and suspension repair
- Electrical system testing and repair
- Vehicle inspections and safety checks
- Fleet maintenance (Year 2 expansion goal)

**Competitive Advantage:**
Thrush Auto & cycle differentiates itself through its commitment to transparency and

personalized service. Customers receive detailed explanations of recommended repairs, upfront estimates, and digital records of maintenance history. The owner's direct involvement in daily operations ensures consistent quality and accountability.

**Future Outlook:**

In the next five years, Thrush Auto & cycle plans to expand to a larger, three-bay facility and add two additional certified technicians to meet growing demand. Thrush auto & cycle would eventually open a small Automotive dealership The company also aims to develop long-term service contracts with small business fleets and local organizations.




# City of Green Bay

1 "=47'

Feet

1:564

**Legend**

PropertyHook

ParcelLine

- Block boundary
- Bulkhead Line
- Historic Parcel Line (20under)
- Hydrography
- Lines between deeds or lots (20pdashed)
- Lot boundary
- Meander line
- Original Right of Way
- PLSS line
- Parcel line
- Plat boundary
- Private Road Right of Way
- Right of Way line

U

V

TaxP

- C
- G
- H
- R
- T
- U

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

Date Printed: 28 Oct 2025

GB - GIS

ARCHITECTS GROUP LIMITED

1825 South Webster Avenue, Suite 202
Green Bay, WI 54301
Phone: 920-432-1232
Website www.aglgb.com
agl@aglgb.com

October 21, 2025

Erik Wasilewski
Green Bay Inspection Department

Phone: (920)680-6505
Email: erik.wasilewski@greenbaywi.gov

RE: 1336 Thrush Garage
Tyler Johnson – (920)680-0057

We were contacted by Tyler Johnson to look at the above existing building to be used as an auto repair facility he is looking at purchasing. The following is what was observed and photos of the existing space for your review.

The existing building is a metal building, type 2B construction, non-sprinklered. Building is approximately 50' wide x 100' long and is subdivided into two sections. The west section is approximately 50' wide x 60' long and is the portion Tyler would occupy. The east portion is occupied by others. The demising wall between the two spaces appears to be wood stud with a non-metallic finish covering with a vertical lift wood overhead door in the wall.

The interior of the space has evidence of being a repair facility before with two vehicles inside and automotive repair equipment in the space. The east portion of the building we could not enter but was told vehicles are stored in it. Does not appear there would be a change of use with the new owner. It appears an occupancy of S-1 would be for both spaces.

Viewing the west portion of the interior, an existing electrical panel was opened and found one breaker space was open without a cover and a number of other breakers taped.

Two exit doors have exit signs but were not illuminated.

Access to an upper storage mezzanine is by a vertical wall mounted ladder with an adjacent platform. No guard rails were observed around the platform.

Space is headed by a Modine ceiling hung heater. A disconnect was found for an exhaust fan but no fan was found, but evidence of ductwork is in place.

Space did have a metal storage cabinet for flammable liquids. A welding/oxygen tank was found in the space, not in a protected room.

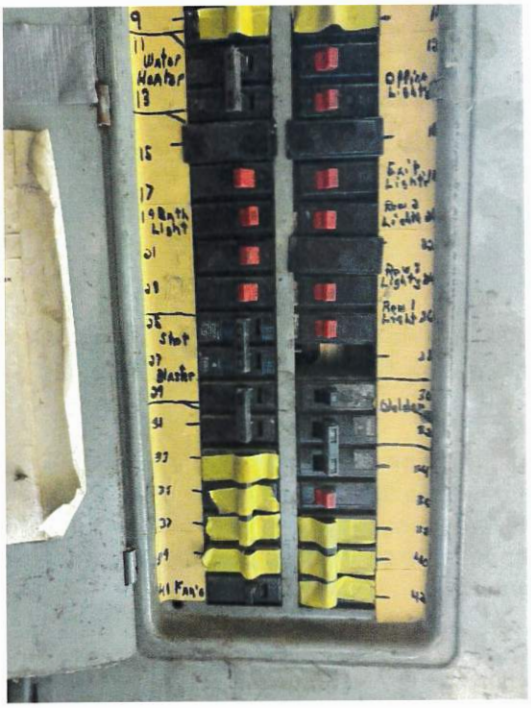
The concrete floor, of what could be seen, had no visible signs of deterioration or cracking. Trench drains observed in floor.

Existing bathroom is a single occupancy, non-handicap. Walls are drywall with many sections cut out for possible access to piping for repair. Drywall has not been repaired.

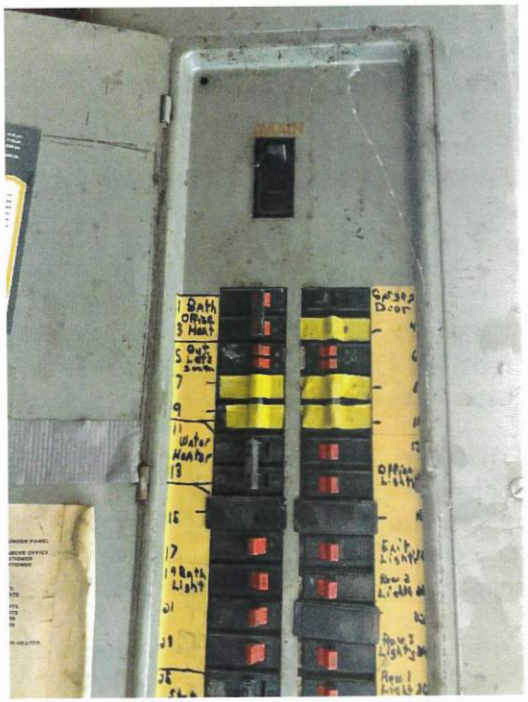
The office and storage are wood framed with wood paneling. Mezzanine is wood framed.

If there are questions on what is in this letter, please get back to me.

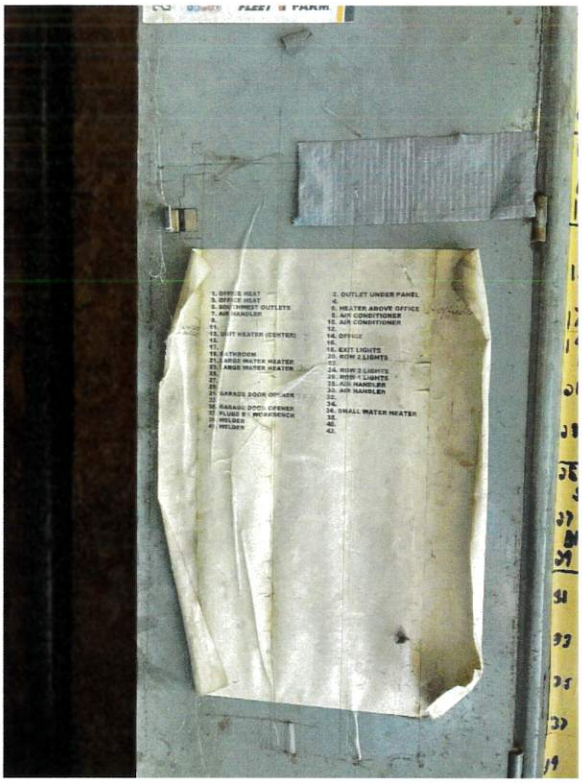
Dave Johnson
Architects Group Ltd.




Electric Panel 1




Electric Panel 2



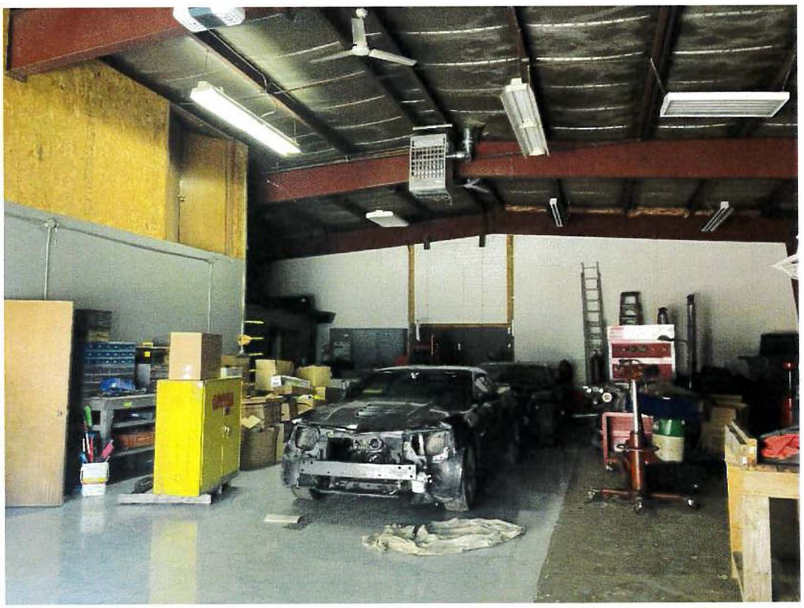
Electric Panel
Directory



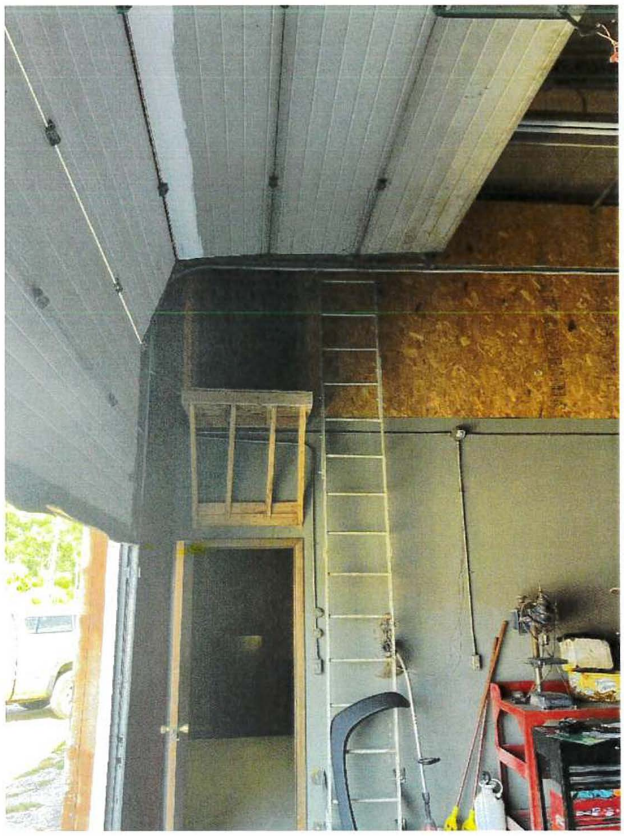

Exit Door



Garage 1



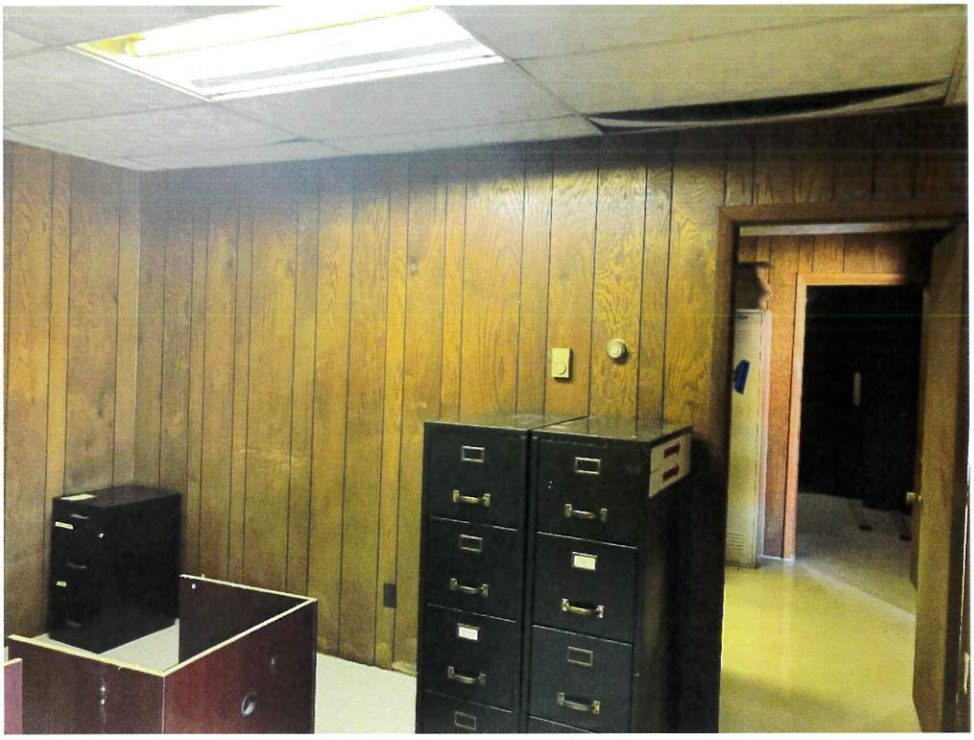
Garage 2



Mezzanine
Platform



Mezzanine
Storage



Office




Power Switch for
Removed Fan



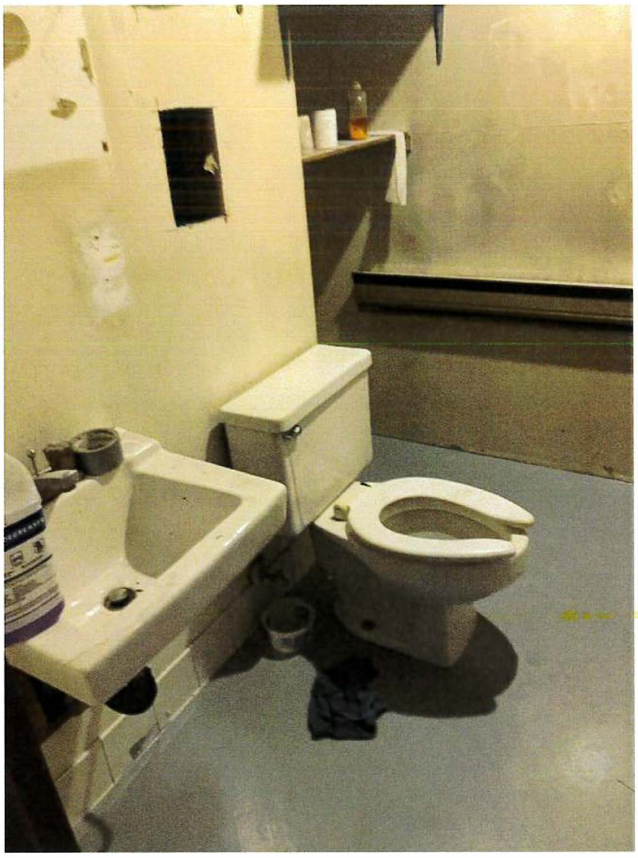
Storage 1



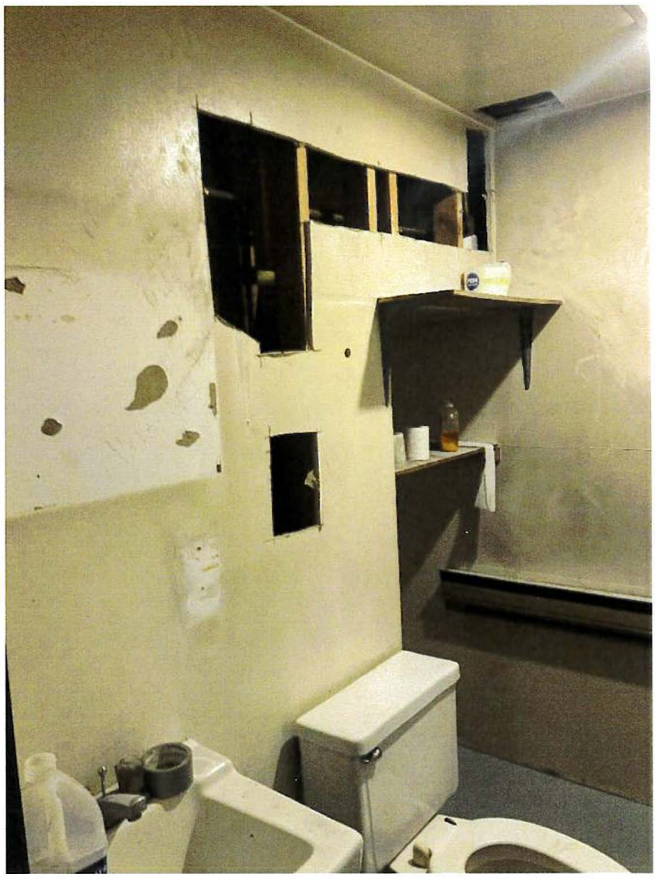
Storage 2



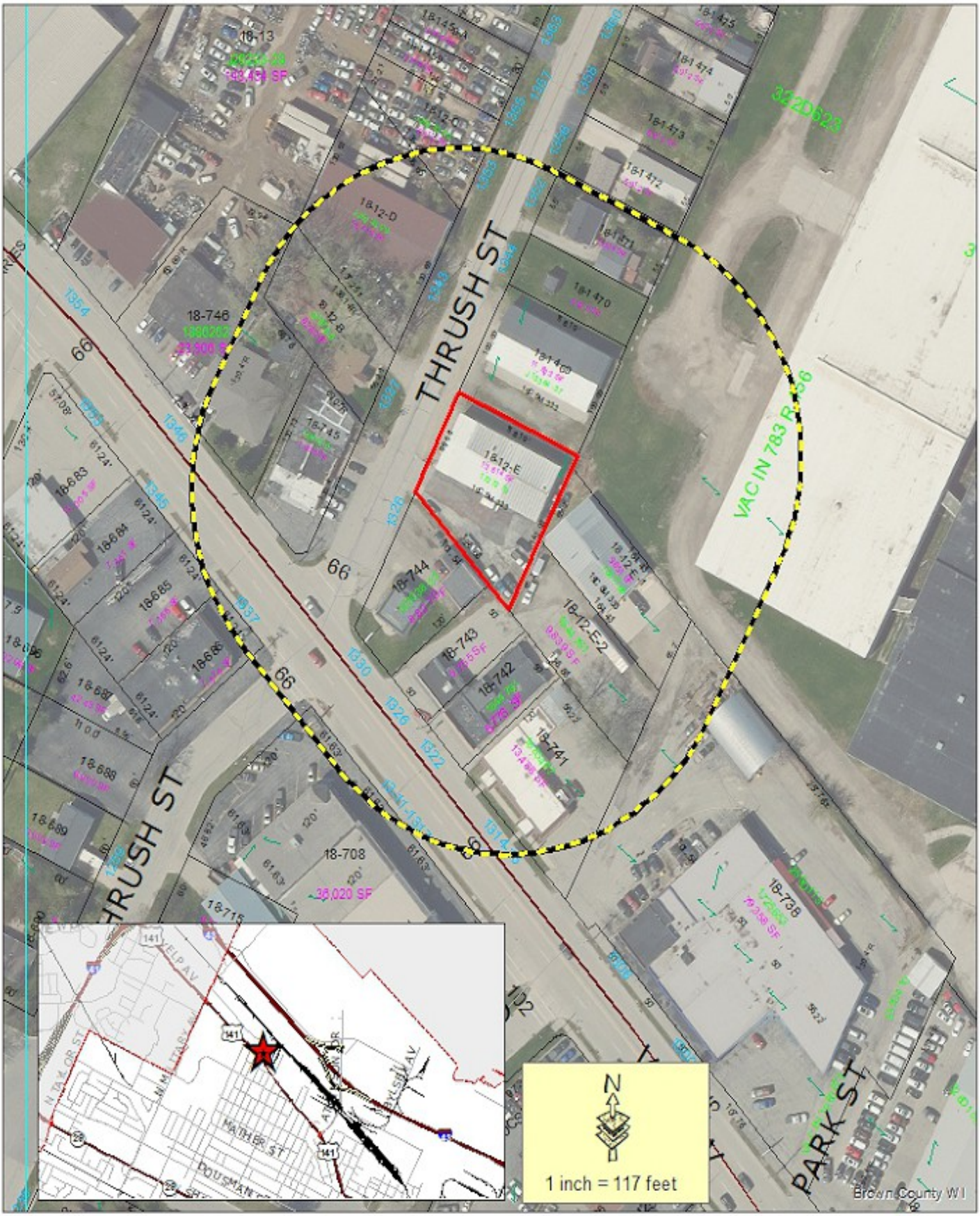
Storage 3



Toilet 1



Toilet 2




Subject Area

200' Property Owner Notice

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

**Zoning Petition (ZP 25-35)**
**Conditional Use Permit Request at 1336 Thrush Street for Minor Motor Vehicle Repair in General Industrial (GI) District**

CITY OF GREEN BAY
Titletown, USA

Report to the
# Green Bay Plan Commission

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Stephanie Hummel, Staff |

## AGENDA ITEM # R.3

To approve the request for a partial alley closure located near 409 W Walnut Street with condition(s). (AC 25-01 Public Hearing held September 29, 2025. Held by Council October 7, November 11, December 2, 2025).

## BACKGROUND

**Reason for Request:** The proposed alley closure would allow for an expanded liquor license to allow for the development of a food truck yard via Planned Unit Development

**Surrounding Zoning and Land Uses:**
**North:** Downtown (D1) | Office Use
**South:** Downtown (D1) | Office and Commercial Uses
**East:** Downtown (D1) | Theatre Use
**West:** Downtown (D1) | Vacant Lot; Temporary Use Permit for assembly and events

**Comprehensive Plan:** The 2022 Smart Growth Green Bay Comprehensive Plan recommends Downtown uses for this parcel. This project is compatible with this recommendation.

**Report:** The applicant is interested in creating a food truck yard and event space at 409 W Walnut Street. This is adjacent to an alley which is adjacent to another business owned by the applicant (The Tarlton Theatre). Through discussions with the City Clerk's Office, Law Department, Department of Public Works, and Community and Economic Development, we have advised the applicant to request a partial closure of the adjacent alley and apply for a Planned Unit Development (PUD) for the food truck lot use. The alley closure would allow for an extension of the applicant's liquor license, as well as increase safety for the proposed new use at 409 W Walnut Street and pedestrians using the sidewalk along W Walnut Street.

This alley is currently used by various adjacent owners. Because of this, we will be requiring a full access easement through the property located at 100 S Chestnut Avenue, also owned by the applicant. This would allow for alley traffic to enter and exit through S. Chestnut Avenue. This is shown on the attached map.

A closure of this alley is the appropriate action versus a vacation of the alley. A closure still maintains this as City right-of-way and allows the conversion back to a drivable alley if needed. This could happen if the project and associated PUD don't come to fruition, if the PUD is dissolved after establishment, or if an alley would be better suited for a future building development at 409 W Walnut.

The following agencies were notified of this alley closure and had the following comments:

- Public Works: No Response
- Wisconsin Public Service: No Objections
- AT&T: No Response
- Green Bay Water Utility: No Objections

- Green Bay Fire Department: No Response
- Green Bay Police Department: No Objections
- Green Bay Traffic Engineering Office: No Objections so long as an easement is in place
- Time Warner Cable: No Response
- Green Bay Parks, Recreation & Forestry: No Objections
- Green Bay Area Public Schools (GBAPS): No Response
- American Transmission Company (ATC): No Objections
- Mobilitie: No Response
- NEW Water: No Objections
- Charter: No Response

Alder Johnson and adjacent property owners have been notified of this request. We have not received any comments as of the drafting of this request.

## RECOMMENDATION

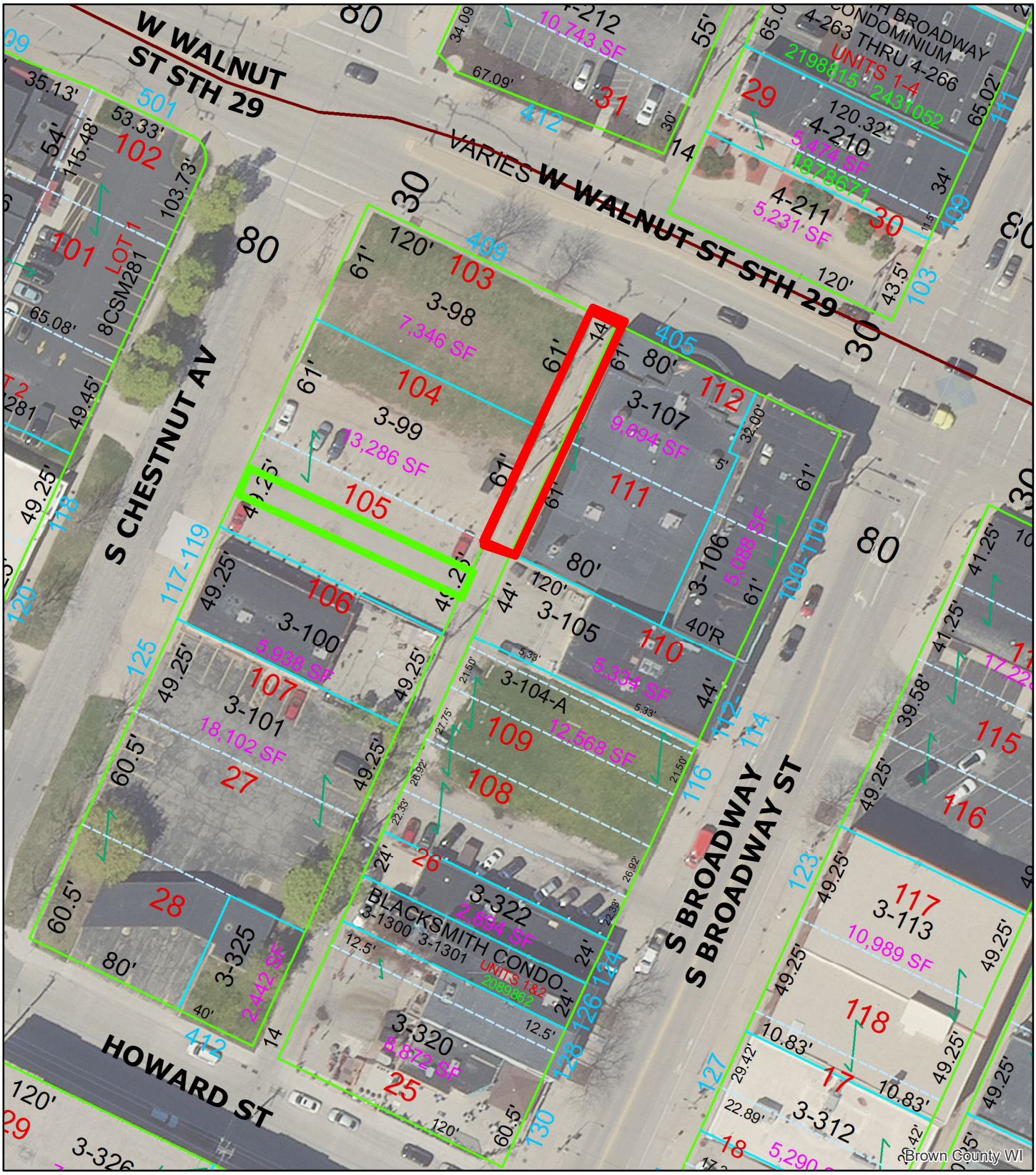
Approval of the request, with the following conditions:

1. A maintenance/closure agreement shall be established with the Department of Public Works.
2. An ingress/egress easement is required over the drive alley portion of Parcel 3-99, connecting to the open portion of the alley.
3. This alley closure is contingent on a PUD or other planning device being enacted to create a food truck yard and event space at 409 W Walnut Street.

## FISCAL IMPACT

## ATTACHMENTS

1. AC 25-01 Map with Easement Area
2. AC 25-01 Redacted Application




# (AC 25-01) Partial Alley Closure near 409 W Walnut Street

Feet
0 15 30 60

N

Proposed Access Easement Area

Proposed Alley Closure Area

*This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only.The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 10 Sep 2025 X:\Planning\Basemaps\template_8.5x11.mxd*

# REQUEST FOR CITY ACTION
# PLAN COMMISSION

Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 409 West Walnut Street, Green Bay, WI 54303

Parcel Number(s): 3-98

Petitioner(s): _____ Date: 25 August 2025

Address: 405 West Walnut Street City: Green Bay State: WI Zip: 54303

Property Owner: Historic West, LLC (Tarl Knight, Mark Mariucci)

**Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall**

To: Honorable Mayor and Common Council, c/o City Clerk

I, Tarl Knight and Mark Mariucci, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property ($375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- ☐ PUD and PUD Amendments ($425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- ☐ Approve Final Condominium Plat ($150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- ☐ Development District Map Amendment ($200.00 Administration Fee)
- ☐ Official Map Amendment ($200.00 Administration Fee)
- ☐ Plat of Right-of-Way ($200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement ($200.00 Administration Fee)
- ☐ Street Name Change ($200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" ($200.00 AdministrationFee)
- ☐ Vacate a Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☑ Closure of Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments ($275.00 Review Fee)
- ☐ Other ($200.00 Administration Fee): _____

Owner Signature: Mark Mariucci Tarl Date: 25 August 2025

Petitioner Signature(s): Tarl Mark Mariucci

---

**Checklist of required attachments:**

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee:_____ Receipt No.:_____ Zoning Petition No.:_____

# REQUEST FOR CITY ACTION PLAN COMMISSION

## PLEASE FILL OUT FOR:
## VACATE OR CLOSE STREET/ALLEY/PEDESTRIAN WAY

Per WI State Statue 66.1003:

All owners who abut the area proposed for vacation or closure, including all members of LLCs or ownership groups, must sign below before submitting this application.

If you are **NOT** vacating or closing a full street/alley/pedestrian way, you must also get signatures from one-third of owners of parcels within 2,650 ft. of the end of the vacation/closure area.

| SIGNATURE | PRINTED NAME | ADDRESS |
|---|---|---|
| | Mark Marivcci | 405-409 W. Walnut St and 110 S Chestnut Ave |
| | Tarl Knight | 405-409 West Walnut Street 110 South Chestnut Avenue |
| | ThaVone Ly | 100 S. Broadway Green Bay, WI 54303 |
| | Ricci Bosley | 112-114 S Broadway Green Bay WI 54311 |
| | Nathaniel Smith | 119+117 Schestnut Ave 412 Howard St. |
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Please contact the Community and Economic Development Department at (920) 448-3400 with any questions.

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.1

To approve acceptance of the Walmart Spark Good Local Grant for $5,000 to be used for fire safety.

## BACKGROUND

On November 6, 2025, Chief Knott was informed that the Green Bay Metro Fire Department was being approved for a $1,500 award.

Spark Good Local Grant to Facility #1453 Status Update – Application ID 92178124 for City of Green Bay Metro Fire Department in the amount of $1,500.

On November 10, 2025, Chief Knott was informed that the Green Bay Metro Fire Department was being approved for an additional $3,500 award.

Spark Good Local Grant to Facility #1908 Status Update – Application ID 92178129 for City of Green Bay Metro Fire Department in the amount of 3,500.

On November 12, 2025, the City of Green Bay received two payments of $1,500 and $3,500.

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Walmart grant acceptance FIRE 2025

# GRANT TRACKING FORM

## PART #1: Notification of Grant Funds

(emailto:Kim.Rivest@greenbaywi.gov)

**DATE:** 12/09/2025

**APPLICANT DEPARTMENT:** FIRE

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

**APPROPRIATE COMMITTEE:** Finance

**NAME OF GRANT/FUNDING SOURCE:** Walmart Sparkgood

**AMOUNT OF GRANT REQUEST:** $5000

**LOCAL MATCH REQUIREMENT:** $0

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

**TIMEFRAME OF GRANT:** 12/15/2025 through 1/31/2026

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

**PURPOSE OF GRANT (summary):** The Green Bay Metro Fire Department's Community Risk Reduction Program promotes fire safety through education and prevention. Grant funds will support handouts and fire prevention supplies such as smoke alarm batteries, kitchen safety kits, and educational materials for children, seniors, and families. These resources help reduce fires, injuries, and deaths while building a safer, more resilient community.

**How does the grant meet City/Department needs?** This grant will allow us to purchase various fire prevention and community risk reduction handout materials to support our Mission.

**What are the personnel requirements (include both existing and new staff) of the grant?** N/A

**DEPARTMENT HEAD SIGNATURE:** _____

## PART #2: Request to Accept Grant Funds

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

**CFDA/STATE ID #:** N/A

**AMOUNT OF GRANT AWARD:** $5000

**LOCAL MATCH REQUIREMENT:** $0

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

**Please describe any major changes in proposed grant-funded activities:** none

**Please describe what the grant money will be spent on:** This grant will allow us to purchase various fire prevention and community risk reduction handout materials to support our Mission.

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

*FC = Finance Committee*

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.2

To approve the refurbishing of Green Bay Metro's fire boat, Marine 1, with Lake Assault Boats Service for a total cost of $173,597.00 approved with 2026 borrowing.

## BACKGROUND

This request is for the approval to re-furbish Green Bay Metro Fire Department's Fire BoatMarine 1. Marine 1 is currently a 2015 Lake Assault Fire Boat that covers the Fox River and Bay of Green Bay for emergency responses.

This refurbishment will include 2 new 250hp Mercury Verado's, propellers and rigging, paint above and below the waterline, fire pump service and certification, and transport to and from Lake Assault in Portsmouth, Virginia. The workmanship comes with a 90-day warranty from delivery. This purchase will be funded through 2026 approved bonding, 424400-55501-41259.

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Fire Finance Request Refurbish Marine Unit 1 Package 12-09-2025

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

Phone 920.448.3047
Fax 920.448.3050

12/03/2025

Finance Committee 12/09/2025.

For consideration with possible action to approve the purchase to re-furbish Green Bay Metro Fire Department's Fire Boat Marine 1. Marine 1 is currently a 2015 Lake Assault Fire Boat that covers the Fox River and Bay of Green Bay for emergency responses. This refurbishment will include 2 new 250hp Mercury Verado's, propellers and rigging, paint above and below the waterline, fire pump service and certification, and transport to and from Lake Assault in Portsmouth Virginia. The workmanship comes with a 90-day warranty from delivery.

This purchase will be funded through 2026 approved bonding, 424400-55501-41259.

Respectfully Submitted,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

**Lake Assault Boats Service/Warranty Division**
**Portsmouth Facility**
Phone: (757) 484-8905
3501 Shipwright Street
Portsmouth, VA 23703
Email: info@lakeassault.com
www.lakeassault.com

3 Dec 2025



**Green Bay Metro Fire Dept.**
**Fireboat Refurb**
**Quote VA-323-A-No Electronics**

Mike Vanden Avond
Battalion Chief
Green Bay Metro Fire Department

Chief Van Avond,

Thank you for the opportunity to price the refurbishment and repower of your Lake Assault Fireboat.

This proposal covers labor and material for the following:

Installation of two Mercury 250hp Verado outboards, including new controls, fuel filters, and propellers. The engines will use the existing steering system.

Above waterline and cabin exterior will be prepped and painted with original color 2-part linear polyurethane paint applied in accordance with paint manufacturer's directions. Paint to include basic cabin and hull colors with hull side accent stripe. Customer specific vinyl graphics not included.

Below waterline will be prepped and painted with barrier coat and non-cuprous anti-fouling paint applied in accordance with paint manufacturer's directions.

Fire pump engine will be serviced (lube oil, fuel and oil filters, spark plugs), pump end serviced, and a performance certification performed.

Estimated time for completion is 60 days from arrival, providing all new equipment is available.

An inspection of the boat will be performed upon arrival, and any unidentified work that is recommended will be reported at that time for determination if to add to the contract.

**Lake Assault Boats Service/Warranty Division**
**Portsmouth Facility**
Phone: (757) 484-8905
3501 Shipwright Street
Portsmouth, VA 23703
Email: info@lakeassault.com
www.lakeassault.com



| Pricing: | |
|---|---|
| Twin 250hp Mercury Verados- | $51,928.00 |
| Rigging, Propellers | $16,044.00 |
| Paint Above Waterline- | $58,000.00 |
| Paint Below Waterline (anti-fouling)- | $9,750.00 |
| Transport- | $19,500.00 |
| Labor- | $12,500.00 |
| Admin- | $3,000.00 |
| Fire Pump Service and Cert- | $2,875.00 |
| **Total-** | **$173,597.00** |

This quote is good for 30 days. A deposit of $60,000 is due upon receipt of Purchase Order. Remainder is due upon completion.

All new equipment is covered by the manufacturer's warranty. Lake Assault Boats workmanship is covered for 90 days from delivery.

Please contact us if you have any questions or concerns.

R/

***Smokey Glover***
*Director of Operations, East Coast*
Lake Assault Boats
Service/Warranty Division
3501-B Shipwright Street
Portsmouth VA 23703
Office 757-484-8905
Cell: 757-434-6119.
sglover@lakeassault.com

**City of Green Bay, Wisconsin**
**REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION**

**TO : Purchasing Division/Administrative Services** **DATE**: 12-1-25

**FROM: Department/Division** **REQUISITION #**

**List "No Substitute" Item(s) here:**

**No Substitute**

**Select One:**

- [X] 1) One Time Purchase — Estimated Cost: $ 173, 597.00
- [ ] 2) Annual Commodity purchase: — Estimated annual cost: $
- [ ] 3) Item may be purchased again: — Indicate term: — Estimated Annual Cost: $

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

**We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)**
**Check appropriate justification(s). Provide DETAILED explanation(s) below.**

- [X] 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- [ ] 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- [ ] 3. Item(s) is (are) only acceptable replacement part(s) known for_____(Identify)
- [ ] 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- [ ] 5. Safety:
- [ ] 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

**PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST** (additional info may be attached on a separate sheet):

See attachment *

**Approvals:**

Requestor: _____ Date: 12/2/25

Department Head: _____ Date: 12/2/25

Purchasing Manager: _____ Date: 12/2/25

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

Phone 920.448.3280

**To:** City of Green Bay Finance Committee & City of Green Bay Common Council
**From:** Green Bay Metro Fire Department
**Subject:** Request for Approval to Commence Refurbishment of 2015 Lake Assault Fire/Rescue Boat
**Date:** 12-01-2025

---

## Purpose

The Green Bay Metro Fire Department respectfully requests approval from the Finance Committee and the Common Council to proceed with the refurbishment of our 28-foot Lake Assault fire/rescue boat, originally placed into service in 2015. This request seeks authorization to begin the refurbishment process in advance of the 2026 Capital Improvement Plan (CIP) fund allocation to ensure project completion ahead of the 2026 open water and boating season.

---

## Background

For the past decade, this fire/rescue boat has served the citizens and visitors of the City of Green Bay through countless emergency responses, water rescues, and public safety operations. The vessel remains structurally sound and operational; however, key systems require modernization to maintain mission readiness and ensure reliability.

Refurbishing the existing boat presents a significant cost savings when compared to purchasing a new vessel. To be prepared for operations beginning in April or May 2026, work must begin in advance of the CIP funding schedule.

---

## Vendor and Timeline

The refurbishment work would be completed by Lake Assault Boats' Service Division located in Portsmouth, Virginia. This vendor is the sole source capable of performing the specialized services required for this vessel.

Estimated project duration is **approximately 60 days** from the time the boat arrives at their facility, contingent upon equipment availability.

---

## Scope of Work

The proposed refurbishment includes labor and materials for the following:

- **Engine Replacement**
  - Installation of two Mercury 250 HP Verado outboard engines.
  - Includes new controls, fuel filters, and propellers.
  - Engines to be integrated with the existing steering system.
- **Above-Waterline Exterior Work**
  - Preparation and repainting of above-waterline surfaces and cabin exterior.
  - Application of original-color, two-part linear polyurethane paint per manufacturer specifications.
  - Includes cabin and hull colors with accent stripe.
  - *Note: Customer-specific vinyl graphics are not included*
- **Below-Waterline Coating**
  - Preparation and repainting below the waterline
  - Application of barrier coat and non-cuprous anti-fouling paint per manufacturer specifications.
- **Fire Pump Service**
  - Fire pump engine service, including oil, fuel and oil filters, and spark plugs.
  - Pump-end service.
  - Performance certification.
- **Initial Inspection**
  - A full inspection will be completed upon arrival at the service facility.
  - Any additional or previously unidentified work will be documented and submitted for approval prior to being added to the contract.
- **Pick Up and Delivery**
  - Pick up and transportation to Portsmouth Virginia and delivery back to Green Bay upon completion of work.

---

## Request

The Green Bay Metro Fire Department requests **preapproval to initiate this refurbishment project ahead of the 2026 CIP funding allocation**. Starting the process now ensures that:

- The refurbishment can be scheduled and completed in time for the 2026 boating season.
- The department maintains uninterrupted marine rescue capability.
- The City of Green Bay benefits from cost savings associated with refurbishment vs. replacement.

Your approval will allow us to commit to the vendor's production timeline and secure necessary equipment, ensuring readiness for the upcoming operational season.

---

## Conclusion

The refurbishment of our 2015 Lake Assault rescue boat is a fiscally responsible and operationally essential investment. Early approval will allow the Fire Department to maintain vital marine response capabilities for the residents and visitors of the City of Green Bay.

We appreciate your consideration and are available to answer any questions or provide additional documentation as needed.

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.3

To approve a contract for SS4A Safe Streets to Traffic Analysis and Design Inc. (TADI) for $708,500 and city match up to a grant award of $916,000.

## BACKGROUND

This request is to approve a contract for RFP# 2025-20 SS4A Safe Streets to the lowest responsive responsible bidder, Traffic Analysis and Design Inc. (TADI). This project will be funded through a combination of funds. The attached document contains the grant grant information.
$916,000 Grant
$229,000 In Kind

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Safe Streets Finance Request #2025-20 - 12-09-2025
2. saftey plan cost summary

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

Phone 920.448.3047
Fax 920.448.3050

11/24/2025

Finance Committee 12/09/2025.

For consideration with possible action to approve a contract for RFP# 2025-20 SS4A Safe Streets to the lowest responsive responsible bidder Traffic Analysis and Design Inc. (TADI)

This project will be funded through a combination of funds. Document contains grant information
$916,000 Grant
$229,000 In Kind

Respectfully Submitted,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| November 26, 2024 | Cheryl Renier-Wigg Dev. Director |

## AGENDA ITEM

Consideration with possible action to approve accepting a grant award of $916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative

## BACKGROUND

The U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) initiative grant will support the creation of a comprehensive safety action plan (CSAP) aimed at making roads safer and reducing serious injury and fatal crashes across the city.

Key Elements of the Comprehensive Safety Action Plan:

Green Bay's CSAP will align with the city's vision zero goals, with a target of reducing fatal and serious injuries by 25% by 2030, 50% by 2035, 75% by 2040, and achieving zero fatalities and serious injuries by 2045. The plan will adopt a holistic Safe System Approach, addressing key areas such as safe speeds, safer roads, safer vehicles, and improved post-crash care.

The grant also funds several innovative supplemental planning activities to ensure the CSAP is comprehensive and effective:

- Proactive Risk Measures: A city-wide analysis using proactive risk assessment methods to identify potential high-risk areas before crashes occur.

- Illuminance Evaluation: Evaluating city-wide street lighting to identify areas in need of improvement, particularly in underserved neighborhoods.

- Bike Connectivity and Flexible Transportation: Studying potential locations for bike-share facilities and assessing connectivity needs for safer bike routes.

- Pedestrian and Cyclist Safety: Evaluating high-pedestrian and bicycle activity areas to assess the feasibility of safety improvements.

- Speed Management Plan: Developing a city-wide speed management plan to address speeding concerns, including the use of real-time speed monitoring systems.

Finally, the City of Green Bay will implement the following demonstration activities to test potential safety solutions and gather public feedback:

- Traffic Calming Demonstrations: Temporary installations such as bump-outs, protected bike lanes, and lane reductions will be piloted to reduce speeds and improve safety in high-risk corridors.

- Real-Time Speed Monitoring: Piloting speed monitoring devices that communicate real-time data to law enforcement, allowing for targeted speed enforcement in areas with high incidents of speeding.

- Public Engagement Through Enforcement and Education: Targeted law enforcement and public education campaigns will be implemented to raise awareness about road safety and reinforce safer road user behavior.

The comprehensive plan will be completed by December 31, 2027, with various demonstration activities and supplemental planning efforts occurring in the interim to gather data and test solutions. The City will work closely with the community to ensure that this plan reflects the needs and priorities of all Green Bay residents.

## RECOMMENDATION

To approve accepting a grant award of $916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative and authorize Mayor Genrich to execute all contracts

## FISCAL IMPACT

There is a 20% match requirement which will be met by Capital Improvement Projects funding and Staff time spent on enforcement. This will require a waiver.

## ATTACHMENTS

Award letter

# GRANT TRACKING FORM

## PART #1: Notification of Grant Funds

(emailto:Kim.Rivest@greenbaywi.gov)

**APPLICANT DEPARTMENT:** Community and Economic Development **DATE:** 1/9/2025

**APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE:** Stephanie Hummel/Planner II

**APPROPRIATE COMMITTEE:** Finance

**NAME OF GRANT/FUNDING SOURCE:** Safe Street For All/USDOT

**AMOUNT OF GRANT REQUEST:** $916,000 **LOCAL MATCH REQUIREMENT:** $229,000

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

**TIMEFRAME OF GRANT:** 4/1/2025 through 12/31/2027

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

**PURPOSE OF GRANT (summary):** Will allow for the creation of a comprehensive safety action plan (CSAP) aimed at making roads safer and reducing serious injury and fatal crashes across the city.

**How does the grant meet City/Department needs?** Green Bay's CSAP will align with the city's vision zero goals, with a target of reducing fatal and serious injuries by 25% by 2030, 50% by 2035, 75% by 2040, and achieving zero fatalities and serious injuries by 2045.

**What are the personnel requirements (include both existing and new staff) of the grant?** A portion of the 20% City matched will be completed through administration time by the Planner II and Capitol Improvement Projects completed by various DPW staff.

**DEPARTMENT HEAD SIGNATURE:** _____

## PART #2: Request to Accept Grant Funds

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

**AMOUNT OF GRANT AWARD:** $916,000 **CFDA/STATE ID #:** _____

**LOCAL MATCH REQUIREMENT:** $229,000

**Please describe the source of match, if applicable:** Staff time and project equipment for demonstration portion of grant

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

**Please describe what the grant money will be spent on:**

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

*FC = Finance Committee*

# GRANT TRACKING FORM

- Proactive Risk Measures: A city-wide analysis using proactive risk assessment methods to identify potential high-risk areas before crashes occur.
- Illuminance Evaluation: Evaluating city-wide street lighting to identify areas in need of improvement, particularly in underserved neighborhoods.
- Bike Connectivity and Flexible Transportation: Studying potential locations for bike-share facilities and assessing connectivity needs for safer bike routes.
- Pedestrian and Cyclist Safety: Evaluating high-pedestrian and bicycle activity areas to assess the feasibility of safety improvements.
- Speed Management Plan: Developing a city-wide speed management plan to address speeding concerns, including the use of real-time speed monitoring systems.

-The City of Green Bay will implement the following demonstration activities to test potential safety solutions and gather public feedback:
- Traffic Calming Demonstrations: Temporary installations such as bump-outs, protected bike lanes, and lane reductions will be piloted to reduce speeds and improve safety in high-risk corridors.
- Real-Time Speed Monitoring: Piloting speed monitoring devices that communicate real-time data to law enforcement, allowing for targeted speed enforcement in areas with high incidents of speeding.
- Public Engagement Through Enforcement and Education: Targeted law enforcement and public education campaigns will be implemented to raise awareness about road safety and reinforce safer road user behavior.

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

*FC = Finance Committee*

Purchasing Department
100 North Jefferson Street • Room 410
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

11/13/25

RE: Notice of Intent to Award
RFP # 2025-20 Safe Streets SS4A

Dear Sir/Madam:

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

The City of Green Bay Community & Economic Development is recommending awarding the Safe Streets SS4A to TADI in the amount of $916,000 with In-Kind Contributions of $229,000.

The recommended award will be brought for approval before the next Finance Committee meeting scheduled for December 9, 2025 @ 4:30 PM.

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 920-448-3048.

Sincerely,

Thomas Walenski

Thomas J. Walenski
Procurement Manger

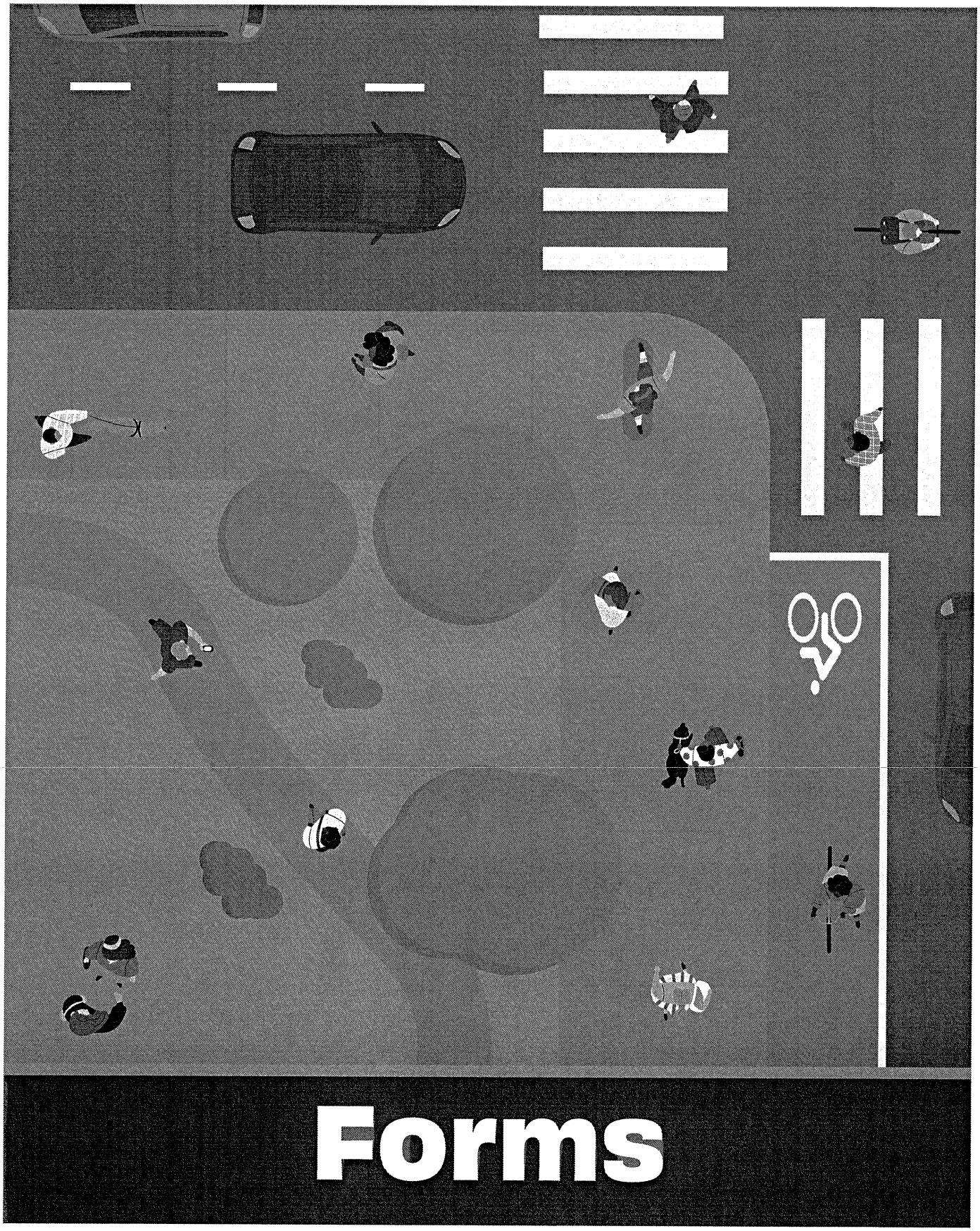
Attachment

Cc: Stephaine Hummel

| CITY OF GREEN BAY BID SUMMARY |
|---|
| RFP #2025-20 Safe Streets SS4A |
| ISSUED: 07/31/2025 DUE: 09/04/2025 |
| CC: 95890, 92593, 96877, 96889 |
| Scoring Criteria & Points |

| | | Highest Score (Avg.) | | | ----> | | | ----> | | | ----> | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Evaluation Team Total Possible Points | | TADI | | | Toole Design | | | Alta Planning & Design | | | Mead & Hunt | | |
| | Categories | Option #1 | | | Option #2 | | | Option #3 | | | Option #4 | | |
| | | EV1 | EV2 | EV3 | EV1 | EV2 | EV3 | EV1 | EV2 | EV3 | EV1 | EV2 | EV3 |
| 30 | Organizational Capabilities | 30 | 20 | 25 | 30 | 29 | 23 | 30 | 30 | 20 | 30 | 30 | 20 |
| 25 | Staff Qualifications | 25 | 25 | 25 | 25 | 25 | 23 | 25 | 25 | 22 | 25 | 25 | 20 |
| 15 | Proposal Requirements | 15 | 10 | 15 | 15 | 14 | 15 | 15 | 15 | 15 | 15 | 15 | 13 |
| 20 | Price | 20 | 20 | 20 | 18 | 20 | 15 | 16 | 20 | 15 | 14 | 20 | 10 |
| 10 | References | 9 | 10 | 10 | 8 | 10 | 8 | 5 | 10 | 9 | 7 | 10 | 8 |
| 100 | Vendor Score(s) (Total Possible Points = 100) | 99 | 85 | 95 | 96 | 98 | 84 | 91 | 100 | 81 | 91 | 100 | 71 |
| | | 93.00 | | | 92.67 | | | 90.67 | | | 87.33 | | |

**Recommendation:** Award TADI as the highest scoring vendor that provided the best overall solution and value to the City of Green Bay.



# Forms

## Form A: Signature Affidavit

## RFP #: 2025-20

*This form must be returned with your response.*

In signing Proposals/Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals/Proposals, that Proposals/Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals/Proposals have not been knowingly disclosed prior to the opening of Proposals/Proposals to any other Proposal/Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposal/Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals/Proposals, declares that the attached Proposals/Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposal/Proposers shall provide the information requested below. Include the legal name of the Proposal/Proposers and signature of the person(s) legally authorized to bind the Proposal/Proposers to a contract.

Has your Company ever been debarred / Yes or No If, So Please Explain

Traffic Analysis & Design, Inc.
COMPANY NAME

Stephanie M. Olsson
SIGNATURE

8/28/2025
DATE

Stephanie M. Olsson
PRINT NAME OF PERSON SIGNING

## Form B: Receipt of Forms and Submittal Checklist

## RFP #: 2025-20

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

| Forms | Initial to Acknowledge SUBMITTAL | Initial to Acknowledge RECEIPT |
|---|---|---|
| Description of Services/Commodities | N/A | SMO |
| Form A: Signature Affidavit | SMO | N/A |
| Form B: Receipt of Forms and Submittal Checklist | SMO | N/A |
| Form C: Vendor Profile | SMO | N/A |
| Form D: Proposal Offer Form | SMO | N/A |
| Form E: References | SMO | N/A |
| Statement of Qualifications (SOQ) if necessary | SMO | |
| Appendix A: Standard Terms & Conditions | N/A | SMO |
| Appendix B: Sample Contract for Purchase of Services | N/A | SMO |
| Appendix C: Insurance Requirements | SMO | |
| Addendum # **Addendum A - Safe Streets 2025-20** | SMO | |
| | | |
| | | |

Traffic Analysis & Design, Inc.

COMPANY NAME

# Form C: Vendor Profile

# RFP #: 2025-20

*This form must be returned with your response.*

## COMPANY INFORMATION

| | | | |
|---|---|---|---|
| COMPANY NAME (Make sure to use your complete, legal company name.)<br>Traffic Analysis & Design, Inc. | | | |
| FEIN<br>39-2042310 | (If FEIN is not applicable, SSN collected upon award) | | |
| CONTACT NAME (Able to answer questions about proposal.)<br>John Campbell | TITLE<br>Director of Traffic Safety Services | | |
| TELEPHONE NUMBER<br>4143503256 | FAX NUMBER | | |
| EMAIL<br>jcanpbell@tadi-us.com | | | |
| ADDRESS<br>PO Box 128 | CITY<br>Cedarburg | STATE<br>WI | ZIP<br>53012 |

## ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

| | | | |
|---|---|---|---|
| CONTACT NAME<br>John Bieberitz | TITLE<br>President | | |
| TELEPHONE NUMBER<br>2623771845 | FAX NUMBER | | |
| EMAIL<br>jbieberitz@tadi-us.com | | | |
| ADDRESS<br>PO Box 128 | CITY<br>Cedarburg | STATE<br>WI | ZIP<br>53012 |

## CREDIT CARD

| | |
|---|---|
| STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD:<br>***The City does not pay service charges.*** | **YES** _____ or **NO** X _____<br>(check one) |

**Form D: Proposal Offer**

**Form RFP #: 2025-20**

*This form must be returned with your response.*

## Scope of Work

### A. Development of Project Work Plan (REFER TO PAGE 12)

The Consultant, in collaboration with City staff, is expected to develop a project workplan based on the approved grant agreement and grant award. The project work plan will detail processes and timelines to achieve specific benchmarks associated with project stages.

### B. Data Gathering and Analysis (REFER TO PAGE 12)

Includes careful data collection and an analysis of present conditions. Collection and analysis of data should be focused on what is necessary to support the grant administration process. This item is anticipated to include:

- City-wide traffic and safety data collection, including but not limited to:
  - Functional Classification of Roadways, including traffic counts
  - Speed Data
  - Crash Data
  - Bicycle, Pedestrian, Multi-Modal, and Transit Systems
  - Traffic Signal Timing Data
  - Roadway Condition Reports
- Reviewing internal and external planning and engineering documents for incorporation in this planning effort
- Researching Population Data related to Underserved Communities
- Gathering Information concerning existing enforcement and education programs
- GIS mapping
- Reviewing Comprehensive Plan 2050 public participation feedback

### C. Identifying Issues and Opportunities (REFER TO PAGE 14)

Involves minor public participation. Will also use recently collected public feedback from the Comprehensive Plan 2050 update. Issues and opportunities are identified by city staff, stakeholders, and residents. This item is anticipated to include:

- Creating educational resources to foster public participation such as interfaces on the City's website and social media
- Interviews with city officials and staff to identify current policy objectives and solicit perceived issues and opportunities

### D. Creating the Comprehensive Safety Action Plan (REFER TO PAGE 14)

Carefully crafting objectives, policies, and recommendations that will realize the vision zero goal. This item is anticipated to include:

- Drafting a plan to identify and prioritize countermeasures aimed at reducing fatal and serious injury crashes
- Ensure underserved communities or neighborhoods are equally served by this plan

- Review of plan through City staff and the City's Traffic, Bicycle and Pedestrian Commission and final review and approval by the City Council.

E. **Supplemental Planning Activities (REFER TO PAGES 14-21)**

Use the Comprehensive Safety Action Plan and approved grant activities to complete supplemental planning actions. This item is anticipated to include:

- Bicycle & Pedestrian Risk Assessments using proactive risk measures
- Street Lighting Assessments to evaluate illuminance and identify possible improvements
- Bike Share Feasibility Study for placement of potential bike share facilities
- Road Safety Audits of High-Injury Network
- Bike Trails Interconnectivity Assessment to identify needs
- Micro Transit Planning Study on flexible transportation options
- Traffic Studies on High-Injury Network to gain a better understanding of safety improvement feasibility
- Near-Miss Analysis to proactivity assess safety, particularly in locations with bicycle and pedestrian activity
- Speed Management Plan to create accountability for speed management in the city

**F. Demonstration Activities (REFER TO PAGE 22)**

Use the Comprehensive Safety Action Plan and approved grant activities to complete supplemental demonstration activities. This item is anticipated to include but is not limited to:

- Piloting Traffic Calming Strategies: the city has a Shared Vision Corridor Plan that identified numerous opportunities to implement temporary traffic calming measures such as temporary bump-outs, protected bike lanes, motor vehicle lane reductions, and roadway closures to motor vehicle traffic. The exact locations and strategies will be determined by a task force.
- Piloting Real-Time Speed Management: the system would include a to-be-determined number of speed devices in the field that would communicate to a software package that provides real-time speed information to law enforcement to identify locations where speeding is prevalent.
- Piloting Targeting Law Enforcement: to inform the safety action plan. The specific areas of enforcement will be determined by a task force that will use information gathered in the safety action plan development to identify the specific targeted enforcement strategies.
- Piloting Targeted Education: to inform the safety action plan. The specific areas of education will be determined by a task force that will use information gathered in the safety action plan development to identify the specific targeted education strategies

## III. Timeline and Budget

The anticipated timeline for planning process completion is between 30-36 months from initiation. The City's approved budget is as follows:

| | |
|---|---|
| **Personnel** | **42,188** |
| **Fringe Benefits** | 14,062 |
| **Travel** | 0.00 |
| **Equipment** | 0.00 |
| **Supplies** | 202,500 |
| **Contractual** | 881,250 |
| **Construction** | 0.00 |
| **Other** | 5,000 |
| **Total Direct Charges** | 1,145,000 |
| **Indirect Charges** | 0.00 |
| **TOTAL** | **1,145,000** |

# IV. Proposal Requirements

## A. Proposal Content and Organization

Proposals should be organized in the following order and contain all of the following information:

1. **Title Page** (REFER TO PAGE 1)

   Show the proposal title, the name of firm, address, telephone numbers, name of contact person, the date, and other relevant company information.
2. **Cover Letter** (REFER TO PAGES 2-4)

   Identify the project for which the proposal has been prepared. Briefly state your understanding of the services requested. Provide the names, titles, address, and contact information of the persons authorized to make representations for your firm. Also include a list and contact information for any sub-consultants and the work they will perform.
3. **Proposal Narrative**

   a. **Project Approach and Scope** (REFER TO PAGES 6-22)

   Describe your approach to the project and your proposed scope of work. Identify specific planning and engineering tools and methods that will achieve the project goals and objectives. Provide a generalized project timeline indicating the distinct phases of the project and major milestones and what deliverables can be expected at each phase. Provide detail on how City staff will be involved.

   b. **Key Project Staff** (REFER TO PAGES 28-50)

   Identify the designated project manager and key project staff, along with their availability, experiences, previous work with the City of Green Bay, and capacity to carry out the needs for this project. Include resumes for each of the individuals and identify any sub-consultants.

   c. **Experience and Project Examples** (REFER TO PAGES 51-68)

   Describe your firm's experience in similar areas of expertise and its adaptability to provide the required services for this project. Describe your firm's past project success with the City of Green Bay, if applicable. Include examples for which your firm has supplied similar services and successfully executed similar projects for other municipalities. Provide client reference contact information.

   d. **Project and Community Understanding** (REFER TO PAGES 69-75)

   Provide a brief written summary of your understanding of the work and the City's expectations for the project.

   e. **Project Cost** (REFER TO PAGES 23-27)

   Indicate the total cost of the proposed project approach and scope of services. Provide the billing rates for the individuals that are anticipated to be involved with the project. Detail any location or overhead efficiencies that may reduce total costs.

COMPANY NAME **Traffic Analysis & Design, Inc. (TADI)**

# Form E:

# References

# Work Experience

## RFP #: 2025-20

*This form must be returned with your response.*

| REFERENCE #1 – CLIENT INFORMATION | | | |
|---|---|---|---|
| COMPANY NAME<br>Portage County Planning and Zoning | CONTACT NAME<br>Kristen Johnson, Planner | | |
| ADDRESS<br>1462 Strongs Ave. | CITY<br>Stevens Point | STATE<br>WI | ZIP<br>54481 |
| TELEPHONE NUMBER<br>715-343-6289 | FAX NUMBER<br>715-346-1677 | | |
| EMAIL<br>johnsokr@co.portage.wi.gov | | | |
| CONTRACT PERIOD<br>Aug. 2024 - Oct. 2026 | YEAR COMPLETED<br>Contract End Date: 10/1/26 | TOTAL COST<br>$235,938 | |
| DESCRIPTION OF THE PERFORMED WORK<br>TADI is the lead the consultant for a county-wide **Safety Action Plan**, including the following: PIMs, Online Public Survey, task force assignments, Updated Bicycle and Pedestrian Plan, High-Injury Network, NEPA paperwork, Demonstration Activities (urban & rural), Walk/Roll Audits, ADA Assessments, etc. Four municipalities participated: Stevens Point, Plover, Whiting, and Park Ridge. Project is 85% complete; awaiting DA results before finalization. | | | |

| | | | |
|---|---|---|---|
| COMPANY NAME<br>City of Janesville | CONTACT NAME<br>Ahnaray Bizjak | | |
| ADDRESS<br>18 N Jackson St. | CITY<br>Janesville | STATE<br>WI | ZIP<br>53548 |
| TELEPHONE NUMBER<br>608-755-3171 | | | |
| EMAIL<br>bizjaka@janesvillewi.gov | | | |
| CONTRACT PERIOD<br>2022 as part of Master On-Call Services | YEAR COMPLETED<br>2022 | TOTAL COST<br>$31,850* | |
| DESCRIPTION OF THE PERFORMED WORK<br>In 2022, TADI prepared a **Road Safety Plan** for the City of Janesville that included identifying high risk intersection and corridors, identifying funding opportunities, performing pedestrian risk assessments, and high-definition video analysis & ped/bike tracking for key locations. In the past decade, *TADI has conducted >$150,000 in safety and traffic services Janesville to improve safety and traffic efficients. Most recently, TADI assisted Janesville in applying for SS4A funding. | | | |

Additional references:

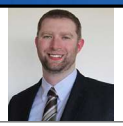
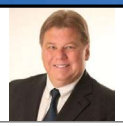
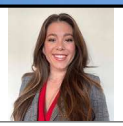
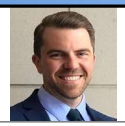
| Client | Safety Services | Reference Person |
|---|---|---|
| Brown County | **Safety Action Plan** (completion: Dec. 2025) | Chris Hardy, 920.662.2170 |
| City of West Bend | **Safety Action Plan**/HSIP Apps (2023) | Jessica Wildes, 262.339.5658 |
| Whitefish Bay | Community-wide Bicycle & Pedestrian Safety Study (2024/2025) | Matt Collins, 414.962.6690 |
| Milwaukee County | Led **7 Safety Action Plans** & Assisted with County's (2025) | Jeff Sponcia, 414.257.5948 |
| City of Eau Claire | Comprehensive Safety Screening (2020) | Leah Ness, 715.839.4934 |
| Waukesha County | Comprehensive Safety Screening (2024) | Brett Wallace, 262.896-8538 |
| Rock County | Intersection Safety Screening & SS4A Application (2022/2025) | Duane Jorgenson, 608.757.5450 |
| Ozaukee County | Intersection Safety Screening/HSIP Apps (2025) | Jon Edgren, 262.442.3961 |
| WisDOT | Statewide Ped/Bike Safety Assessment (2023) | Mike Finkenbinder, 608.266.1620 |
| WisDOT | Near-Miss Data Analytics Procurement (2024) | Dan Brugman, 715.421.8337 |
| WisDOT | Statewide Serious Injury/Fatal Crash Review (annually) | Sean Debels, 715.365.5740 |

## Hourly Effort by Task Summary

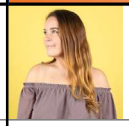
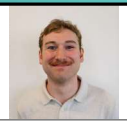
| | TADI | | | | | | | | | All Together | | | Civiltech | | | | | | Revelation | | | | Expenses | | | | Fee Totals | | Green Bay | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Staff:** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | | | | | |  | | |
| **Name:** | John Campbell | Pete Garcia | Derek Hungness | Christian Stemke | Dan Bieberitz | Amy Pomeroy | Angela Rinaldi | Dustin Wolford | TADI Field Staff | Abigail Rose | Grace Li | Robin Marquand | Stan Lukasz | Lisa Sweeney | Jose Willman | Edith Portales | Alli Hansen | Steve Poutsch | Brian Lee | Taylor Kennedy | Jamie Onesch | Brooke Carmody | | | | | | | | | |
| **Title:** | Director of Traffic Engineering Safety Services | Senior Transportation Engineer | Senior Transportation Planner | Senior Traffic Safety Engineer | Senior Traffic Safety Engineer | Senior Traffic Safety Engineer | Traffic Safety Engineer | Senior Traffic Engineer | Field Technician | Senior Planner & Designer | Planner | Designer | Senior Project Manager | Project Manager, Senior Transportation Planner | Transportation Planner IV | Transportation Planner III | Transportation Planner I | Senior Traffic Engineer | President | PI Associate 1 | PI Associate 2 | PI Associate 3 | | | | | | | | | |
| **Role:** | Project Manager | WisDOT Liaison & Grant Specialist | GIS/GC, Planning | Lead Engineer | Improvements & WisDOT Liaison | Data Analysis & Improvements | Data Analysis & Engagement | Operations, ITS, and Speed Management | Data Collection Deployments | Deputy Project Manager | Engagement Specialist / Planner | Designer | GIS/GC, Engineering | Planning Lead | Planning | Planning | Planning & Engagement | Traffic Engineering | GIS/GC, Engagement | Public Engagement Distribution | Outreach & Events | Engagement & Planning (Based in Green Bay) | TADI | All Together. | CARTEGRAPH | revelation | | | | | |
| **Task** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Safety Action Plan Development** | 62 | 10 | 10 | 148 | 22 | 42 | 238 | 30 | 0 | 106 | 64 | 42 | 7 | 27 | 33 | 34 | 18 | 20 | 66 | 50 | 64 | 44 | $ 762 | $ 3,000 | $ - | $ 990 | 1,137 | $ 160,195 | $ 40,571 | $ - | $ - |
| A. Development of Project Work Plan | 22 | 2 | 2 | 28 | 2 | 2 | 46 | 4 | 0 | 44 | 24 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 12 | 12 | 4 | $ 762 | $ - | $ - | $ - | 269 | $ 39,594 | $ 9,360 | | |
| B. Data Gathering & Analysis | 11 | 2 | 2 | 44 | 12 | 12 | 76 | 18 | 0 | 48 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 46 | 38 | 52 | 40 | $ - | $ 3,000 | $ - | $ 990 | 429 | $ 56,084 | $ 14,472 | | |
| C. Identifying Issues & Opportunities | 8 | 2 | 2 | 40 | 8 | 10 | 80 | 4 | 0 | 6 | 4 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | 174 | $ 22,810 | $ 7,668 | | |
| D. Enrolling the Community in the Safety Action Plan | 20 | 4 | 4 | 36 | 0 | 16 | 36 | 4 | 0 | 6 | 8 | 0 | 7 | 27 | 33 | 34 | 18 | 20 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | 265 | $ 36,710 | $ 9,071 | | |
| **Supplemental Planning Activities** | 195 | 0 | 46 | 488 | 122 | 193 | 675 | 420 | 328 | 58 | 68 | 32 | 0 | 48 | 109 | 47 | 107 | 112 | 0 | 0 | 0 | 0 | $ 18,141 | $ - | $ 2,614 | $ - | 3,048 | $ 437,978 | $ 106,243 | $ - | $ - |
| Supplemental Planning #1 - Bicycle & Pedestrian Risk Assessment | 45 | 0 | 0 | 124 | 4 | 132 | 264 | 8 | 0 | 24 | 36 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 1,260 | $ - | $ - | $ - | 469 | $ 101,270 | $ 20,794 | | |
| Supplemental Planning #2 - Street Lighting Assessment | 43 | 0 | 0 | 148 | 0 | 0 | 32 | 332 | 44 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 7,371 | $ - | $ - | $ - | 619 | $ 81,480 | $ 19,035 | | |
| Supplemental Planning #3 - Bike Share Feasibility Study | 6 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 20 | 0 | 0 | 17 | 32 | 13 | 35 | 14 | 0 | 0 | 0 | 0 | $ - | $ - | $ 840 | $ - | 160 | $ 24,371 | $ 5,711 | | |
| Supplemental Planning #4 - Transit Safety Audit of Highway Network | 22 | 0 | 0 | 42 | 0 | 0 | 98 | 56 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 77 | 0 | 0 | 0 | 0 | $ 9,564 | $ - | $ 934 | $ - | 300 | $ 47,869 | $ 11,421 | | |
| Supplemental Planning #5 - Bike Trails Interconnectivity Study | 4 | 0 | 12 | 0 | 6 | 0 | 38 | 0 | 0 | 8 | 12 | 4 | 0 | 16 | 32 | 13 | 34 | 14 | 0 | 0 | 0 | 0 | $ - | $ - | $ 560 | $ - | 170 | $ 24,147 | $ 5,711 | | |
| Supplemental Planning #6 - Metro Transit Priority Study | 4 | 0 | 12 | 0 | 0 | 0 | 24 | 0 | 0 | 8 | 12 | 4 | 0 | 16 | 32 | 21 | 37 | 5 | 0 | 0 | 0 | 0 | $ - | $ - | $ 560 | $ - | 170 | $ 23,854 | $ 5,711 | | |
| Supplemental Planning #7 - Traffic Studies on High Injury Network | 16 | 0 | 0 | 12 | 116 | 0 | 0 | 20 | 180 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 1,260 | $ - | $ - | $ - | 346 | $ 48,454 | $ 11,421 | | |
| Supplemental Planning #8 - Road Miles Analysis | 20 | 0 | 0 | 172 | 0 | 0 | 142 | 16 | 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 4,356 | $ - | $ - | $ - | 474 | $ 66,948 | $ 13,895 | | |
| Supplemental Planning #9 - Speed Management Plan | 20 | 0 | 0 | 0 | 0 | 52 | 0 | 90 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 540 | $ - | $ - | $ - | 129 | $ 19,917 | $ 4,134 | | |
| **Demonstration Activities** | 44 | 10 | 0 | 16 | 24 | 16 | 48 | 94 | 0 | 144 | 154 | 66 | 5 | 0 | 0 | 0 | 0 | 15 | 0 | 0 | 0 | 0 | $ 932 | $ 6,844 | $ - | $ - | 626 | $ 110,330 | $ 25,936 | $ 56,250 | $ 207,500 |
| Demonstration Activity #1 - Flashing In-Street Crossing Warnings | 16 | 10 | 0 | 8 | 24 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 15 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | 107 | $ 18,158 | $ 4,283 | | $ 127,500 |
| Demonstration Activity #2 - Flashing Beacons Signage and Pavement | 16 | 0 | 0 | 0 | 0 | 16 | 0 | 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 404 | $ - | $ - | $ - | 96 | $ 16,268 | $ 3,837 | | $ 80,000 |
| Demonstration Activity #3 - Pilot Bus Stop Boarding Island | 4 | 0 | 0 | 8 | 0 | 0 | 16 | 4 | 0 | 24 | 72 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ 1,727 | $ - | $ - | 86 | $ 15,014 | $ 3,569 | $ 56,250 | |
| Demonstration Activity #4 - Pilot Leading Pedestrian Intervals | 8 | 0 | 0 | 0 | 0 | 0 | 32 | 0 | 0 | 120 | 132 | 48 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ 633 | $ 5,117 | $ - | $ - | 337 | $ 59,870 | $ 14,247 | | |
| **Total Hours** | 301 | 20 | 56 | 652 | 168 | 251 | 961 | 544 | 328 | 308 | 286 | 130 | 12 | 75 | 142 | 81 | 125 | 147 | 66 | 50 | 64 | 44 | | | | | 4,811 | | | | |
| **Cost Estimate** | $ 58,996 | $ 3,192 | $ 12,230 | $ 87,629 | $ 31,787 | $ 36,546 | $ 100,905 | $ 88,346 | $ 29,389 | $ 59,318 | $ 44,659 | $ 16,917 | $ 2,816 | $ 14,848 | $ 17,804 | $ 8,434 | $ 10,631 | $ 26,839 | $ 8,358 | $ 5,363 | $ 6,865 | $ 3,147 | $ 19,835 | $ 9,844 | $ 2,614 | $ 990 | | $ 708,500 | $ 172,750 | $ 56,250 | $ 207,500 |
| Loaded Billing Rate (Includes overhead, fixed fee, and future year escalations over the duration of a 30 month project) | $ 196.01 | $ 159.62 | $ 218.40 | $ 134.48 | $ 189.21 | $ 145.60 | $ 105.01 | $ 162.40 | $ 89.63 | $ 192.55 | $ 156.15 | $ 130.15 | $ 234.66 | $ 197.96 | $ 125.38 | $ 104.14 | $ 85.09 | $ 182.58 | $ 126.64 | $ 107.26 | $ 107.26 | $ 71.52 | | | | | | Contract Fee | Invoiced Construction | Invoiced Construction | Reimbursable |

# Hourly Effort by Task Summary

## TADI

| Staff: |  |  |  |  |  |  |  |  |  |
|---|---|---|---|---|---|---|---|---|---|
| **Name:** | John Campbell | Pete Garcia | Derek Hungness | Christian Sternke | Dan Bieberitz | Amy Pomeroy | Angela Rinaldi | Derrin Wolford | TADI Field Staff |
| **Title:** | Director of Traffic Engineering Safety Services | Senior Transportation Engineer | Senior Transportation Planner | Senior Traffic Safety Engineer | Senior Traffic Safety Engineer | Senior Traffic Safety Engineer | Traffic Safety Engineer | Senior Traffic Engineer | Field Technician |
| **Role:** | Project Manager | FHWA Liaison & Grant Specialist | QA/QC, Planning | Lead Engineer | Improvements & WisDOT Liaison | Data Analysis & Improvements | Data Analysis & Engagement | Operation, ITS, and Speed Management | Data Collection Deployments |
| **Task** | | | | | | | | | |
| **Safety Action Plan Development** | 62 | 10 | 10 | 148 | 22 | 42 | 238 | 30 | 0 |
| A. Development of Project Work Plan | 23 | 2 | 2 | 28 | 2 | 2 | 46 | 4 | 0 |
| B. Data Gathering & Analysis | 11 | 2 | 2 | 44 | 12 | 12 | 76 | 18 | 0 |
| C. Identifying Issues & Opportunities | 8 | 2 | 2 | 40 | 8 | 10 | 80 | 4 | 0 |
| D. Creating the Comprehensive Safety Action Plan | 20 | 4 | 4 | 36 | 0 | 18 | 36 | 4 | 0 |
| **Supplemental Planning Activities** | 195 | 0 | 46 | 488 | 122 | 193 | 675 | 420 | 328 |
| Supplement Planning #1 - Bicycle & Pedestrian Risk Assessment | 45 | 0 | 0 | 124 | 4 | 132 | 364 | 8 | 0 |
| Supplement Planning #2 - Street Lighting Assessment | 43 | 0 | 0 | 138 | 0 | 0 | 32 | 222 | 84 |
| Supplement Planning #3 - Bike Share Feasibility Study | 6 | 0 | 12 | 0 | 0 | 9 | 0 | 0 | 0 |
| Supplement Planning #4 - Road Safety Audit of High-Injury Network | 27 | 0 | 0 | 42 | 0 | 0 | 98 | 56 | 0 |
| Supplement Planning #5 - Bike Trails Interconnectivity Study | 4 | 0 | 12 | 0 | 0 | 0 | 18 | 0 | 0 |
| Supplement Planning #6 - Micro Transit Planning Study | 4 | 0 | 13 | 0 | 0 | 0 | 21 | 0 | 0 |
| Supplement Planning #7 - Traffic Studies on High Injury Network | 16 | 0 | 0 | 12 | 118 | 0 | 0 | 20 | 180 |
| Supplement Planning #8 - Near Miss Analysis | 30 | 0 | 0 | 172 | 0 | 0 | 142 | 16 | 64 |
| Supplement Planning #9 - Speed Management Plan | 20 | 0 | 9 | 0 | 0 | 52 | 0 | 98 | 0 |
| **Demonstration Activities** | 44 | 10 | 0 | 16 | 24 | 16 | 48 | 94 | 0 |
| Demonstration Activity #1 - Piloting Traffic Calming Strategies | 16 | 10 | 0 | 8 | 24 | 0 | 0 | 24 | 0 |
| Demonstration Activity #2 - Piloting Real-Time Speed Management | 16 | 0 | 0 | 0 | 0 | 16 | 0 | 64 | 0 |
| Demonstration Activity #3 - Piloting Targeted Law Enforcement | 4 | 0 | 0 | 8 | 0 | 0 | 16 | 4 | 0 |
| Demonstration Activity #4 - Piloting Targeted Education | 8 | 0 | 0 | 0 | 0 | 0 | 32 | 2 | 0 |
| **Total Hours** | **301** | **20** | **56** | **652** | **168** | **251** | **961** | **544** | **328** |
| **Cost Estimate** | **$ 58,996** | **$ 3,192** | **$ 12,230** | **$ 87,629** | **$ 31,987** | **$ 36,546** | **$ 100,905** | **$ 88,346** | **$ 29,389** |
| Loaded Billing Rates (include overhead, fixed fee, and future year escalators over the duration of a 30 month project) | $ 196.00 | $ 159.60 | $ 218.40 | $ 134.40 | $ 190.40 | $ 145.60 | $ 105.00 | $ 162.40 | $ 89.60 |

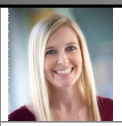
# Hourly Effort by Task Summary

| | All Together | | | Civiltech | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Staff:** |  |  |  |  |  |  |  |  |  |
| **Name:** | Abigail Rose | Grace Li | Robin Marquand | Stan Lukasz | Lissa Sweeney | Josie Willman | Edith Portales | Will Hansen | Steve Pautsch |
| **Title:** | Senior Planner & Designer | Planner | Designer | Senior Project Manager | Project Manager, Senior Transportation Planner | Transportation Planner IV | Transportation Planner III | Transportation Planner I | Senior Traffic Engineer |
| **Role:** | Deputy Project Manager | Engagement Specialist / Planner | Designer | QA/QC, Engineering | Planning Lead | Planning | Planning | Planning & Engagement | Traffic Engineering |
| **Task** | | | | | | | | | |
| **Safety Action Plan Development** | 106 | 64 | 42 | 7 | 27 | 33 | 34 | 18 | 20 |
| A. Development of Project Work Plan | 44 | 36 | 32 | 0 | 0 | 0 | 0 | 0 | 0 |
| B. Data Gathering & Analysis | 48 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| C. Identifying Issues & Opportunities | 6 | 4 | 10 | 0 | 0 | 0 | 0 | 0 | 0 |
| D. Creating the Comprehensive Safety Action Plan | 8 | 0 | 0 | 7 | 27 | 33 | 34 | 18 | 20 |
| **Supplemental Planning Activities** | 58 | 68 | 32 | 0 | 48 | 109 | 47 | 107 | 112 |
| Supplement Planning #1 - Bicycle & Pedestrian Risk Assessment | 34 | 36 | 22 | 0 | 0 | 0 | 0 | 0 | 0 |
| Supplement Planning #2 - Street Lighting Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Supplement Planning #3 - Bike Share Feasibility Study | 8 | 10 | 2 | 0 | 17 | 37 | 13 | 36 | 16 |
| Supplement Planning #4 - Road Safety Audit of High-Injury Network | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 77 |
| Supplement Planning #5 - Bike Trails Interconnectivity Study | 8 | 12 | 4 | 0 | 16 | 35 | 13 | 34 | 14 |
| Supplement Planning #6 - Micro Transit Planning Study | 8 | 10 | 4 | 0 | 15 | 37 | 21 | 37 | 5 |
| Supplement Planning #7 - Traffic Studies on High Injury Network | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Supplement Planning #8 - Near Miss Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Supplement Planning #9 - Speed Management Plan | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Demonstration Activities** | 144 | 154 | 56 | 5 | 0 | 0 | 0 | 0 | 15 |
| Demonstration Activity #1 - Piloting Traffic Calming Strategies | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 15 |
| Demonstration Activity #2 - Piloting Real-Time Speed Management | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Demonstration Activity #3 - Piloting Targeted Law Enforcement | 24 | 22 | 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| Demonstration Activity #4 - Piloting Targeted Education | 120 | 132 | 48 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Hours** | **308** | **286** | **130** | **12** | **75** | **142** | **81** | **125** | **147** |
| **Cost Estimate** | **$ 59,318** | **$ 44,659** | **$ 16,917** | **$ 2,816** | **$ 14,848** | **$ 17,804** | **$ 8,434** | **$ 10,631** | **$ 26,839** |
| Loaded Billing Rates (include overhead, fixed fee, and future year escalators over the duration of a 30 month project) | $192.59 | $156.15 | $130.13 | $234.64 | $197.98 | $125.38 | $104.12 | $85.05 | $182.58 |

**Cost Estimate** *(SHEET 3/4)*

Complete cost estimate spreadsheet available on the submitted USB drive.

## Hourly Effort by Task Summary

| | Revelation | | | | Expenses | | | |
|---|---|---|---|---|---|---|---|---|
| **Staff:** |  |  |  |  | | | | |
| **Name:** | Brian Lee | Taylor Kennedy | Jaimie Onasch | Brooke Carmody | | | | |
| **Title:** | President | PI Associate 1 | PI Associate 2 | PI Associate 3 | | | | |
| **Role:** | QA/QC, Engagement | Public Engagement Distribution | Outreach & Events | Engagement & Planning (Based in Green Bay) | TADI | All Together. | CIVILTECH | revelation |
| **Task** | | | | | | | | |
| **Safety Action Plan Development** | 66 | 50 | 64 | 44 | $ 762 | $ 3,000 | $ - | $ 990 |
| A. Development of Project Work Plan | 20 | 12 | 12 | 4 | $ 762 | $ - | $ - | $ - |
| B. Data Gathering & Analysis | 46 | 38 | 52 | 40 | $ - | $ 3,000 | $ - | $ 990 |
| C. Identifying Issues & Opportunities | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - |
| D. Creating the Comprehensive Safety Action Plan | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - |
| **Supplemental Planning Activities** | 0 | 0 | 0 | 0 | $ 18,141 | $ - | $ 2,614 | $ - |
| Supplement Planning #1 - Bicycle & Pedestrian Risk Assessment | 0 | 0 | 0 | 0 | $ 1,260 | $ - | $ - | $ - |
| Supplement Planning #2 - Street Lighting Assessment | 0 | 0 | 0 | 0 | $ 7,571 | $ - | $ - | $ - |
| Supplement Planning #3 - Bike Share Feasibility Study | 0 | 0 | 0 | 0 | $ - | $ - | $ 560 | $ - |
| Supplement Planning #4 - Road Safety Audit of High-Injury Network | 0 | 0 | 0 | 0 | $ 2,554 | $ - | $ 934 | $ - |
| Supplement Planning #5 - Bike Trails Interconnectivity Study | 0 | 0 | 0 | 0 | $ - | $ - | $ 560 | $ - |
| Supplement Planning #6 - Micro Transit Planning Study | 0 | 0 | 0 | 0 | $ - | $ - | $ 560 | $ - |
| Supplement Planning #7 - Traffic Studies on High Injury Network | 0 | 0 | 0 | 0 | $ 1,860 | $ - | $ - | $ - |
| Supplement Planning #8 - Near Miss Analysis | 0 | 0 | 0 | 0 | $ 4,356 | $ - | $ - | $ - |
| Supplement Planning #9 - Speed Management Plan | 0 | 0 | 0 | 0 | $ 540 | $ - | $ - | $ - |
| **Demonstration Activities** | 0 | 0 | 0 | 0 | $ 932 | $ 6,844 | $ - | $ - |
| Demonstration Activity #1 - Piloting Traffic Calming Strategies | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - |
| Demonstration Activity #2 - Piloting Real-Time Speed Management | 0 | 0 | 0 | 0 | $ 409 | $ - | $ - | $ - |
| Demonstration Activity #3 - Piloting Targeted Law Enforcement | 0 | 0 | 0 | 0 | $ - | $ 1,737 | $ - | $ - |
| Demonstration Activity #4 - Piloting Targeted Education | 0 | 0 | 0 | 0 | $ 523 | $ 5,107 | $ - | $ - |
| **Total Hours** | **66** | **50** | **64** | **44** | | | | |
| **Cost Estimate** | **$ 8,358** | **$ 5,363** | **$ 6,865** | **$ 3,147** | **$ 19,835** | **$ 9,844** | **$ 2,614** | **$ 990** |
| Loaded Billing Rates (include overhead, fixed fee, and future year escalators over the duration of a 30 month project) | $ 126.63 | $ 107.26 | $ 107.26 | $ 71.52 | | | | |

# Hourly Effort by Task Summary

| Staff: / Name: / Title: / Role: / Task | Fee Totals: Total Hours | Fee Totals: Total Consultant Fee | Green Bay: Green Bay Staff Time | Green Bay: Green Bay Law Enforcement Personnel | Green Bay: Green Bay Supplies (Includes $5k Other Line Item) |
|---|---|---|---|---|---|
| **Safety Action Plan Development** | **1,137** | **$ 160,195** | **$ 40,571** | **$ -** | **$ -** |
| A. Development of Project Work Plan | 269 | $ 39,593 | $ 9,280 | | |
| B. Data Gathering & Analysis | 425 | $ 59,082 | $ 14,372 | | |
| C. Identifying Issues & Opportunities | 174 | $ 22,810 | $ 7,846 | | |
| D. Creating the Comprehensive Safety Action Plan | 269 | $ 38,710 | $ 9,073 | | |
| **Supplemental Planning Activities** | **3,048** | **$ 437,975** | **$ 106,243** | **$ -** | **$ -** |
| Supplement Planning #1 - Bicycle & Pedestrian Risk Assessment | 769 | $ 101,278 | $ 23,794 | | |
| Supplement Planning #2 - Street Lighting Assessment | 519 | $ 81,485 | $ 19,035 | | |
| Supplement Planning #3 - Bike Share Feasibility Study | 166 | $ 24,371 | $ 5,711 | | |
| Supplement Planning #4 - Road Safety Audit of High-Injury Network | 300 | $ 47,868 | $ 11,421 | | |
| Supplement Planning #5 - Bike Trails Interconnectivity Study | 170 | $ 24,147 | $ 5,711 | | |
| Supplement Planning #6 - Micro Transit Planning Study | 175 | $ 23,866 | $ 5,711 | | |
| Supplement Planning #7 - Traffic Studies on High Injury Network | 346 | $ 48,452 | $ 11,421 | | |
| Supplement Planning #8 - Near Miss Analysis | 424 | $ 56,596 | $ 13,325 | | |
| Supplement Planning #9 - Speed Management Plan | 179 | $ 29,912 | $ 10,114 | | |
| **Demonstration Activities** | **626** | **$ 110,330** | **$ 25,936** | **$ 56,250** | **$ 207,500** |
| Demonstration Activity #1 - Piloting Traffic Calming Strategies | 102 | $ 18,186 | $ 4,283 | | $ 127,500 |
| Demonstration Activity #2 - Piloting Real-Time Speed Management | 96 | $ 16,268 | $ 3,807 | | $ 80,000 |
| Demonstration Activity #3 - Piloting Targeted Law Enforcement | 86 | $ 15,024 | $ 3,569 | $ 56,250 | |
| Demonstration Activity #4 - Piloting Targeted Education | 342 | $ 60,852 | $ 14,277 | | |
| **Total Hours** | **4,811** | | **Green Bay Staff Time** | **Green Bay Law Enforcement Personnel** | **Green Bay Supplies (Includes $5k Other Line Item)** |
| **Cost Estimate** | | **$ 708,500** | **$ 172,750** | **$ 56,250** | **$ 207,500** |
| Loaded Billing Rates (include overhead, fixed fee, and future year escalators over the duration of a 30 month project) | | Consultant Fee | In-Kind Contribution | In-Kind Contribution | Reimbursable |

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.4

To approve the purchase of a one-year subscription from Sharp Performance for professional services for a total cost of $99,500.00 to be paid by the State of Wisconsin Department of Health Services assistance program award.

## BACKGROUND

This funding is from the State of Wisconsin Department of Health Services Funding Assistance Program (FAP) award.
The amount of $421,741.38 was received in 2025 and $13,651.28 was received in 2024. The Common Council approved the award in April 2025.
Sharp Performance services does qualify for the FAP funding.

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Finance Request 12-09-2025 Sharp Performance Package V2

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

Phone 920.448.3047
Fax 920.448.3050

12/03/2025

Finance Committee 12/09/2025

For consideration with possible action to approve the purchase a one year subscription from Sharp Performance for professional services, unlimited access to Sharp coaches and chaplains, Sharp self-paced exercises and training, and partnership with Sharp to develop a customized resource directory. Total Cost for one year subscription will be $ 99,500.00. This will include 212 users for the City of Green Bay Metro Fire Department.

This purchase will be funded through Emergency Medical Services Funding Assistance Program.

Respectfully Submitted,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

# Schedule A | Order Form

**Green Bay Metro Fire Department**
100 North Jefferson Street
Green Bay, WI 54301
United States

**Matthew Knott**
matthew.knott@greenbaywi.gov

Reference: 20250919-163017197
Quote created: September 19, 2025
Quote expires: December 18, 2025

Quote created by: Maxwell Bush

Sharp Performance
2659 State Street, #100
Carlsbad, CA 92008
max@sharpperformance.tech

Sharp Performance's product being offered to the personnel listed below include subscription services, professional services, unlimited access to Sharp coaches and chaplains, Sharp self-paced exercises and training, and partnership with Sharp to develop a customized resource directory.

## Products & Services

| Personnel | Authorized Users | Price Per User | Total |
|---|---|---|---|
| Sworn Users | 212 | $500.00 / year | $106,000.00 / year |
| | | Year 1 Discount | ($6,500.00) |
| | | **Total** | **$99,500.00** |

**Dates:** Services Effective Date: TBD
**Service Term:** 1 year from contract date
**Payment Due:** Upon Delivery

SHARP PERFORMANCE

# Sole Source Justification

To whom it may concern:

Please accept this letter as information that Sharp Performance, Inc. is the provider of the Sharp Performance Mobile App, which provides a cognitive performance coaching platform that stands alone in its capacity to serve high-risk professionals, particularly in law enforcement and fire. With a proprietary approach that seamlessly integrates preventative coaching with reactive resources on a single platform, Sharp Performance offers an indispensable solution for enhancing mental wellness and operational readiness in high-pressure environments.

The Sharp Performance Mobile App is currently the only commercially available cognitive performance platform specifically targeting firefighters and high-risk professionals that provides coaching, training and customized resource management in a single application.

**Unique and Proprietary Service Offering**
Sharp Performance's platform is underpinned by specialized training protocols developed in conjunction with the U.S. Military's Special Operations teams. Specifically, Sharp Performance's team includes the cognitive performance coaches that designed and implemented the cognitive performance curriculum for U.S. Special Operations. These methodologies have demonstrated significant improvements in focus, stress endurance, and psychological flexibility, attributes not replicated by any other product in the market. The Sharp Performance Mobile App's content and methodologies are copyrighted and are not available in any other product on the market. The tailored and adaptive training regimens are informed by evidence-based practices and are uniquely designed to meet the nuanced needs of high-risk professions.

**Specialized Expertise and Branding**
Drawing upon the experience of military special operations veterans and performance coaches, Sharp Performance employs a destigmatized approach to mental wellness that resonates with fire personnel personnel. Our platform is recognized within the industry for its ability to attract and effectively engage officers in a preventative manner, fostering a culture where seeking wellness support is normalized and encouraged.

**Preventative Performance Coaching**
Sharp Performance provides customers access to its own performance coaches and chaplains. All coaches have experience working with high-risk professionals, and Sharp Performance's proprietary methods for identifying, vetting, and training its performance coaches and chaplains to work specifically with high-risk professionals are unlike any other platform on the market. Sharp Performance's head coaches were previously in charge of performance coaching for the Joint Special Operations Command (JSOC) and US Army Special Forces, where they oversaw the extraordinary cultural change to destigmatize mental wellness. These same methods have been adapted and made exclusive to Sharp Performance so that we, along with our coaches,

SHARP PERFORMANCE

**Sole Source Justification**

may assist each agency and the firefighter as a whole destigmatize mental wellness and decrease stress-related ailments across the force.

**Comprehensive and Centralized Resource Directory**

Sharp Performance works closely with each agency to build a customized resource directory that consolidates a wealth of resources both unique to each agency and exclusive to Sharp Performance customers. These include, but are not limited to, existing health and wellness resources and services provided by the agency, chaplains, health incentives, national hotlines, as well as commercial partnerships exclusive to Sharp Performance. This centralized approach simplifies the process of seeking help and ensures timely interventions. Sharp Performance's software and methods are proprietary to Sharp Performance, Inc. and are designed to integrate both the organization's internal resources and external resources, including those provided by Sharp Performance, into a customized resource directory. This seamless integration enhances the coaching and training experience delivered through the Sharp Performance Mobile App.

**Evidence of Impact and Efficiency**

Endorsements from law enforcement and fire leaders underscore the transformative impact of Sharp Performance on organizational culture and individual well-being. Our analytics dashboard allows administrators to effectively report on platform utilization and departmental wellness trends to tailor interventions and proactively address the mental wellness needs of their teams.

**Conclusion**

In conclusion, Sharp Performance's comprehensive suite of solutions, proprietary training content, and demonstrated impact on high-risk professionals' mental wellness establish the platform as a sole source provider. We believe no other product in the market can match our proprietary platform and specific utility. We appreciate your consideration of Sharp Performance as the sole source for this vital service. Should you require further information or wish to discuss this justification in detail, please do not hesitate to contact us.

Sincerely,

Benjamin Curley
President / CEO
Sharp Performance, Inc.
2659 State Street #100
Carlsbad, CA 92008
Phone: 516-297-0132
ben@sharpperformance.tech

Tony Evers
Governor

Kirsten L. Johnson
Secretary

**State of Wisconsin**
Department of Health Services

**DIVISION OF PUBLIC HEALTH**

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

March 6, 2025

Green Bay Metro Fire Department (6000168)
501 South Washington Street
Green Bay, WI 54301

**RE: Emergency Medical Services Funding Assistance Program Award**

Dear Service Director:

The Wisconsin Department of Health Services, Division of Public Health, Office of Preparedness and Emergency Health Care, EMS Section is pleased to notify you of your Emergency Medical Services Funding Assistance Program award based on your service's application for state fiscal year 2025 (July 1, 2024-June 30, 2025). Please retain this letter for your records as it contains the breakdown of your award. Payments will be going out via automated clearing house (ACH) payment transferred electronically to the designated account. If you receive this letter and do not see an ACH payment, please check with your municipality as the payment may have been sent directly to the designated municipal payee before being forwarded to your service.

According to Wis. Stat. §§ 256.12(4) and (5), funding is based on two separate calculations.

The first amount fulfills Wis. Stat. § 256.12(4) and includes the base amount of **$10,000** plus **$2.98** per capita. An additional **$10.50** was equally distributed to services reporting population to expend remaining funds that could not be further divided per capita. Your emergency medical responder department or ambulance service may use support and improvement funds for the purchase of ambulance service vehicles or vehicle equipment, emergency medical service supplies or equipment, nondurable or disposable medical supplies or equipment, medications, or emergency medical training for personnel. With the recent statutory change allowing u**p to 15%** of this award to purchase nondurable or disposable medical supplies or equipment and medications, a separate line listing 15% percent of your support and improvement award is provided for your reference. Per Wis. Stat. § 256.12(4), support and improvement funds shall supplement existing, budgeted moneys of, or provided to, an ambulance service and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted moneys of, or provided to, the ambulance service provider.

The second amount fulfills Wis. Stat. § 256.12(5) and is determined by dividing $1,000,000 equally among all qualified services applying for emergency medical services practitioner and emergency medical responder training and examination aid. This allotment can only be used to purchase the training and/or administration of the examination required for licensure and renewal of licensure as an emergency medical technician or for certification and renewal of certification as an emergency medical responder. Services that did not request or are ineligible (i.e. private-for-profit services) for training and examination funds will not have this amount listed.

| | |
|---|---|
| **Support and improvement per § 256.12 (4)** | **Amount: $ 419,343.30** |
| • 15% of Support and improvement award | **Amount: $ 62,901.50** |
| **Training and examination aid per § 256.12 (5)** | **Amount: $ 2,398.08** |

Per Wis. Stat. § 256.12(4) and § 256.12(5), the department shall require that all recipients of funds submit a financial report on the expenditure of funds received to the department.

Please review the resources located on the EMS Funding Assistance Program web page and direct any questions regarding the program to DHSFAP@dhs.wisconsin.gov.

Sincerely,

M. Mandler

Mark Mandler
EMS Section Manager
Office of Preparedness and Emergency Health Care
Wisconsin Department of Health Services

# GRANT TRACKING FORM

## PART #1: Notification of Grant Funds

(emailto:Kim.Rivest@greenbaywi.gov)

**APPLICANT DEPARTMENT:** FIRE **DATE:** 04/08/2025

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

**APPROPRIATE COMMITTEE:** Finance

**NAME OF GRANT/FUNDING SOURCE:** State of Wisconsin Department of Health Services Funding Assistance Program

**AMOUNT OF GRANT REQUEST:** $421,741.38 **LOCAL MATCH REQUIREMENT:** $0

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

**TIMEFRAME OF GRANT:** 03/06/2025 through 12/31/2025

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

**PURPOSE OF GRANT (summary):** This grant is designed to provide supplemental funding for emergency medical services for equipment and training. Per Wis. Stat. § 256.12(4)(c), funds distributed under the support and improvement portion of the Funding Assistance Program (FAP) shall supplement existing budgeted moneys of or provided to an ambulance service provider and may not be used to replace, decrease, or release for alternative purposes the existing budgeted moneys of or provided to an ambulance service.

**How does the grant meet City/Department needs?** The Green Bay Metro Fire Department operates advanced life support ambulances and ALS fire companies. This grant can be utilized for a variety of vehicles, equipment, and services in accordance with the guidelines provided. We anticipate this to be an annual amount awarded.

**What are the personnel requirements (include both existing and new staff) of the grant?** No additional staffing needs.

**DEPARTMENT HEAD SIGNATURE:** _____

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

*FC = Finance Committee*

# GRANT TRACKING FORM

## PART #2: Request to Accept Grant Funds

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

**AMOUNT OF GRANT AWARD:** $421,741.38 **CFDA/STATE ID #:** N/A

**LOCAL MATCH REQUIREMENT:** $0

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

**Please describe any major changes in proposed grant-funded activities:** none

**Please describe what the grant money will be spent on:** Equipment, supplies, and training.

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

*FC = Finance Committee*

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.5

To approve an agreement with Flock Group Inc for surveillance camera and Aerodome DFR Drone Program for a total cost of $1,302,000 over five years.

## BACKGROUND

For consideration with possible action to approve an agreement with the Flock Group Inc. for the continuation of intersection surveillance cameras and a new addition, the Flock Aerodome DFR Drone Program. The Flock Group is proposing a 5-year agreement for both Intersections and two Aerodome drones and service for a total cost of $1,392,000.00.

This project could be funded through a combination of funds. This is not included in operating or capital approved budgets.

Year 1 – $270,000
- -Options unspent squad 2024 debt proceeds $200K
- -Remaining ARPA public safety initiative funding - $70K
- -Or ARPA interest

Year 2 - $270,000 – Add to operating budget
Year 3 - $270,000 – Operating budget
Year 4 - $291,000 – Operating budget
Year 5 - $291,000 – Operating budget

## RECOMMENDATION

Approval of the request with future funding.

## FISCAL IMPACT

## ATTACHMENTS

1. Finance Committee Memo re DFR
2. Flock Safety + WI - Green Bay PD - DFR Law Enforcement Agreement 2025
3. Flock DFR Impact Analysis _ Green Bay PD

**INTEROFFICE MEMORANDUM**
**GREEN BAY POLICE DEPARTMENT**

November 21, 2025

**To:** Common Council Finance Committee

**From:** Chief Chris Davis
Green Bay Police

**Subject:** Drone as First Responder Proposal

Since the summer of 2025, the Green Bay Police Department (GBPD) and the Green Bay Metro Fire Department (GBMFD) have collaborated on the establishment of a Drone as First Responder (DFR) program. DFR programs have shown promising results in cities across the United States.

In an emergency, a person calling 9-1-1 is often understandably upset. As a consequence, information Dispatch receives from callers is often unreliable, as it is either incomplete or inaccurate. An officer responding to the scene often must act on limited, conflicting, or erroneous information, increasing risk to both officers and the public. A DFR can respond to a scene much more quickly, as it flies in a straight line and is not subject to traffic conditions. The DFR concept allows officers to have access to real-time, accurate information about what is happening at the scene before they arrive, in turn allowing officers to calibrate their response appropriately.

In addition, a DFR program often allows calls to be cleared without ever sending officers. Many calls involving suspicious persons, disturbances, or welfare checks can be resolved via the use of DFR. A recent analysis of our call data by Flock, a DFR vendor, estimated that, annually, around 4,200 calls for service or Flock Automated License Plate Reader alerts could be resolved entirely using DFR technology. This would in turn free up 1.89 full-time officers worth of work time, with an estimated value of $241,807.

Chronic staffing shortages over the past several years have resulted in an imbalance between demand for police service and our capacity to meet that demand. We are currently authorized to employ 190 full-time, sworn personnel including all ranks and assignments. Even if all positions are filled, at any given time around 10% will not be fully deployable due to training, injuries, military deployments, and other reasons.

Between the hours of 9:00 am and 7:00 pm, call load alone consumes most of our patrol officers' time. This leaves less time available for problem-solving, community engagement, and traffic safety work. While we have recently seen promising signs with regard to recruiting, at an authorized strength of 190 sworn positions it is unlikely even at full staffing that we could both meet call-for-service demand and engage in meaningful community policing work at the patrol officer level.

The DFR program is part of a larger strategy to make the most efficient use possible of patrol officer resources. While it remains to be seen whether the program's actual performance will meet expectations, $241,807 worth of efficiencies annually far exceeds the program's $170,000 annual cost ($190,000 in years 4 and 5 of the anticipated vendor agreement).

The vendor has agreed to waive the startup costs of the program, resulting in a one-time savings of approximately $919,500.00.

The Impact Analysis from the vendor, Flock Safety, is attached to this memorandum. In sum, the DFR program represents an opportunity to leverage this emerging technology to improve response time, enhance our officers' ability to obtain valuable situational awareness en route, and make more efficient use of limited patrol resources.

**Flock Safety + WI - Green Bay PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ryan Mertz
ryan.mertz@flocksafety.com
+16362889037

flock safety

# ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**" ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

| | | | |
|---|---|---|---|
| Customer: | WI - Green Bay PD | Initial Term: | 60 Months |
| Legal Entity Name: | WI - Green Bay PD | Renewal Term: | 36 Months |
| Accounts Payable Email: | rick.jurkanis@greenbaywi.gov | Payment Terms: | Net 30 |
| Address: | 307 S Adams St Green Bay, Wisconsin 54301 | Billing Frequency: | Annual Plan - First Year Invoiced at Signing. |
| | | Retention Period: | 30 Days |

## Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|---|---|---|---|
| **Flock Safety Platform** | | | |
| **Flock Safety LPR Products** | | | |
| Flock Safety LPR, fka Falcon | Included | 42 | Included |
| **Flock Safety Drone Hardware and Services** | | | |
| Flock DFR - M4TD + Dock 3 (2 System Set) | Included | 2 | Included |
| Flock911 for Aerodome | Included | 2 | Included |
| Flock Aerodome DFR - Radar | Included | 1 | Included |
| **Flock Safety FlockOS Add Ons** | | | |
| Flock Safety Advanced Search | Included | 1 | Included |
| | | **Subtotal Year 1:** | $270,000.00 |
| | | **Discounts:** | $1,075,600.00 |
| | | **Estimated Tax:** | $0.00 |
| | | **Contract Total:** | $1,392,000.00 |

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**").*
*The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.*

**Special Terms:**
• In the first year of the deployment, Flock will provide Customer with complimentary use of radar [Flock Aerodome DFR - Radar]. Prior to the end of the first year, the Customer may elect to upgrade to Flock Aerodome DFR - Radar and execute a new Order Form outlining the engagement with option to increase the number of units based on the current price. The decision must be emailed in writing to the Flock Customer Success Manager assigned to the deployment at least sixty (60) days prior to the end of the first year. If no selection, Flock will recover all equipment and software licenses related to Flock

Aerodome DFR - Radar and Customer will operate without use of radar. Customer's agreement will continue with the quantity of Flock Aerodome DFR - M4TD + Dock 3 (2 System Set) indicated in the Order Form.

• The price for Falcons will be $2,500 per year for the first three (3) years. Starting in year four, the price will increase to the standard list price of $3,000 per year, unless the parties agree otherwise in writing.

## Additional Flock Devices During Term of Agreement

| Flock Safety LPR Products | Unit Price |
|---|---|
| Flock Safety LPR, fka Falcon (*years 1-3)* | $2,500.00 |
| Flock Safety LPR, fka Falcon (*years 4-5*) | $3,000.00 |
| **Flock Safety Platform Add Ons** | |
| Flock Safety Advanced Search | $5,000.00 |
| **Flock Safety Drone Hardware and Services** | |
| Flock DFR - M4TD + Dock 3 (2 System Set) | $80,000.00 |

## Billing Schedule

| Billing Schedule | Amount (USD) |
|---|---|
| **Year 1** | |
| At Contract Signing | $270,000.00 |
| **Year 2** | $270,000.00 |
| **Year 3** | $270,000.00 |
| **Year 4** | $291,000.00 |
| **Year 5** | $291,000.00 |
| **Contract Total** | $1,392,000.00 |

*Tax not included

## Discounts

| Discounts Applied | Amount (USD) |
|---|---|
| Flock Safety Platform | $63,000.00 |
| Flock Safety Add-ons | $0.00 |
| Flock Safety Professional Services | $12,600.00 |

## Product and Services Description

| Flock Safety Platform Items | Product Description |
|---|---|
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Flock Safety Advanced Search | Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search. |
| Flock DFR - M4TD + Dock 3 (2 System Set) | Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes two M4D series drones, two cameras, batteries, and two contact-charging Dock 3's. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support. |
| Flock911 for Aerodome | Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service. |
| Flock Aerodome DFR - Radar | Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation. |
| Flock DFR - M4TD + Dock 3 | Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support. |

**PRODUCT ADDENDUM**

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the "**Flock Services**") and Flock Hardware;

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

## 1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

**1.1** Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the "Flock Hardware") listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer's error, additional spares, etc.) at Flock's then current list price, which will be made available to Customer upon request.

**1.2** FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer's request, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

## 2. LOSS AND DAMAGE OF FLOCK HARDWARE

**2.1** Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

**2.2** Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

**3.** **FEES.** The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

**4.** **TERM.** The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

**5.** **FLOCK DRONE IP.** Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

**SCHEDULE A**

**SERVICES**

Flock makes no warranties regarding the efficacy of the training detailed below.

## 1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

## 2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("**VOs**") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

## 3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

## 4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

**SCHEDULE B**

**SPECIFICATIONS**

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Original signed MSA. As well as the Prepared911 Terms and Conditions, available at** https://www.prepared911.com/prepared-live-terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

By: _____

Name: _____

Title: _____

Date: _____

**Customer: WI - Green Bay PD**

By: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

**Customer: WI - Green Bay PD**

By: _____

Name: _____

Title: _____

Date: _____

**Customer: WI - Green Bay PD**

By: _____

Name: _____

Title: _____

Date: _____

**Customer: WI - Green Bay PD**

By: _____

Name: _____

Title: _____

Date: _____

Flock Aerodome

# DFR Impact Analysis




Green Bay
Police Department

DFR Report

# DFR Impact Analysis Overview

Model of the potential impact of a fully operational DFR program using 2024 calendar year CAD & Flock data.




## DFR Capabilities

- Fully integrated rapid drone deployment to calls for service and Flock alerts.
- Designed to arrive before ground units, providing real-time aerial intelligence.

## Benefits

- Reduce response times
- Get critical situational awareness for ground units prior to arrival
- Clear low priority calls from the queue allowing ground resources to allocate their time more effectively

DFR Report

# Analysis Scope

## 2024 CAD and Flock alert data to model

- All DFR-eligible and clearable calls jurisdiction-wide
  - Designated manually
- Estimated response times to both CFS and Flock alerts
- Number of CFS and alerts that could be cleared without dispatching ground units
- Coverage and pricing comparison benchmarked against alternatives




| Call Type | DFR Call (Y/N) | Clearable (Y/N) |
|---|---|---|
| Susp Pers | Y | Y |
| 911 Hang | Y | Y |
| Battery | Y | |

# Why It Matters



- Remotely assess lower-priority calls - fewer unnecessary dispatches
- Addresses staffing shortages (85% of agencies affected)
- Frees officer time for urgent incidents & proactive patrols
- Reduces response delays

DFR | Deployment

# Green Bay PD DFR Thesis

## Projected Results

If the City of Green Bay operated a Flock Aerodome DFR program in the 2024 calendar year utilizing the proposed layout, the results could have been ...

**68,259**
Total Calls for Service Jurisdiction-wide

**398,475**
ALPR & Audio Alerts Jurisdiction-wide

- Number of CFS / Alerts meritting a DFR response ...

**36,137**
DFR Responses to CFS

**11,061**
DFR Responses to ALPR/Audio Alerts

- with estimated responses times of ...

**01:52 Min**
Avg. Response Time

- and could have helped alleviate ...

**4,248** Calls/Alerts Cleared w/o patrol response

- resulting in a ...

**1.89**
Force Multiplication of an Officer

**$241,807**
ROI

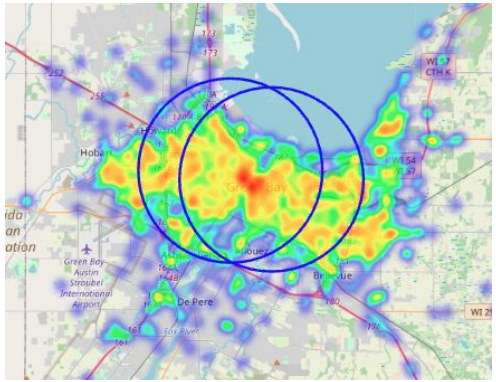
DFR | Deployment

# Proposed Deployment Layout

Analysis based on 2024 CFS data including call quantity, time from call create to first arrival, and average time from first arrive to call close

**68,259**
Total CFS

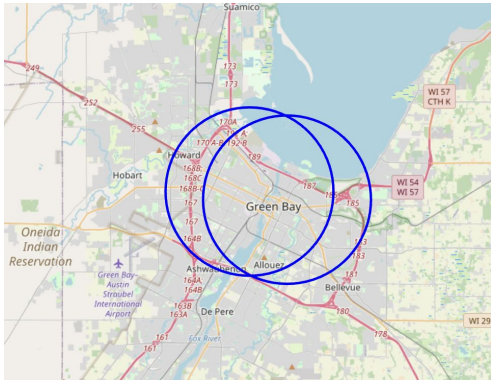
**11,061**
Total DFR ALPR Hits Within Range




All calls for service meriting a DFR response

## Total DFR Calls

| | |
|---|---|
| Total DFR CFS | **36,137** |
| Total DFR CFS in range | **33,591** |




Coverage area for proposed program layout

## Flock Aerodome DFR Coverage Area

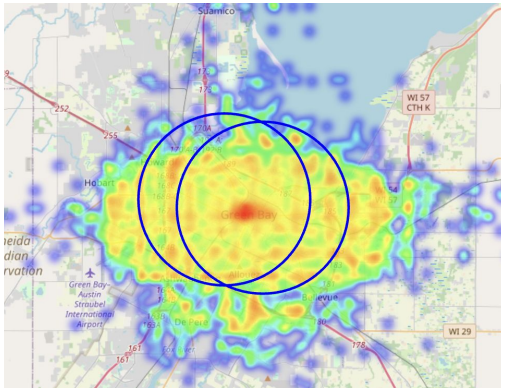
2 Locations, 2 Docks, 1 Radar

Effective Range: **3.5 Mi. radius**
**38 Sq. Mi.** Coverage Area

DFR | Deployment

# Expected Response Times

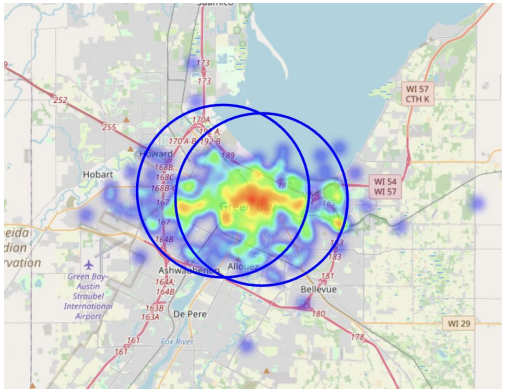
**01:52 Min**
DFR Average Response



All calls meriting a DFR response within the 3.5 mi. radius of the launch locations

## All DFR Calls Within Range

| | |
|---|---|
| # of Calls | **33,591** |
| Average Expected Drone Response Time | **01:52 min** |



All P1 calls for service

## DFR Priority 1 Calls

| | |
|---|---|
| # of Calls | **356** |
| Average Expected Drone Response Time | **01:46 min** |

DFR Deployment

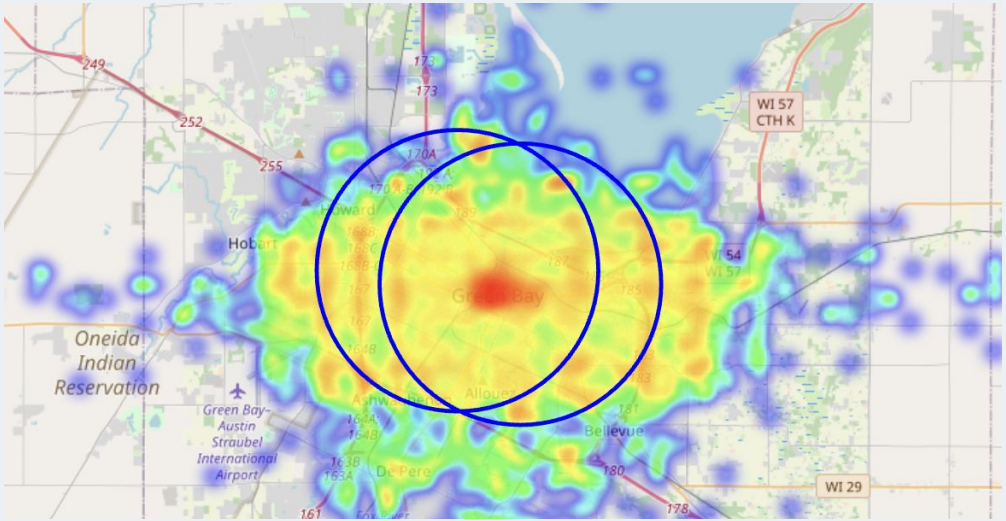
# Call Clearing Analysis

Across thousands of calls cleared by agencies using Flock Aerodome DFR, an average of **11% of DFR** responses result in the call being cleared. Agencies are also averaging 55:39 min of time on scene for clearable calls for service.

**4,248**
Expected Number of CFS and Alerts Cleared

**1.89**
Number of Officers - Force Multiplication

**$241,807**
ROI from Potential Calls Cleared




## Key Assumptions

- Full Time Work Year = **2080 Hours**
- Full Time Equivalent Cost = **$127,940**
- CFS Clearance Rate of **11%**
- ALPR Clearance Rate of **5%**

## Key Data Insights

- Total Clearable CFS by Drone Within Range = **24,799**
- Total Time Spent on Clearable CFS (non inclusive of ALPR alerts) for ALL calls = **7 hours**

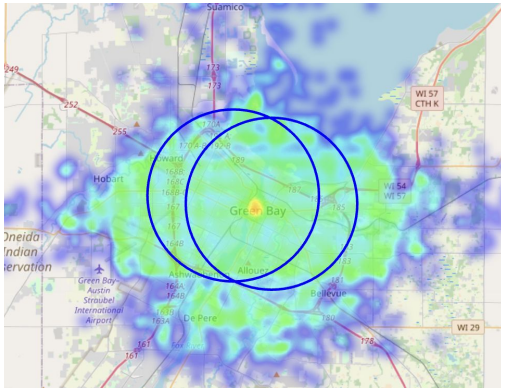
DFR | Deployment

# Pricing and Coverage Comparison

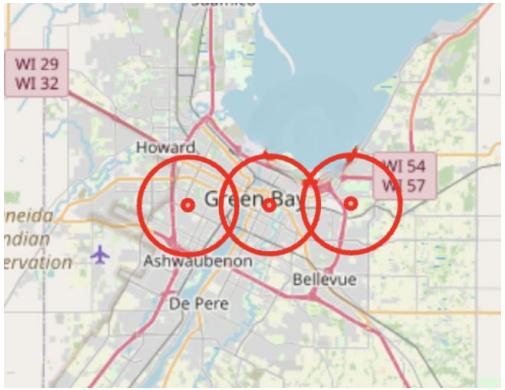
**78%**
Fewer Docks Required

**78%**
Lower Cost

**3X**
Faster Response Times to 1 Mile




Proposed layout for Flock Aerodome




Potential competitor layout based on response times

## Flock Aerodome Layout

| | |
|---|---|
| # of Launch Locations | 2 |
| Total Docks | 2 |
| Yearly Cost @200ft | $100,000 |
| Yearly Cost @400ft | $250,000 |

## Competitor Layout

| | |
|---|---|
| # of Launch Locations | 3 |
| Total Docks | 9 |
| Yearly Cost @200ft | $450,000 |
| Yearly Cost @400ft | $700,000 |

DFR Thank you

# Thank You



Flock Safety
flocksafety.com
(636) 288-9037
ryan.mertz@flocksafety.com

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | David Buck, Staff, Melissa Schmitz, Joseph Faulds, Chief of Operations |

## AGENDA ITEM # S.6

For staff to proceed as directed in closed session regarding the agreement between the City of Green Bay and OneEnergy Development, LLC for a land lease and solar easement on parcel 22-SC-513.

*Common Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Common Council may thereafter reconvene in open session pursuant to Section 19.85(2) to report the results of the closed session and consider the balance of the agenda.*

## BACKGROUND

The City of Green Bay was approached by OneEnergy Development, LLC about the possibility of installing solar energy conversion systems and electric energy storage and management systems (solar field) on City owned Parcel number 22-SC513, which is a 52.96 acre parcel of land generally located south of Highway 54/Algoma Road approximately one mile east of Highway 54/57.

The City entered into discussions with OneEnergy Development, LLC and composed the attached Land Lease and Solar Easement Agreement. Details are the lease are included in the draft agreement and include: 1) Nature and Term of the Agreement; 2) Rent and Taxes to be Received; 3) OneEnergy, LLC's Obligations; 4) Landowner/City Obligations; 5) Indemnification, Surface Damage and New Improvements Stipulations; 6) Ability to Assign and/or Encumber the Lease; 7) Condemnation/Force Majeure Information; 8) What Happens in the Event of Default; and 9) Various Miscellaneous Provisions. OneEnergy Development, LLC and City staff feel comfortable with the Land Lease and Solar Easement and are now prepared to introduce the item to the Finance Committee and City Council for consideration and action.

The subject property is located within the City of Green Bay and is located within the University Heights Commerce Center with a Light Manufacturing Zoning District classification. Solar fields and associated energy storage/distribution are permitted uses within the Light Manufacturing District.

The proposed lease has a lease term that consists of a due diligence period, construction period, and an operations term of 30 years with a 10-year extension. The total lease period is at least 40 years which includes the due diligence, construction period, and extension period. The revenue is discussed in the fiscal impact portion of this report.

In addition to generating revenue for the City, the project provides economic, environmental, and community benefits:

- Project development and construction will create local jobs and stimulate economic activity by engaging regional contractors, suppliers, and support services.
- The City's participation demonstrates fiscal responsibility by transforming underutilized land into an asset that delivers measurable financial and environmental returns.

- Locally produced solar energy helps reduce long-term energy costs and insulates the community from fluctuations in fossil fuel markets.
- Educational and workforce training components associated with the project support Green Bay's clean energy workforce development goals.
- The installation will produce clean, renewable electricity, reducing greenhouse gas emissions and advancing Green Bay's clean energy targets.
- Distributed local generation enhances energy resilience and reliability while reducing dependence on fossil fuels.
- The project design includes pollinator-friendly native vegetation, improving soil health, stormwater infiltration, and biodiversity.
- OneEnergy's educational partnerships and panel donation program offer learning opportunities for local schools and community groups.
- A comprehensive decommissioning and recycling plan ensures the system's end-of-life materials are responsibly managed, with ~98% of materials recoverable.
- This project supports the City's efforts to achieve carbon neutrality, expand renewable energy use, and demonstrate municipal leadership in sustainability. It also advances community-wide climate resilience, economic diversification, and public engagement—key pillars of the Clean Energy Green Bay plan.

The City and representatives of OneEnergy, LLC conducted a courtesy neighborhood meeting on October 8th, 2025 to introduce the potential solar installation project and receive feedback. The meeting was attended by approximately 30 attendees who are in/close to the University Heights Commerce Center or who are officials of the Town of Scott, WI.

## RECOMMENDATION

To approve the Land Lease and Solar Easement on Parcel number 22-SC513, as drafted.

## FISCAL IMPACT

The revenue received by the City for each year of the due diligence period is $4,000 and $8,750 per year for the construction period. For the operations term, OneEnergy is to pay $800 per acre for a minimum of 35 acres that will increase 2% annually after the first year of the operations term.

The minimum aggregate revenue for the 30-year operations term is $1,135,906.22. The minimum aggregate total revenue if the term is extended for a total of 40 years is $1,691,255.53.

The project will also receive revenue in the form of Utility Aid of $5,000 per megawatt. The annual aid is projected at $25,000 annually to be split between the City and Brown County.

## ATTACHMENTS

1. LAND LEASE AND SOLAR EASEMENT_City of Green Bay_2025.11.21
2. Exhibit C - Perch Solar Vegetation Management Plan
3. City of Green Bay_OneEnergy_2025.12.09

# LAND LEASE AND SOLAR EASEMENT

THIS LAND LEASE AND SOLAR EASEMENT (the "Lease") is effective as of the Effective Date (hereinafter defined) by and between Landowner (hereinafter defined) and Company (hereinafter defined). Landowner and Company may hereafter be referred to as, together, the "Parties" and each, a "Party".

## RECITALS

A. Landowner is the owner of the Property (hereinafter defined.)

B. Company wishes to obtain a land lease and easements from Landowner, on, along, over and under certain portions of the Property to be identified as the "Leased Premises" in the manner set forth in this Lease for the purpose of planning, constructing, operating and maintaining solar energy generating systems and related electrical or other energy distribution and transmission infrastructure.

## AGREEMENT

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

### ARTICLE 1

DEFINITIONS

1.1 **Definitions**. The following terms have the definitions ascribed to such terms in the table below:

| Term | Definition |
|---|---|
| "Effective Date" | The date this Lease is fully executed, as evidenced by the latest date below the signature lines of each Party. |
| "Landowner" (and address) | Whose address for notice purposes hereunder is:<br><br>City of Green Bay<br>100 N JEFFERSON ST<br>GREEN BAY WI 54301-5006 |

| | |
|---|---|
| "Company" (and address) | OneEnergy Development, LLC<br><br>Whose address for notice purposes hereunder is:<br><br>Contracts Administration<br>2003 Western Avenue, Suite 225<br>Seattle, WA 98121<br>telephone: 206-922-7072<br>email: accounting@oneenergyrenewables.com |
| "Leased Premises" | A portion of the Property consisting of up to ~40 acres but not less than 35 acres and generally located as shown on Exhibit "B" attached hereto; provided however, that Landowner acknowledges that the general location of the Leased Premises is based on preliminary mapping only and will be revised in accordance with Section 2.2B of this Lease. |
| "Property" | That certain lot or tract of land located in Brown County, WI described on Exhibit "A" attached hereto and made a part hereof for all purposes. |
| "Lease Term" | Collectively, (i) a "Due Diligence Period" commencing on the Effective Date and terminating on the earlier to occur of the third (3rd) anniversary of the Effective Date of this Lease or the beginning of the Construction Period or the termination of this Lease, (ii) a "Construction Period" commencing on the date upon which the Company occupies the Leased Premises and commences physical construction of the Solar Facilities at the Leased Premises (the "Commencement of Construction") and ending upon the start of the commercial operation of the Solar Facilities (the "Commercial Operation Date") and (ii) the "Operations Term" of thirty (30) years, commencing on the Commercial Operation Date and terminating on the thirtieth (30th) anniversary thereof (the "Expiration Date"). Company shall have the right (but not the obligation) to extend the Lease Term by up to ten (10) years (the "Extension Period") by giving written notice to Landowner no later than six (6) months prior to the Expiration Date. |
| "Due Diligence Period Rent" | The following annual payments:<br><br>Year 1: $4,000<br>Year 2: $4,000<br>Year 3: $4,000 |

| | |
|---|---|
| | Company shall pay the initial Due Diligence Period Rent to Landowner within thirty (30) days of the Effective Date. Commencing with the first anniversary of the Effective Date, subsequent payments shall be paid in quarterly installments within thirty (30) days of the beginning of such quarter. |
| "Construction Period Rent" | The sum of $ 250.00 per acre per year of the Leased Premises. |
| "Operations Rent" | The sum of $ 800.00 per acre of the Leased Premises, increasing annually by 2.0 % per annum commencing on the first anniversary of the Operations Term. |
| "Extension Period Rent" | For the first year of the Extension Period, a sum equal to the Operations Rent in effect on the thirtieth (30th) year after the commencement of the Operations Term increased by 2.0 %. Thereafter, Extension Rent shall increase by 2.0 % per annum commencing on the first anniversary of the Extension Period. |

## ARTICLE 2
## NATURE AND TERM OF AGREEMENT

2.1 **Interests Granted**.

A. Grant of Leasehold Interest. Landowner hereby leases exclusively to Company the Leased Premises for the purpose of planning, constructing, installing, re-installing, operating, re-locating and maintaining solar energy conversion systems and electric energy storage and management systems, including, without exclusion, solar photovoltaic panels, solar resource measurement equipment, commercial batteries, support structures, foundations, pads, footings, fencing, electrical inverters and transformers, meters, switches, breakers, fixtures, equipment storage, electric wiring, distribution and transmission lines, access roads, interconnection facilities, and related structures, facilities and equipment (collectively the "Solar Facilities") on the Property to the extent set forth in this Lease.

B. Grant of Access Easement. Landowner hereby grants to Company an easement for vehicular and pedestrian ingress and egress to and from the Solar Facilities over the Property (including areas outside the Leased Premises). Such easement shall, to the extent practicable, be across existing roadways. Company agrees to work with Landowner to minimize impacts to Landowner's Property outside the Leased Premises.

C. Grant of Utilities Easement. Landowner hereby grants to Company an easement for planning, designing, constructing, installing, re-installing, operating, re-locating and maintaining electric wiring, distribution and transmission lines, and communications lines across the Property (including areas outside the Leased Premises). Such easement shall, to the extent practicable, utilize existing utility corridors on the Property. Company agrees to work with Landowner to minimize impacts to Landowner's Property outside the Leased Premises.

Upon Company's request, Landowner shall promptly execute reasonably acceptable easement agreements granting such easements to the Company or the applicable utility provider, including, without limitation, reasonable utility easements in the form requested by the applicable utility provider.

D. Grant of Solar Easement. Landowner hereby grants to Company the sole right to capture unimpeded solar insolation throughout the Leased Premises. Landowner shall not install nor allow any person or entity (other than Company) to install any obstruction that may impair solar insolation on the Leased Premises. Structures, improvements, trees, and vegetation located on the Property prior to the Effective Date, which may impair solar insolation on the Leased Premises, may be removed by Company at Company's expense. Any such structures, improvements, trees, and vegetation installed or planted on the Property on or after the Effective Date, may be removed by Company at Landowner's expense. Landowner shall consult with the Company prior to creating or permitting to be created on the Property or any adjacent land owned by Landowner any structures or improvements, or plant any trees or other vegetation which may impede or interfere with solar insolation on the Leased Premises or Company's operations.

E. Inspection Rights. Landowner grants to Company the right to undertake surveys and geological, environmental, biological, cultural and other tests and studies, in each case by the use of such means and technologies as Company may choose, whether or not currently known, and with the right of entry on the Property for such purposes. During the Due Diligence Period, Company shall reasonably cooperate with Landowner to minimize disruption of Landowner's operations on the Property. If the Company or its representatives damage the Landowner's crops during the Due Diligence Period, Company shall pay Landowner an amount reasonably agreed by the Parties to compensate the Landowner for such damaged crops.

2.2 **Notice to Landowner; Amendment to Leased Premises**.

A. Due Diligence Period. During the Due Diligence Period, if Company determines, in its discretion, that the Property is not appropriate for Company's intended use (or if Company decides for any reason or no reason, not to construct Solar Facilities on the Property), then Company may cancel and terminate this Lease upon written notice to Landowner at any time during the Due Diligence Period.

B. Notice to Landowner; Leased Premises. If Company determines that it wishes to construct Solar Facilities on the Leased Premises, Company shall provide written notice to Landowner of its intent to begin construction of the Solar Facilities ("Notice"). The Notice will specify the estimated date that the Company currently expects to commence construction on the Leased Premises, such date to occur not less than ten (10) days following Landowner's receipt of the Notice. Such Notice also shall include a survey, legal description, and calculated acreage of the portion of the Property that will be utilized for development of the Solar Facilities, which shall be attached to this Lease as a replacement of Exhibit "B" and shall constitute the "Leased Premises" for all purposes. Landowner shall incur no out-of-pocket cost for the performance of the survey, gathering of legal description, or calculation of acreage for preparation of the Notice.

C. Compatible Usage. During the Due Diligence Period, Landowner shall retain the right to use the Property (including the Leased Premises) for farming, ranching, grazing, conservation, or other purposes. During the Operations Term, Landowner shall retain the right to use that

portion of the Property outside the Leased Premises, to the extent its use is consistent with the further provisions of this Lease, for farming, ranching, grazing, conservation, or other purposes.

2.3 **Termination of Lease**. The occurrence of any of the following events shall terminate this Lease:

A. The expiration of the Lease Term, as same may be extended; or

B. Company provides Landowner with 180 Days written notice of cancellation of this Lease at any time during the Lease Term; or

C. The written agreement of both Parties to terminate this Lease; or

D. Company fails to provide Notice of its intent to construct Solar Facilities to Landowner prior to the end of the Due Diligence Period; or

E. A Party elects to terminate the Lease following an Event of Default (as defined below) by the other Party pursuant to Article 9 of this Lease.

## ARTICLE 3
## RENT, TAXES

3.1 **Rent**.

A. Due Diligence Period Rent. During the Due Diligence Period, Company shall pay to Landowner the Due Diligence Period Rent. Company's obligation to pay Due Diligence Rent shall commence upon the Effective Date and shall cease upon the day prior to the date upon which Company is obligated to pay Construction Period Rent.

B. Construction Period Rent. During the Construction Period, Company shall pay to Landowner the Construction Period Rent. Company's obligation to pay Construction Period Rent shall commence upon the Commencement of Construction and shall cease upon the day prior to the date upon which Company is obligated to pay Operations Rent.

C. Operations Rent. Company shall pay to Landowner a rental payment equal to the Operations Rent on the commencement of the Operations Term and payable within sixty (60) days of the commencement of the Operations Term, and payable in advance of each anniversary of the commencement of the Operations Term thereafter. Operations Rent payments shall be prorated for any partial year and partial acreage. In the event Company exercises its right to extend this Lease as described in the "Lease Term" then Company shall pay to Landowner the Extension Period Rent on the commencement of the Extension Period and annually thereafter during the Extension Period.

D. Other Payments: Other Payments, if any, shall be made as set forth in Section 1.1.

3.2 **Taxes, Assessments, and Utilities**.

A. Tax Obligations of Landowner. If at any time during the Lease Term the Property is sold from a tax exempt municipality to a taxable entity, then subject to Section 3.2B, Landowner shall pay, when due, all real property taxes and assessments levied against the Property and all

personal property taxes and assessments levied against any property and improvements owned by Landowner and located on the Property. Subject to Section 3.2C, if Landowner shall fail to pay any such taxes or assessments when due, Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Due Diligence Period Rent or Operations Rent or other payment obligations otherwise due to Landowner from Company.

B. Tax Obligations of Company. Company shall pay all personal property taxes and assessments levied against the Solar Facilities when due. If the Property experiences any increase in the amount of real property taxes assessed as a result of the installation of the Solar Facilities on the Property, including any reclassification of the Property, Company shall pay or reimburse Landowner an amount equal to the increase in such real property taxes no later than ten (10) days prior to the date each year on which the applicable real property taxes are due to be paid, provided that Landowner provides Company sufficient notice with copies of the applicable current and past statements of real property taxes payable for the Property and any related information demonstrating the reasons for any increase in real property taxes.

C. Contested Taxes. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Lease as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

D. Utilities. Company shall pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Company on the Property.

## ARTICLE 4
## COMPANY'S OBLIGATIONS

4.1 **Liens**. Company shall keep the Property free and clear of all liens and claims of liens for labor, material, services, supplies and equipment performed on or furnished to Company or any of the components of the Solar Facilities in connection with Company's use of the Property. Company may contest any such lien but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Company agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of the creation of any such lien or encumbrance. Encumbrances incurred by Company in accordance with Section 5.1 are not subject to this Section 4.1.

4.2 **Permits and Laws**. Company and its designees shall at all times comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Company's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any such activities.

4.3 **Company's Improvements**.

A. Ownership. All Solar Facilities constructed, installed or placed on the Property by Company pursuant to this Lease shall be the sole property of Company, and Landowner shall have no ownership or other interest in any Solar Facilities on the Property.

B. Maintenance. Throughout the Lease Term, Company shall, at its sole cost and expense, maintain Company's Solar Facilities in good condition and repair, ordinary wear and tear excepted. All Solar Facilities constructed, installed or placed on the Property by Company pursuant to this Lease may be moved, replaced, repaired or refurbished by Company at any time.

C. Removal. Company shall remove all its Solar Facilities on the Leased Premises within one (1) year from the date the Lease expires or terminates and shall pay rent to Landowner, at the rate applicable to the Solar Facilities immediately prior to such expiration or termination, with respect to the portion of such one-year period during which the Solar Facilities are being removed by Company. Company shall restore the Property to a substantially similar condition to that which existed prior to commencement of the Lease Term. If Company fails to remove any of the Solar Facilities within the required time period, Landowner may remove these Solar Facilities from the Property and dispose of them in its sole discretion without notice or liability to Company. If Landowner incurs costs to decommission and remove any of the Solar Facilities due to Company's failure to do so within the required time period, Company hereby indemnifies Landowner for such costs reasonably incurred and agrees to reimburse Landowner for those amounts reasonably incurred within sixty (60) days of receipt of adequate documentation of the costs.

4.4 **Insurance**. Company shall obtain and maintain policies of insurance covering the Solar Facilities and Company's activities on the Property at all times during the Lease Term, including commercial general liability insurance with a minimum combined occurrence and annual limitation of $1,000,000.00 USD. Such insurance coverage for the Solar Facilities and the Property may be provided as part of a blanket policy that also covers other solar facilities or properties. During the Construction Period and Operations Term, any such policies shall name Landowner as an additional insured and provide for thirty (30) days prior written notice to Landowner of any cancellation or non-renewal. Company shall provide Landowner with copies of certificates of insurance evidencing this coverage upon request by Landowner.

## ARTICLE 5
## LANDOWNER'S OBLIGATIONS

5.1 **Title and Authority**,

A. Landowner's Authority. Except to the extent otherwise stated in this Lease, Landowner represents and warrants it is the sole owner of the Property in fee simple and each person or entity signing the Lease on behalf of Landowner has the full and unrestricted authority to execute and deliver this Lease and to grant the easements and rights granted herein. When signed by Landowner, this Lease constitutes a valid and binding agreement enforceable against Landowner in accordance with its terms.

B. Encumbrances. Landowner represents and warrants to the best of its knowledge that there are no encumbrances or liens against the Property except as disclosed in Exhibit "C" attached hereto and made a part hereof for all purposes. In the event that there are one or more mortgages encumbering the Property as of the date of this Lease, Company's obligations hereunder shall be expressly conditioned upon Landowner obtaining a written subordination and non-disturbance agreement executed by each of the mortgagees under the terms of which the mortgagees agree, for themselves and their successors, not to disturb Company's and

Company's Mortgagees' rights and possessory interests under this Lease in the event of foreclosure, judicial sale or other proceedings in connection with such mortgages. Each such subordination and non-disturbance agreement must be in a form reasonably acceptable to Company.

5.2 **Quiet Enjoyment**. Company shall have the quiet use and enjoyment of Leased Premises in accordance with the terms of this Lease without any interference of any kind by Landowner or any person claiming through Landowner. Landowner and its activities on the Property and any grant of rights Landowner makes to any other person shall not interfere with Company's activities pursuant to this Lease, and Landowner shall not interfere or allow interference with the solar insolation over the Property or otherwise engage in activities which might impede or decrease the output or efficiency of the Solar Facilities.

5.3 **Cooperation**. Landowner shall cooperate with Company to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease, or other exception to Landowner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Company under this Lease and shall deliver any such executed non-disturbance and subordination agreement within thirty (30) days of Company's request. Landowner shall also cooperate with Company to obtain and maintain any permits or authorizations needed for the Solar Facilities. Landowner shall also provide Company with such further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Company or any of its lenders or financiers and Landowner shall deliver any such estoppel certificates, consents to assignments or additional documents within ten (10) days of Company's request. Landowner shall also reasonably cooperate, at no out-of-pocket cost to Landowner, with Company's efforts, if any, to obtain access to water for purposes of construction, operations or maintenance of the Solar Facilities.

5.4 **Permits and Laws**. Landowner and its employees, contractors and affiliates shall at all times comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable to the Property and the activities at the Property and shall obtain all permits, licenses and orders required to conduct any and all such activities.

5.5 **Insurance**. At all times during the Lease Term, Landowner shall, at its sole cost and expense, obtain and maintain such policies of insurance covering the Property and the Landowner's activities at the Property, (i) which policies shall include a homeowner's insurance policy during such times that the Property is used solely by Landowner for residential purposes and (ii) which policies shall include a commercial general liability insurance policy with a minimum limit of $1 million per occurrence and minimum limit of $1 million in the aggregate during such times that any portion of the Property is used for commercial purposes by any party other than the Company. During the Construction and Operation Period, all such insurance policies shall name Company as an additional insured. All such insurance policies must be placed with insurers with a Best's rating of no less than A: VII. Landowner shall provide Company with copies of certificates of insurance evidencing this insurance coverage upon request by Company. Notwithstanding this paragraph, the City is not required to maintain insurance for the Property.

## ARTICLE 6
## INDEMNIFICATION; SURFACE DAMAGE; NEW IMPROVEMENTS

6.1 **Indemnification**. Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, costs, expenses and liabilities (collectively, ("Losses") for physical damage to property and for physical injury to any person, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party or any of its employees, invitees, officers, directors, representatives, contractors, and agents on the Property; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party or any of its employees, invitees, officers, directors, representatives, contractors, and agents; of this Lease by the Indemnifying Party. The indemnification provided hereunder shall not apply to Losses, to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall apply only to Losses, arising from events occurring during the Lease Term. The indemnification provisions of this Section 6.1 shall survive the termination of this Lease. Neither Party shall be entitled to, and each of Landowner and Company hereby waives, any and all rights to recover consequential, special, or punitive damages, including without limitation lost profits, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with the Agreement.

6.2 **Surface Damage, Hazardous Substances**.

A. Damage. The Parties anticipate and acknowledge that Landowner may suffer damage to crops, grass, fences, and other property or improvements on the Property outside the Leased Premises during Company's construction, installation, decommissioning, relocation, and maintenance of Solar Facilities. Company shall pay Landowner fair compensation for any such losses or damage to the extent such damages are outside the Leased Premises or then existing roadways. Except for such losses and damage, Company shall not be responsible for any losses of income, rent, business opportunities, profits or other losses arising out of Landowner's inability to grow crops on or otherwise use the Property.

B. Limitation on New Improvements. Notwithstanding Section 6.2A, Landowner shall not undertake any improvement on the Property inconsistent with Company's future use of the Property without Company's written consent. Any such improvement made without Company's prior written consent will be made at Landowner's sole risk. Except to the extent Company agrees in writing to bear costs (which it may in its sole discretion), Landowner will be solely responsible for the costs of removal of any such improvements and any associated restoration.

C. Hazardous Substances. Landowner represents and warrants to Company that Landowner has no knowledge of any substance, chemical or waste on or affecting the Property identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Notwithstanding any provision contained in this Lease to the contrary, Landowner will have sole responsibility for the remediation and cleanup of any Hazardous Substance discovered on the Property, unless the presence of the Hazardous Substance is caused by the activities of Company. Landowner agrees to indemnify, defend, and hold harmless Company from any and all Losses relating to any Hazardous Substance present on or affecting the Property prior to or on the Effective Date, unless the presence or release of the Hazardous Substance is caused by the activities of Company. Neither Party will introduce or use any Hazardous Substance on the Property in violation of any applicable law, and each Party will indemnify, defend, and hold harmless the other Party and its affiliates from and against all Losses arising out of any breach of this sentence. The provisions of this Section

will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Lease for a period of two (2) years.

## ARTICLE 7
## ASSIGNMENT; ENCUMBRANCE OF LEASE

7.1 **Right to Encumber** Company intends to finance the Solar Facilities with one or more Financing Parties (defined below) through various debt and equity financing facilities, including, without limitation, construction, term, sale-leaseback or permanent financing facilities. In connection therewith, Company intends to enter into various agreements and execute various documents relating to such financings, which documents may, among other things, assign this Lease and any easements benefitting the Leased Premises by way of direct or collateral assignment to a Financing Party and grant a security interest in Tenant's interest in the Solar Facilities and/or this Lease and any related easements, rights of ways or other similar interests (such documents, "Financing Documents"). Company shall notify Landowner of the foregoing actions and Financing Documents and obtain Landowner consent, which shall not be unreasonably withheld. Company may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or otherwise encumber, grant security interests, and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease or the Solar Facilities or any part thereof to any Financing Party with notice and consent of the Landowner, which shall not be unreasonably withheld. Company shall provide written notice to Landowner of a Financing Party's interest in the Lease and specify the Financing Party's address to be used for issuance of notices under this Lease. Landowner agrees to cooperate with Company to complete further agreements between Landowner, Company, and such Financing Parties, providing for the right of each such Financing Party to protect its interests in this Lease, including, without limitation, providing such consents, estoppels amendments and other acknowledgements of the foregoing as Company or the Financing Parties may request. For purposes herein, "Financing Party" shall include (x) any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Company for the purpose of developing, constructing, owning, operating, repairing or removing the Solar Facilities and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company or lender in connection with such financing. In the event that Company enters into any such Financing Document, then Landowner shall comply with the provisions set forth on Exhibit "D" attached to this Lease. The Financing Parties shall be a third party beneficiary of this Section 7.1 of this Lease.

7.2 **Assignment**. Company has the right to assign, sublease, transfer or convey all or part of its interests in this Lease with notice to and Landowner's consent, which shall not be unreasonably withheld or delayed; provided, however, that Company will remain liable for all obligations under this Lease unless the assignee assumes such obligations in writing Company shall provide written notice to Landowner of any such assignment, sublease, transfer, or conveyance. Notwithstanding the forgoing, Landowner consent shall not be required for an assignment to Wisconsin Public Service or its affiliates. Landowner may not assign, transfer or convey any portion of its interests in this Lease without the prior written consent of the Company, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Landowner may sell, transfer or assign the Property to any third party without the prior consent of Company provided that this Lease shall be concurrently assigned by Landowner to any such purchaser, transferee or assignee.

7.3 **Continuing Nature of Obligations**.

A. Easement in Gross. The solar easement and related rights granted by Landowner in this Lease to Company are an easement in gross for the benefit of Company, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Landowner in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the solar easement granted in this Lease and, as between the Property and other tracts of property on which Company may locate solar facilities, no tract is considered dominant or servient as to the other.

B. Run with the Land. The burdens of the solar easement and all other rights granted to Company in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against the Landowner and its successors, permitted assigns, permittees, licensees, employees and agents. The Lease and solar easement shall inure to the benefit of the Company and its successors, assigns, permittees, licensees and sub-tenants.

## ARTICLE 8
## CONDEMNATION/FORCE MAJEURE

8.1 **Condemnation**. If eminent domain proceedings are commenced against all or any portion of the Property and the taking and proposed use of such property would prevent or adversely affect Company's construction, installation or operation of Solar Facilities on the Property, the Parties shall either amend this Lease to reflect any necessary relocation of the Leased Premises or Solar Facilities which will preserve the value and benefit of the Lease to the Company, together with any corresponding payments, or, at Company's option, this Lease shall terminate in which event neither Party shall have any further obligations.

8.2 **Proceeds**. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Landowner, except that the Company shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities on the Property or the loss of any such Solar Facilities or the use of the Property pursuant to the Lease. Company shall have the right to participate in any condemnation proceedings to this extent.

8.3 **Force Majeure**. Neither Landowner nor Company shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented or delayed by an event of force majeure, which shall mean an event beyond the reasonable control of the Party so affected and which, by exercise of due diligence and foresight, could not have been avoided.

## ARTICLE 9
## EVENTS OF DEFAULT

9.1 **Events of Default**. Each of the following shall constitute an Event of Default (herein so called), which shall permit the non-defaulting Party to terminate this Lease or pursue other remedies available at law or equity:

A. Any failure by Company to pay Due Diligence Period Rent, Construction Period Rent, Operations Rent or Extension Period Rent when such rent is due under this Lease if the failure to pay continues for sixty (60) days after the receipt by the Company written notice ("Notice of Default") from Landowner pursuant to the terms of this Lease;

B. Any other material breach of the Lease by either Party which continues for sixty (60) days after Notice of Default from the non-defaulting Party or, if the cure will take longer than sixty (60) days, the length of time necessary to affect cure as long as the defaulting Party is making diligent efforts to cure during that time.

9.2 **Specific Performance**. Landowner acknowledges and agrees that should Landowner breach any of its obligations hereunder or otherwise fail to permit Company to exercise any of the rights and privileges granted herein, Company shall have the right, in addition to any of its other rights and remedies, to seek specific enforcement of this Lease.

9.3 **Termination Not Default**. If Company provides notice of termination of this Lease to Landowner, Company shall not be liable for damages or payments to Landowner under any theory, but Company shall be liable for any then accrued and unpaid Operations Rent for all quarterly periods prior to the date of termination. Such notice of termination shall not be deemed to be an Event of Default or breach by Company.

## ARTICLE 10
## MISCELLANEOUS

10.1 **Notice**. Any notice to be given hereunder or which either Party wishes to give to the other shall be in writing and may be delivered personally to the other or given by mailing by depositing the same in the U.S. Mail, with all postage and certification charges thereon prepaid, in a sealed envelope and sent by registered or certified mail with return receipt requested, addressed as set forth in the table beneath such Party's name or to such other address as either Party shall hereafter specify by written notice to the other. Any notice shall be deemed delivered three days after deposit in the mail in accordance with the foregoing provision.

10.2 **Record**. Upon Company's request, Landowner and Company agree to promptly execute a memorandum of this Lease in the form requested by Company, which may be recorded by Company at Company's cost in the county where the Property is situated. Upon the termination or expiration of this Lease, Company shall ensure that appropriate termination of lease documentation is recorded.

10.3 **New Lease**. If, at any time during the Lease Term, Company deems it necessary to (i) meet legal requirements for preserving the validity of the Lease, or (ii) carry out the financing of the Solar Facilities, Company may request that Landowner execute amendments to this Lease or a new lease of substantially the same essential commercial provisions and with a term no longer than the remaining balance of the original term at the time the new lease is executed.

10.4 **No Third-Party Beneficiaries**. Except for the rights of the Financing Parties set forth above, no provision of this Lease is intended to nor shall it inure to the benefit of any third party so as to constitute any such person as a third-party beneficiary under this Lease, or of anyone or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a Party to this Lease.

10.5 **Entire Agreement**. It is mutually understood and agreed that this Lease constitutes the entire agreement between Landowner and Company and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended, modified or supplemented except in a writing executed by both Parties.

10.6 **Governing Law and Venue**. This Lease is made in and shall be governed by the laws of the State in which the Property is located. Venue shall be in Brown County, Wisconsin

10.7 **Additional Actions**. Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties.

10.8 **Waiver**. Neither Party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter.

10.9 **Relationship of Parties**. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landowner and Company or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Landowner and Company shall not have any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

10.10 **Confidentiality**. The Parties acknowledge that during the course of the performance of their respective obligations under this Lease, either Party may need to provide information to the other Party that the disclosing Party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential, including the terms of this Lease, shall be treated confidential, to the extent permitted under Wisconsin Law, by the receiving Party and shall not be disclosed to any other person provided that the receiving party may disclose such information to its Affiliates and its and their respective attorneys, consultants, potential and current financiers, investors and officers and directors.

10.11 **Survival of Covenants**. Those specific provisions that by their terms survive the termination or expiration of this Agreement and those other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement.

10.12 **Consequential Damages**. Neither Party shall be liable to the other Party for incidental, consequential, special, punitive, exemplary or indirect damages of any kind, including but not limited to loss of use or loss of profit or revenue.

10.13 **Waiver of Jury Trial**. EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

10.14 **Partial Invalidity**. If any term or provision of this Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.15 **Counterparts**. This Lease may be executed in two or more counterparts (including by means of facsimile or electronically transmitted signature pages) and by different Parties on separate counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same agreement, provided that facsimile or electronically transmitted signatures shall be deemed to be originals. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

10.16 **No Strict Construction**. Each of the Parties confirms that both it and its counsel have reviewed, negotiated and adopted this Lease as the joint agreement and understanding of the Parties. The language used in this Lease shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against either Party.

[SIGNATURE PAGE FOLLOWS]

**LANDOWNER:**

City of Green Bay

Signed:_____

Name: _____

Date: _____

**COMPANY:**

OneEnergy Development, LLC

Signed:_____

Name:_____

Title:_____

Date:_____

## EXHIBIT A

MAP AND DESCRIPTION OF THE PROPERTY

That certain property known as 52.956 AC M/L SE1/4 SW1/4 S20 T24N R22E EX 2634435 & PRT OF NE1/4 SW1/4 DESC IN 2634434 in Brown County, Wisconsin, totaling approximately Fifty-Two and 96/100 (52.96) acres with the parcel identification number: 22-SC513
and generally shown by the orange outline in the map below.
Also including that certain property granted to the Landowner as described in Deeds recorded as Document Nos. 2083761 and 2143948 and as generally shown by the red polygon in the map below, to be used for access and utility purposes.



**EXHIBIT B**

LEASED PREMISES
(TO BE UPDATED PRIOR TO OPERATIONS TERM)

A portion of the Property consisting of up to Forty and 00/100 (40.00) acres but not less than thirty-five and 00/100 (35.00) acres generally identified by the hatched area in the map below. The Leased Premises shall start at the south parcel boundary and cover the full east to west extent of the parcel as it moves north. Also including that certain property granted to the Landowner as described in Deeds recorded as Document Nos. 2083761 and 2143948 and as generally shown by the red polygon in the map below, to be used for access and utility purposes.

*Company acknowledges that use of the area depicted in red, described in Deeds recorded as Document Nos. 2083761 and 2143948, is subject to approval from the Wisconsin Department of Transportation before area can be utilized for access and utility purposes.

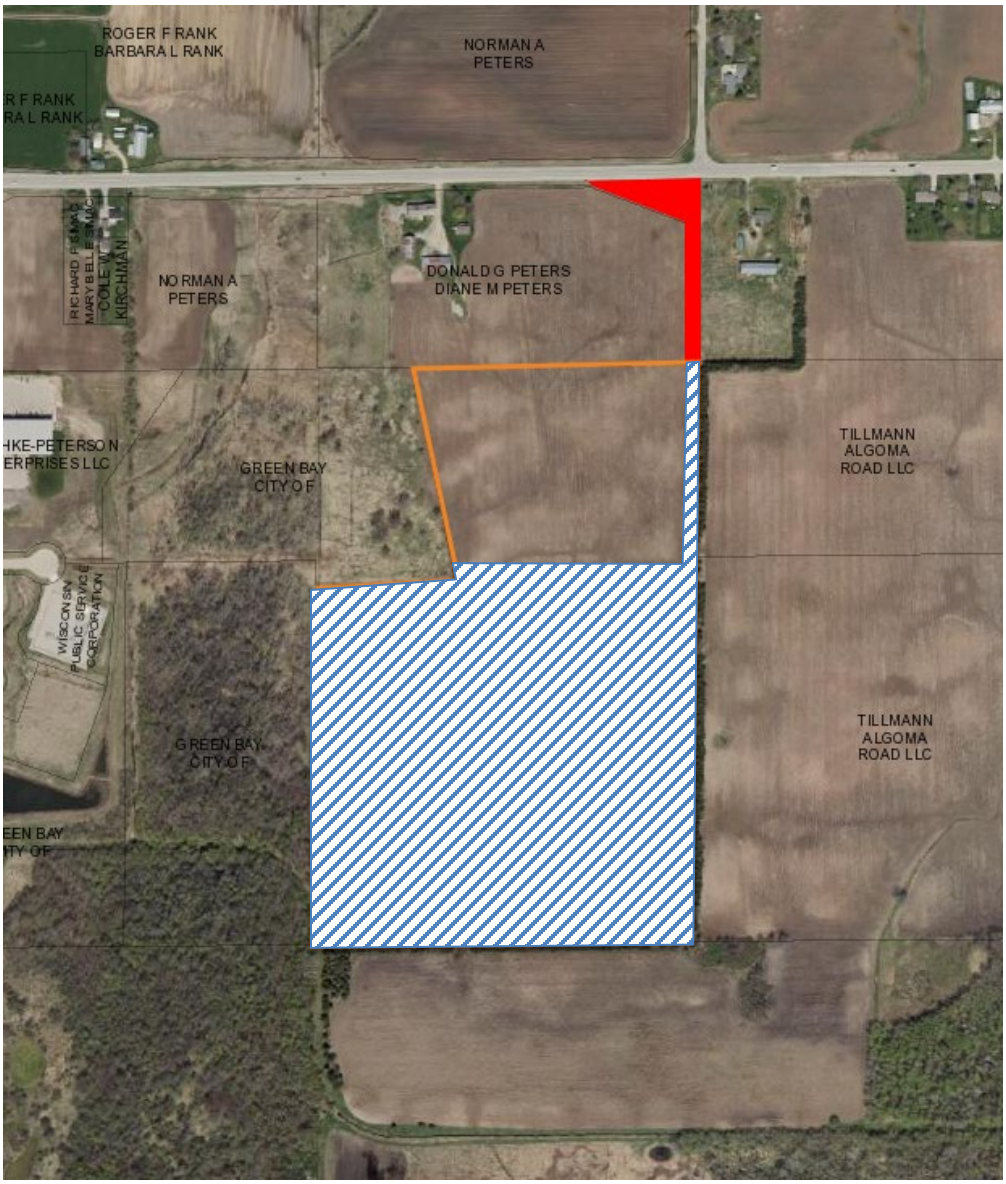


**EXHIBIT C**

ENCUMBRANCES AND LIENS AGAINST OWNER'S PROPERTY

## EXHIBIT D

FINANCING PARTY PROTECTION PROVISIONS

Landowner agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien on the leasehold estate; and Landowner and Company further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landowner and Company will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease. This provision is for the express benefit of and shall be enforceable by such Financing Party.

Landowner shall send by certified or registered mail or overnight courier service to each Financing Party a copy of each notice of default at the same time as and whenever any such notice of default shall be given by Landowner to Company, addressed to such Financing Party at the address last furnished to Landowner. No notice of default by Landowner shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Landowner agrees to accept performance by any such Financing Party of any term, covenant or condition on Company's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Company. A Financing Party shall have the right, but not the obligation, to remedy such default, or cause such default to be remedied, within the same period after delivery of notice of default as is given to Company, plus the following additional time periods: (i) thirty (30) days in the event of a monetary default and (ii) one hundred twenty (120) days in the event of a non-monetary default.

In case of the termination of this Lease by reason of the happening of an Event of Default or the leasehold estate is foreclosed, Landowner shall send a written notice by registered or certified mail or overnight courier service to each Financing Party at the address last furnished to Landowner. If, within ninety (90) days after the delivery of such notice, such Financing Party shall notify Landowner that such Financing Party desires to enter into a lease of the Leased Premises with Landowner, Landowner shall join with the Financing Party, or its nominee, in executing and delivering a new lease of the Leased Premises to such Financing Party, or its nominee, for the remainder of the Term, at the Rent and upon the terms, covenants and conditions contained in this Lease. In the event that the Event of Default under this Lease is a result of the bankruptcy of Company or is otherwise incapable of being cured by a Financing Party or if the Lease is rejected in connection with a bankruptcy proceeding by Company, within ten (10) days after a request from a Financing Party, which request has been made within thirty (30) days following said Financing Party's receipt of written notice of such Event of Default or rejection of the Lease in a bankruptcy proceeding, Landowner agrees that it will, at Financing Party's sole option, enter into a new lease with a Financing Party or its nominee for the remaining portion of the Term, and upon the terms and conditions that would have been applicable for such period under this Lease had the Event of Default not occurred.

If a Financing Party does not have the right to immediate possession or use of the Leased Premises, such Financing Party shall not have any obligation under this Lease prior to the time that such Financing Party takes assignment of the leasehold estate and has the possession or use thereof. Any such Financing Party shall be liable to perform obligations under this Lease only for and during the period of time that such Financing Party has taken assignment of the leasehold estate. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder once such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

The provisions of this Exhibit D shall survive the expiration or earlier termination of this Lease.

# Exhibit C – Vegetation Management Plan

## Perch Solar Project

**Applicant:**
**OneEnergy Development, LLC**
**10 N. Livingston St. Suite 201**
**Madison, WI 53703**

# Perch Solar

# Vegetation Installation and Management Plan



**Date:** 8/29/2024
**Site Location:** 44.112157, -88.515864

ONEENERGY RENEWABLES • 2003 WESTERN AVE • STE 225 • SEATTLE, WA 98121
WWW.ONEENERGYRENEWABLES.COM

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# 1 Site Overview

Perch Solar is a 6 MWac solar project located in the Town of Vinland in Winnebago County, Wisconsin. The 30-acre project site is currently in agricultural production. The site contains eight wetlands and two constructed ditches. The predominant soils on site are somewhat poorly drained Korobago silt loam and well drained Kewaunee silt loam. Following construction of the solar array, the site will be managed for native pollinator habitat.

# 2 Benefits of Pollinator-Friendly Solar

There are many benefits to installing native prairie plant communities on solar sites. Pollinator friendly solar sequesters carbon into the soil through plants, while carbon emissions are simultaneously reduced by using renewable solar energy. Planting native prairie species restores soil by preventing erosion, improving soil structure, increasing carbon storage, diversifying microbial communities, and increasing soil fertility. In addition to supporting native wildlife, these improvements to the soil will increase the value of the soil for future agricultural production once the solar panels are removed. Agricultural benefits are not limited to future land use. Supporting native pollinator populations can increase yields of nearby pollinator-dependent crops such as soybeans, apples, and many vegetables.

The aesthetic benefits of pollinator habitat provide additional services to the local community for those who appreciate observing the wildflowers, birds, butterflies, and other species that are drawn to the solar site. Native prairie plants prevent stormwater runoff and improve surrounding water quality, which is an important consideration following the construction of solar projects. While the initial costs and amount of planning needed for installing and managing native pollinator habitat may be greater than turfgrass, the benefits outweigh the costs. Following the first five years of management, as the hardier native plant communities become established, reduced maintenance needs are anticipated for the remainder of the time the solar array is in operation.

# 3 Site Preparation and Temporary Seeding

Construction debris and building materials will be cleared from the seeding area. An herbicide application may be required to remove undesirable vegetation from the site. The type of herbicide used will depend on the target species observed during initial site inspections by environmental specialists. If an herbicide such as glyphosate is used, this would necessitate a 10-day waiting period before disturbing the soil or seeding.

The environmental specialist overseeing site preparation activities and selecting herbicide treatments for noxious and invasive species suppression will have comprehensive knowledge and experience selecting and applying herbicides for restricting invasive species and managing vegetation to encourage native plant communities. Additionally, the environmental specialist

will have detailed knowledge of Wisconsin flora, excellent vegetation identification skills, and experience in ecological restoration that includes overseeing and conducting native prairie restoration and vegetation assessments.

Winter wheat or oats will be used as a cover crop depending on the time of year and based on the WDNR Technical Standard (1059) and the WisDOT seeding specification (630). For example, construction may delay seeding from fall until the following spring, in which case a cover crop would be used. A cover crop is also used during construction as part of the Stormwater Pollution Prevention Plan.

## 4 Permanent Seeding

The soil will be disced and then either harrowed or raked to prepare the soil for seeding. Native grasses will be seeded using a mechanical broadcast spreader at a depth of ¼ to ½-inch. Depending on site conditions, a nurse crop such as winter wheat will be seeded to stabilize the soil. Following grass seeding, the site will be raked and harrowed. Wildflowers and sedges will be seeded using a mechanical broadcast spreader and covered by raking the site.

The primary seed mix used will be a diverse mix of around 30 species designed by environmental specialists to suit site-specific soil and microclimate conditions and to provide continuous forage and habitat for pollinators. The seed mix includes flowering species with a wide range of bloom times to cover each season pollinators are active. Additionally, a lowland seed mix will be used on 2.07 acres of the site. Upland and lowland seed mix examples can be found in Appendix B.

Changes to plant species and their proportions in the mix may be necessary depending on seed availability at the time of planting. The diversity of species and quality of the mix will be maintained.

## 5 Vegetation Management and Monitoring

Vegetation will be managed to achieve the following objectives:

1. Establish native vegetation cover as prescribed in the selected pollinator seed mixes.
2. Maintain complete vegetation cover while limiting noxious and invasive species.
3. Encourage the growth of flowering species to provide continuous forage and habitat for pollinators.

During the germination year, the site will be mowed to reduce competition and control weed growth. Additional mowing may be required to prevent annual and biennial weeds from setting seed. Vegetation will be mowed to a height of 8” and clippings will be mulched in place. During the establishment period, which spans 2 to 5 years after seeding, mowing should occur 2 to 3 times per year subject to the recommendations of the environmental specialist. Following the establishment period, the site will be mowed as needed for weed and invasive species control

and to intermittently remove biomass. A suggested timeline for vegetation management is provided in Section 7.

The following objectives will be achieved through vegetation monitoring:

1. Document the presence of targeted native species.
2. Document the presence of noxious and invasive species.
3. Provide recommendations for appropriate corrective actions to promote and maintain the planned vegetative cover and limit noxious and invasive species.

Specific maintenance activities and timelines will depend on observations during seasonal site inspections to determine vegetation growth progress and whether undesirable species are present. Following a fall seeding, these inspections would begin in late April to mid-June. Following a spring seeding, inspections should begin by mid-May.

Vegetation Management Reports (VMR) will be completed during each site visit to record the amount of vegetation cover, vegetation height, and presence of noxious and invasive species and targeted native species. Recommended next steps will be noted, and management plans will remain flexible to reflect changes in vegetation and noxious and invasive species pressure.

# 6 Invasive and Weed Species Management

In addition to the removal of invasive species, plant species will be suppressed if they are likely to either outcompete the native species planted or grow to a height that would potentially shade the solar panels. Noting noxious and invasive species through well-timed site inspections and proactively controlling these species during the establishment phase is critical for the long-term success of native vegetation establishment. Control of noxious and invasive species may include spot-spraying, spot-mowing, hand weeding, wicking, or other methods selected by the environmental specialist and depending on the target species and time of year.

If necessary, the following herbicides may be used for spot-treatment: glyphosate, triclopyr, clopyralid, or aminopyralid. Glyphosate is a non-selective systemic herbicide used to treat broadleaf weeds, grasses, and woody plants, and triclopyr is a selective systemic herbicide used to control woody and herbaceous broadleaf species. Clopyralid and aminopyralid are selective herbicides used to target broadleaf weeds, especially clover and thistle. Herbicide contact with native species will be limited and herbicides will not be used when wind speeds exceed 10 mph to prevent drift.

Other herbicides may be utilized based on the target species observed and identified for management. Environmental specialists will identify actual herbicide prescriptions based on observations during site inspections. The site will be inspected at least twice a year – once from late April to mid-May, and again in mid-June. Site inspections may be needed at other times, depending on the life cycle of the species targeted for removal. Spot-mowing and

removal of invasive species and other weeds will be completed as needed. If biomass removal is needed, the site can be mowed every three years using a flail mower. After the initial 5-year establishment period, the site should not be mowed more than once per year.

# 7 Vegetation Management Timeline

| | | |
|---|---|---|
| Year 0 | | |
| Seedbed Preparation | Herbicide application, soil bed preparation | Sep-Oct |
| Seeding | Site may be seeded with a temporary cover crop (see Section 3), followed by seeding with pollinator mix. | November |
| Years 1-3 | | |
| Site Inspections | Three site inspections to monitor vegetation and complete VMR. Plans will be made for any necessary reseeding, erosion mitigation, or weed/invasive species management. Site inspection may take place at the same time as management visit. | Late April to early May, mid-June, and late July |
| 1st Mow | Site mowed to 8" vegetation height. Spot-treat weed/invasive species as needed. Timing of mowing is dependent on plant phenology and weed/invasive species pressure, which will be evaluated during site inspections. Herbicide treatment types will depend on the target species observed during site inspection. | Late June to early July |
| 2nd Mow | Site mowed to 8" height. Spot-treatment of weed/invasive species as needed. Timing of mowing is dependent on observations during site assessments. | Late July to early August |
| Year 4 | | |
| Site Inspection | Vegetation will be monitored and VMR will be completed. | Late April to early May & mid-June |
| Spot treatment of invasives/weeds | Herbicide treatment types will depend on the target species observed during site inspections. | Variable |
| Dormant Mow | Mulch biomass by mowing in the spring to reduce competition and encourage native plant growth. | Spring |
| Years 5-25 | | |
| Site Inspection | Two annual visits to monitor vegetation in the spring and early summer. Spot-mowing or weed/invasive species removal will be completed as needed based on site inspections. If biomass removal is needed, sites can be mowed every three years using a flail mower. The site should not be mowed more than once per year, and mowing should occur from Mar-Apr 15th or Sept-Oct to | Late April to early May & mid-June |

| | | |
|---|---|---|
| | avoid disturbing nesting birds. Rotating halves or thirds of the site while mowing will increase plant diversity and structure and provide adjacent refuge for wildlife. | |

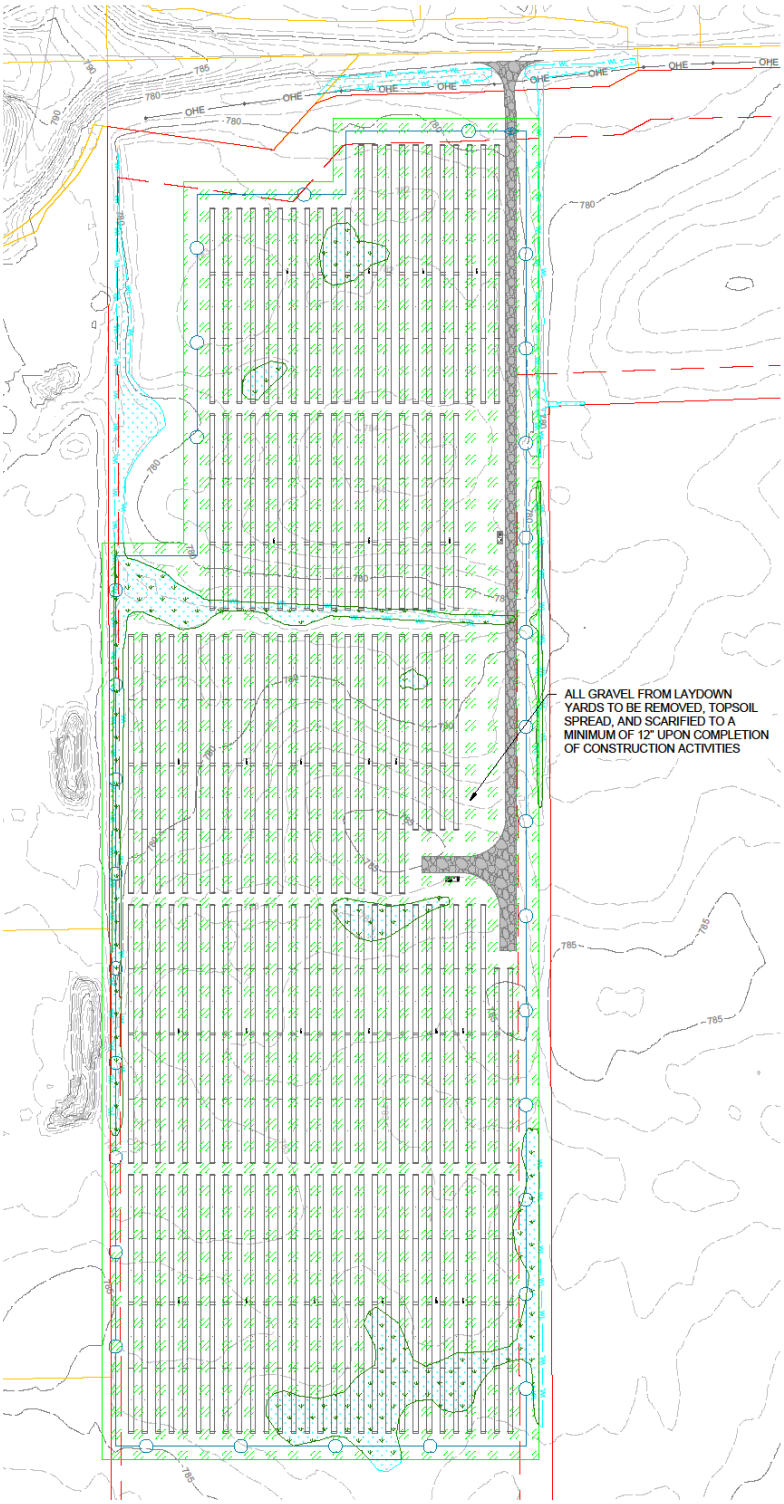
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Siegner, K., Wentzell, S., Urrutia, M., Mann, W., & Kennan, H. (2019) Maximizing land use benefits from utility scale solar: A cost benefit analysis of pollinator-friendly solar in Minnesota. *Yale Center for Business and the Environment*. https://cbey.yale.edu/research/maximizing-land-use-benefits-from-utility-scale-solar.

Walston, L. et al. (2018) Examining the potential for agricultural benefits from pollinator habitat at solar facilities in the United States. *Environmental Science & Technology 52* (13), 7566-7576. https://doi.org/10.1021/acs.est.8b00020.

Walston, L. et al. (2020) Modeling the ecosystem services of native vegetation management practices at solar energy facilities in Midwestern United States. *Ecosystem Services* (47), 101227. https://doi.org/10.1016/j.ecoser.2020.101227.

# 9 Appendix A – Restoration Plan




EXISTING FEATURES LEGEND:

- PARCEL BOUNDARY
- NEIGHBORING PARCEL
- EXISTING ROAD CENTERLINE
- BUILDING SETBACK LINE
- OHE — EXISTING OVERHEAD ELECTRICAL
- EXISTING UTILITY POLE
- DELINEATED WETLANDS

PROPOSED FEATURES LEGEND:

- PERIMETER FENCE
- TEMPORARY LAYDOWN YARD
- PROPOSED GRAVEL ACCESS ROAD (SEE DETAIL C-600-1)
- OHU — PROPOSED OVERHEAD ELECTRICAL
- PROPOSED UTILITY POLE
- LEASE BOUNDARY (NOT ESTABLISHED AT THIS TIME)

RESTORATION LEGEND:

- UPLAND SEEDED AREA (26.53 AC)
- LOWLAND/WETLAND SEEDED AREA (2.07 AC)

NOTES:

1. TEMPORARY SEEDING TO MEET WISCONSIN DNR TECHNICAL STANDARD 1059
2. FINAL SEED MIX SUBJECT TO CHANGE DUE TO AVAILABILITY AT TIME OF PROCUREMENT

# 10 Appendix B – Pollinator Seed Mixes

## Upland Mix

| Scientific Name | Common Name | % of Mix | Seeds/ft$^2$ |
|---|---|---|---|
| **Grasses** | | | |
| Sideoats Grama | Bouteloua curtipendula | 27.27% | 6.61 |
| Blue Grama | Bouteloua gracilis | 7.27% | 11.75 |
| Plains Oval Sedge | Carex brevior | 2.55% | 2.98 |
| June Grass | Koeleria macrantha | 1.82% | 14.69 |
| Little Bluestem | Schizachyrium scoparium | 33.45% | 20.28 |
| Prairie Dropseed | Sporobolus heterolepis | 0.36% | 0.24 |
| | | | |
| **Forbs** | | | |
| Common Yarrow | Achillea millefolium | 0.36% | 2.62 |
| Anise Hyssop | Agastache foeniculum | 0.09% | 0.33 |
| Prairie Onion | Allium stellatum | 0.73% | 0.32 |
| Lead Plant | Amorpha canescens | 1.36% | 0.88 |
| Wild Columbine | Aquilegia canadensis | 0.18% | 0.28 |
| Common Milkweed | Asclepias syriaca | 0.36% | 0.06 |
| Butterfly Milkweed | Asclepias tuberosa | 0.91% | 0.16 |
| Sky Blue Aster | Symphyotrichum oolentangiense | 0.18% | 0.59 |
| Upland White Goldenrod | Solidago ptarmicoides | 0.73% | 1.88 |
| Partridge Pea | Chamaecrista fasciculata | 2.73% | 0.30 |
| Lanceleaf Coreopsis | Coreopsis lanceolata | 1.09% | 0.88 |
| White Prairie Clover | Dalea candida | 4.55% | 3.49 |
| Purple Prairie Clover | Dalea purpurea | 5.82% | 4.23 |
| Rough Blazing Star | Liatris aspera | 0.27% | 0.18 |
| Spotted Bee Balm | Monarda punctata | 0.18% | 0.66 |
| Large-flowered Beardtongue | Penstemon grandiflorus | 0.73% | 0.41 |
| Prairie Wild Rose | Rosa arkansana | 0.09% | 0.01 |
| Black-eyed Susan | Rudbeckia hirta | 2.09% | 7.77 |
| Gray Goldenrod | Solidago nemoralis | 0.09% | 1.10 |
| Ohio Spiderwort | Tradescantia ohiensis | 0.45% | 0.15 |
| Hoary Vervain | Verbena stricta | 1.73% | 1.95 |
| Heartleaf Alexanders | Zizia aptera | 0.36% | 0.18 |
| Golden Alexanders | Zizia aurea | 2.18% | 0.97 |

**Seeding Rate: 11 lbs/acre (85.9 seeds/square foot)**

## Lowland Mix

| Scientific Name | Common Name | % of Mix | Seeds/ft$^2$ |
|---|---|---|---|
| **Grasses** | | | |
| Carex scoparia | Pointed-broom Sedge | 1.40% | 2.81 |
| Carex stipata | Common Fox Sedge | 6.85% | 5.56 |
| Carex vulpinoidea | Brown Fox Sedge | 4.65% | 11.1 |
| Juncus dudleyi | Dudley's Rush | 0.15% | 11.46 |
| Juncus effusus | Common Rush | 0.40% | 9.55 |
| Elymus virginicus | Virginia Wild Rye | 55.60% | 5.58 |
| Poa palustris | Fowl Bluegrass | 9.00% | 27.93 |
| | | | |
| **Forbs** | | | |
| Anemone canadensis | Canada Anemone | 3.65% | 0.7 |
| Symphyotrichum novae-angliae | New England Aster | 1.30% | 2.05 |
| Verbena hastata | Blue Vervain | 0.90% | 2 |
| Lobelia siphilitica | Great Blue Lobelia | 0.35% | 4.18 |
| Lycopus americanus | Water Horehound | 0.45% | 1.4 |
| Lythrum alatum | Winged Loosestrife | 0.01% | 0.72 |
| Mimulus ringens | Monkey Flower | 0.10% | 5.49 |
| Alisma subcordatum | Water Plantain | 1.95% | 2.79 |
| Pycnanthemum virginianum | Virginia Mountain Mint | 0.65% | 3.41 |
| Tradescantia ohiensis | Ohio Spiderwort | 7.29% | 1.39 |
| Zizia aurea | Golden Alexanders | 5.30% | 1.39 |

**Seeding rate: 99.50 seeds/ft$^2$**

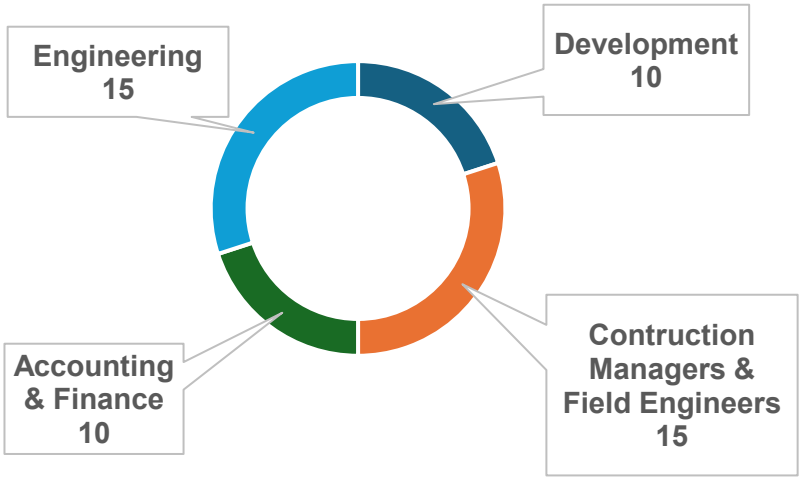


OneEnergy RENEWABLES

# City of Green Bay – December 9th, 2025

# About Us – Midwest Distributed Generation Team

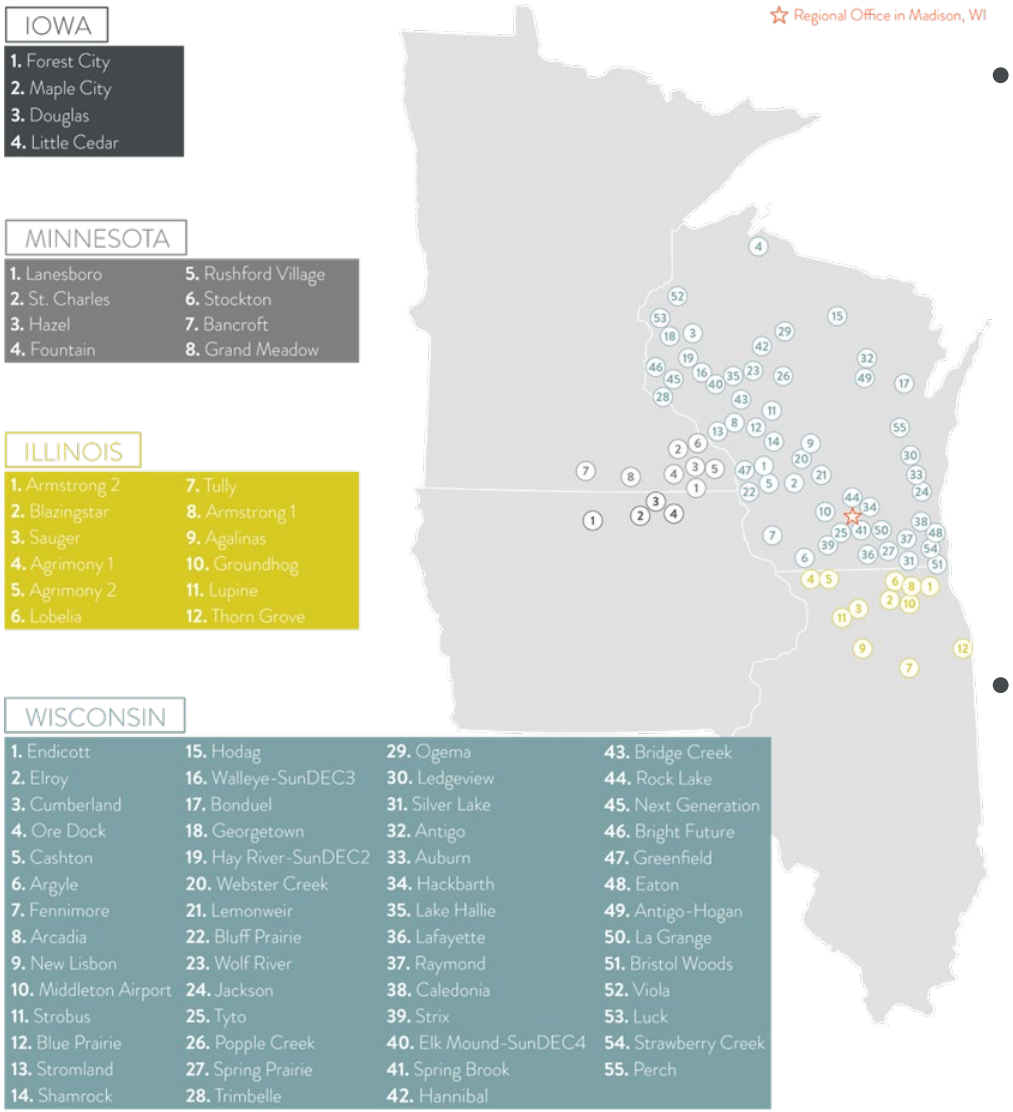
- OneEnergy Renewables is an employee-owned developer of solar energy projects with a regional office in Wisconsin
- Midwest team focused on developing, engineering, constructing and operating utility-scale solar projects in WI, MN, IA
- Committed to responsible land stewardship and the development of low-impact and dual-use projects that interconnect to the distribution grid
- As a Public Benefit Corporation, we pursue public benefit and strive to operate in a responsible and sustainable manner






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# Midwest Experience

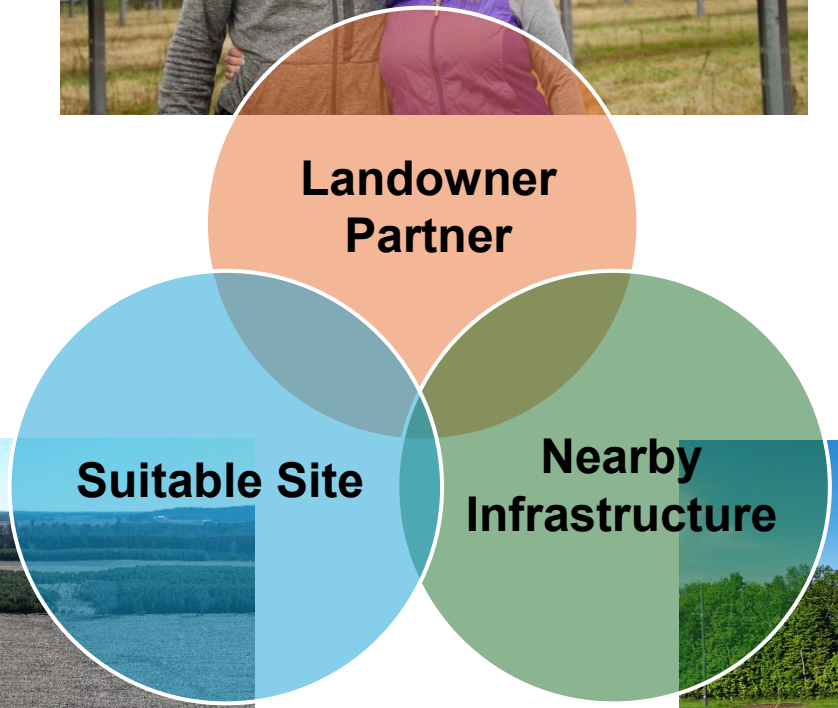



- 55 Projects operating totaling 220 Megawatts
  - Produce electricity for over 50,000 average WI homes
  - Nearest project in operation:
  - Bonduel – Town of Hartland
- 20 projects under construction in 2025 in WI, MN, and IA
  - Nearest project under construction:
  - Antigo-Hogan Solar – City of Antigo


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# Site Selection Criteria







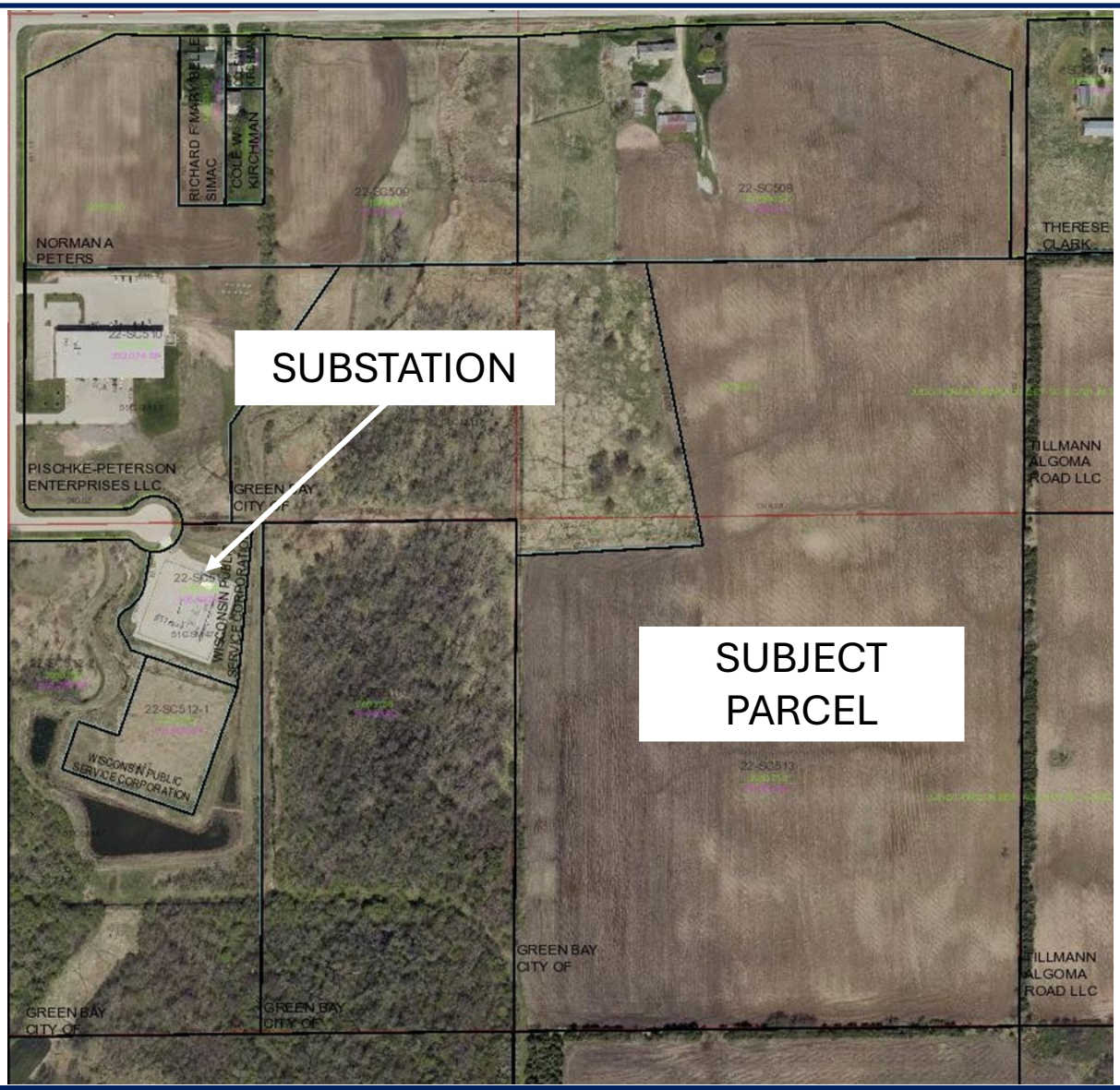




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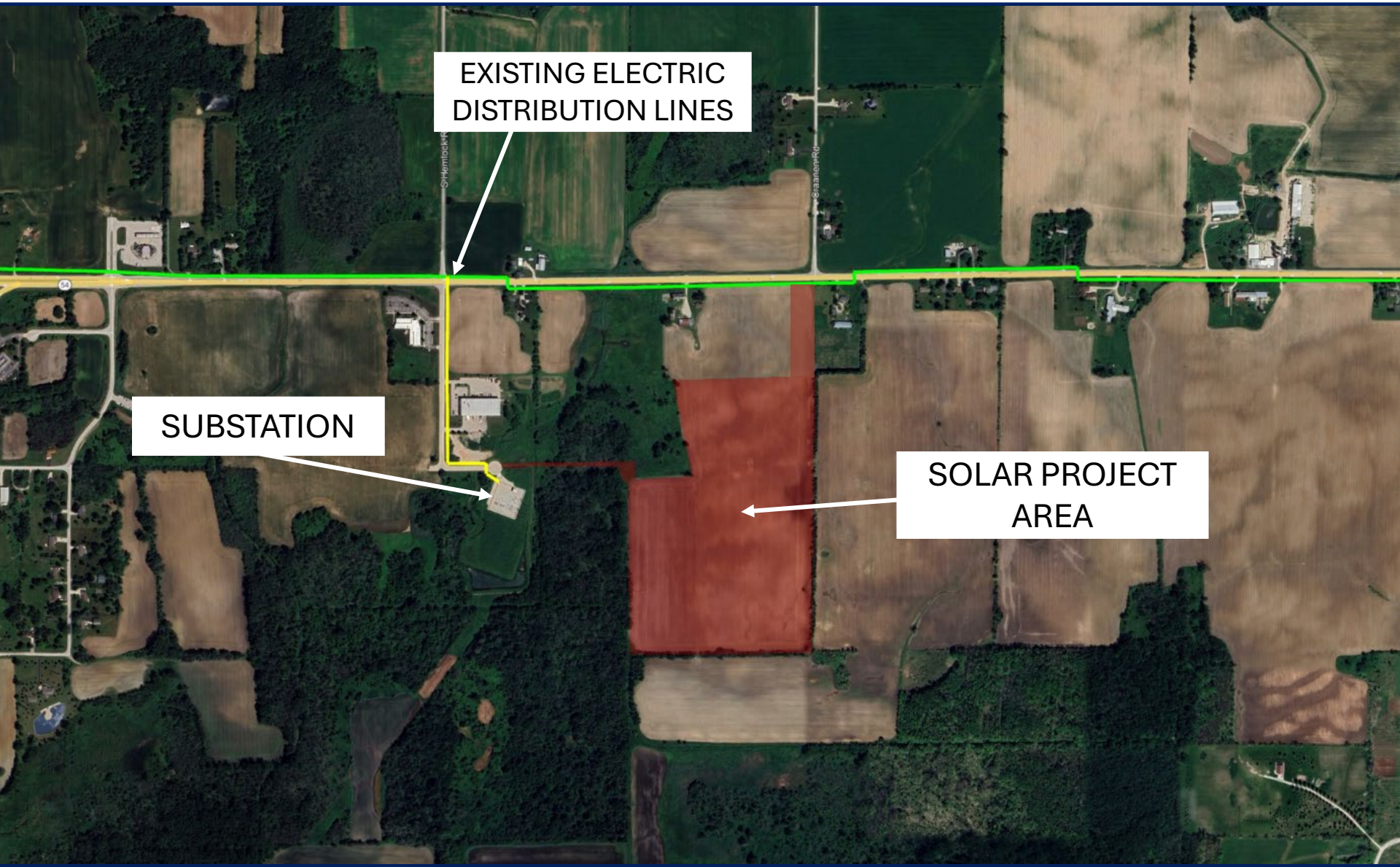

SITE SUITABILITY

# Project Area – Subject Property




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# Project Area – Distribution System





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# Project Area – Street View






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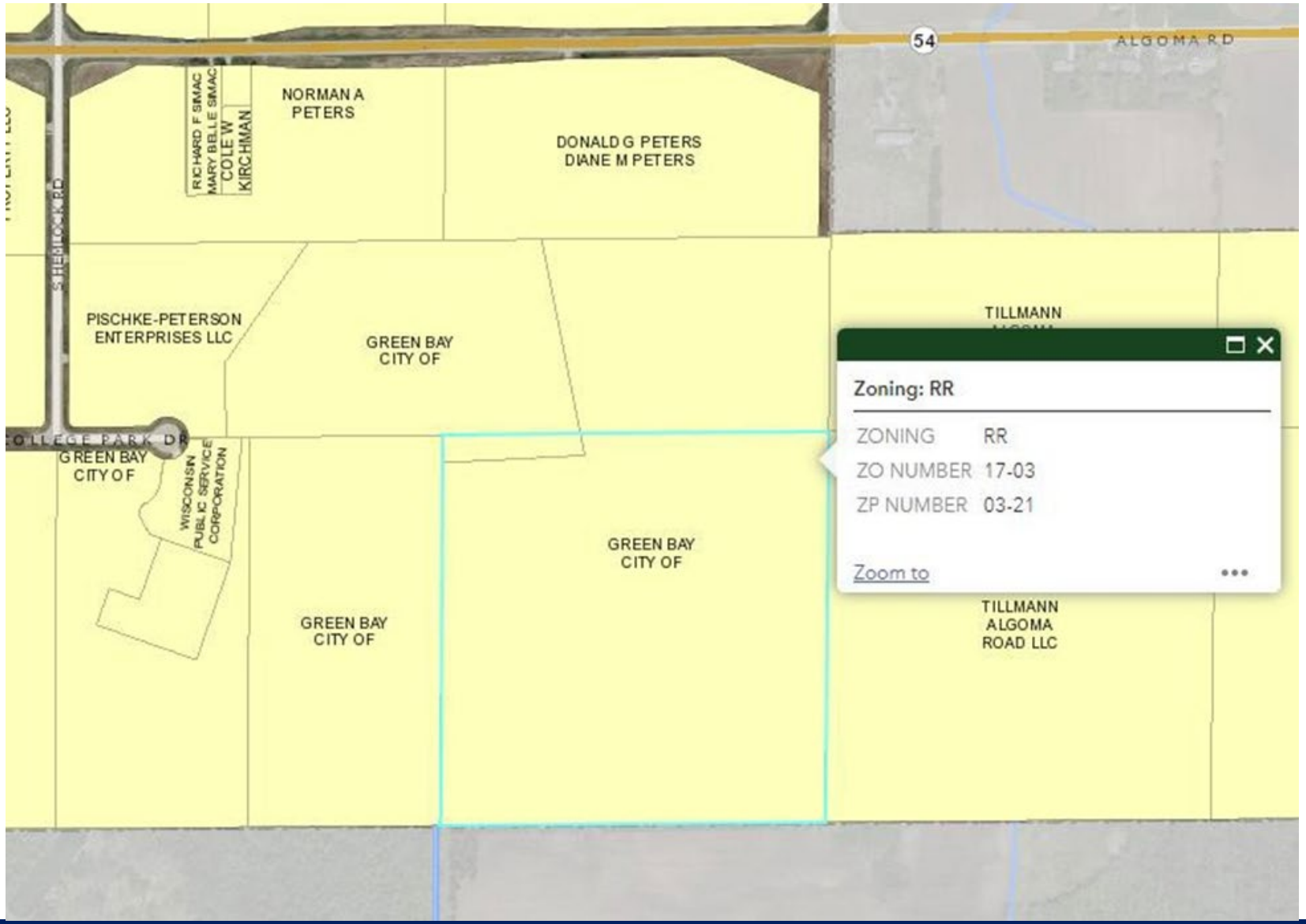
# Project Area - Topography





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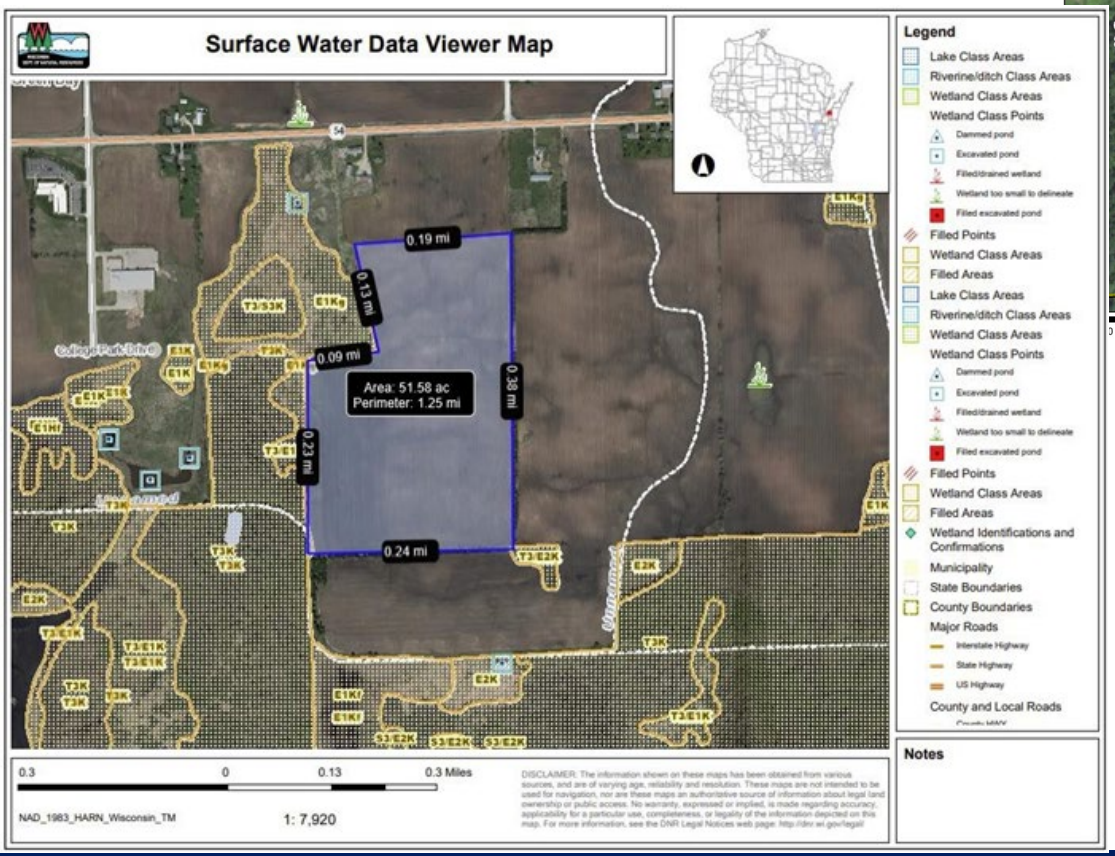
# Project Area - Zoning

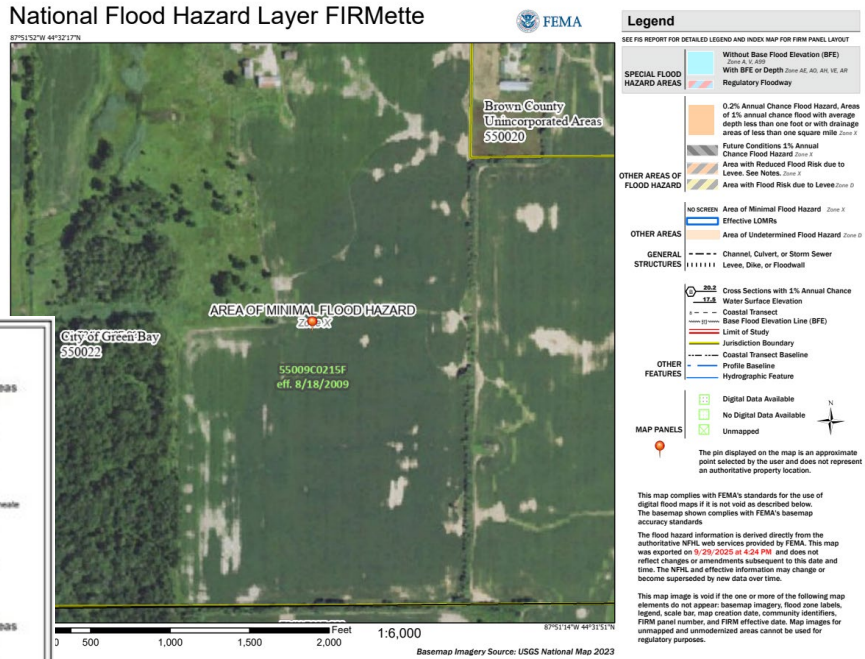




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# Project Area – Wetlands & Floodplains



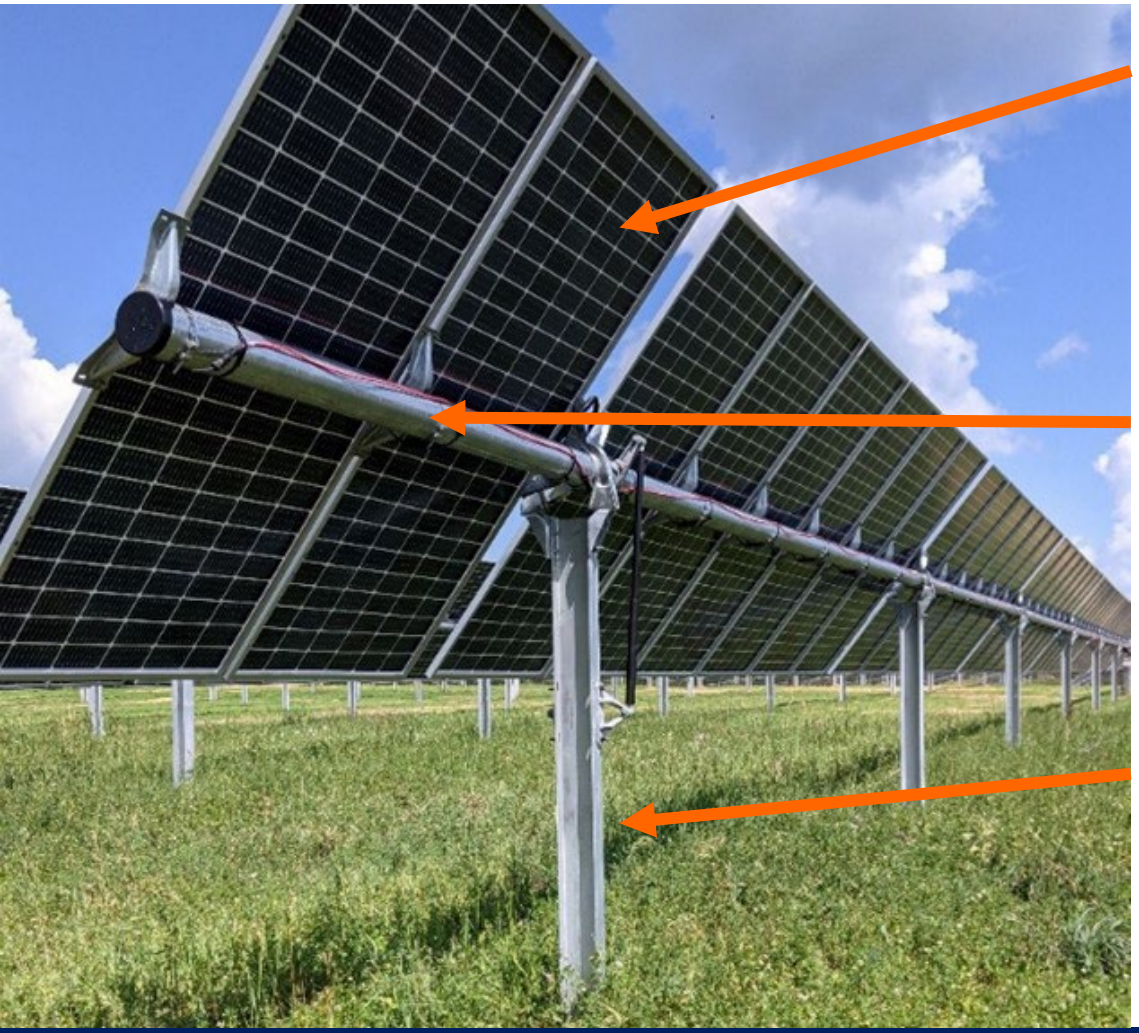



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PROJECT COMPONENTS

# Components of DG Solar Project

## Bifacial Panels, Single-Axis Trackers, and Steel Racking



### Solar Photovoltaic Module

- Bifacial, monocrystalline, photovoltaic
- Panels absorb sunlight from both sides
- Size: approximately 90” x 45”
- Height at maximum tilt: about 8-10’
- Height when horizontal: about 6-6.5’

### Single-Axis Tracker

- Steel torque tube mounted on piles/racking
- Rows run north to south
- Central pivot axis – track sun east to west
- Height: about 6’ depending on topography

### Steel Piles/Racking

- I-beams driven directly into soil
- Support structure for array
- Depth: 8-12’ depending on soil/bedrock
- Height: about 5’ depending on topography


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# Components of DG Solar Project

Inverters




Transformers




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# Components of DG Solar Project

## Agricultural-Style Perimeter Fence






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# Components of DG Solar Project



## Permanent Vegetation:

- Native Pollinator/Prairie Seed mix
- Habitat for pollinators, insects, birds, small wildlife
- Provides agricultural integration (beekeeping, crop pollination, etc.)

## Low Impact & Dual-Use:

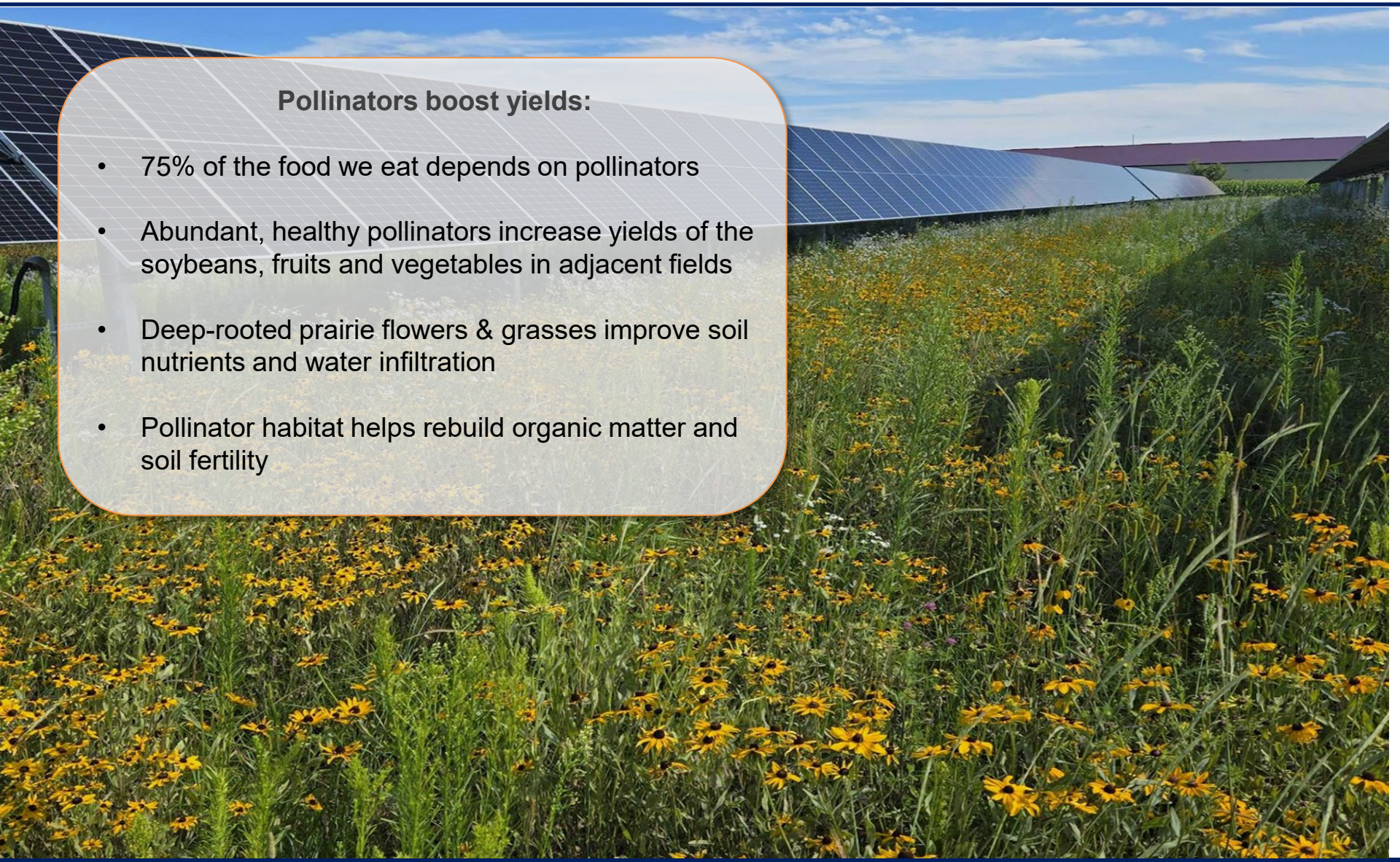
- Less grading, more steel
- Maintain existing topography and hydrology
- Easier to return to ag at end of life




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LAND STEWARDSHIP

# Pollinator Habitat



**Pollinators boost yields:**

- 75% of the food we eat depends on pollinators
- Abundant, healthy pollinators increase yields of the soybeans, fruits and vegetables in adjacent fields
- Deep-rooted prairie flowers & grasses improve soil nutrients and water infiltration
- Pollinator habitat helps rebuild organic matter and soil fertility


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# Pollinator Establishment













- Site will be planted with cover crop prior to construction
- Topsoil will be preserved throughout the site
- Permanent seed mix installed post-construction
- Mowing schedule: three times in Year 1, two times in subsequent years (usually late spring and late summer)


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# COMMUNITY BENEFITS



# Serving Local Population - Grid Stabilization & Energy Independence



## Grid Stabilization & Energy Independence

- Serving local distribution grid can help stabilize the grid
- Investing in generation capacity can help reduce or delay need for substation and other distribution system upgrades
- Reduces the need to transmit energy long distances and import fuel from out-of-state, decreasing costs


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# Serving Local Population – Creating Jobs



- **Creates jobs**
  - *Solar Installer* one of the fastest growing jobs in the US
  - OneEnergy supports solar workforce development with various partners




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# Serving Local Population – Education & Tours





- **Educational Opportunities**
  - Host tours of completed installations for local schools and community groups
  - Meeting with and present to classrooms




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# Serving local population – Panel Donation Program



10 kW installation at Mauston High School in Juneau County, WI

OneEnergy and our utility partners work with local schools to donate panels and a cash grant for a solar installation at a nearby school





5 kW installation at Lincoln Elementary School in Jackson County, WI

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# FREQUENTLY ASKED QUESTIONS

# Frequently Asked Questions-Impacts






| | |
|---|---|
| Glare | Results from several vantage points=No glare |
| Noise | Noise level at project fence 45dba (quiet library) or below during day, silent at night (EPA recommends below 55dba) |
| Wildlife | No critical habitat or species impacted |
| Odor | No odor generated |
| Traffic | *Post Construction: ~1-2 trucks/month*<br>*During Construction:* ~30 delivery trucks total; ~100 dump trucks with gravel to build access road |
| Other Permits | Stormwater/Erosion, NEC/NESC compliance |




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# Frequently Asked Questions-Rooftops

- Produce approximately 40% less energy per panel
- Cost of installing roof-mounted systems is generally about 50% more expensive per panel

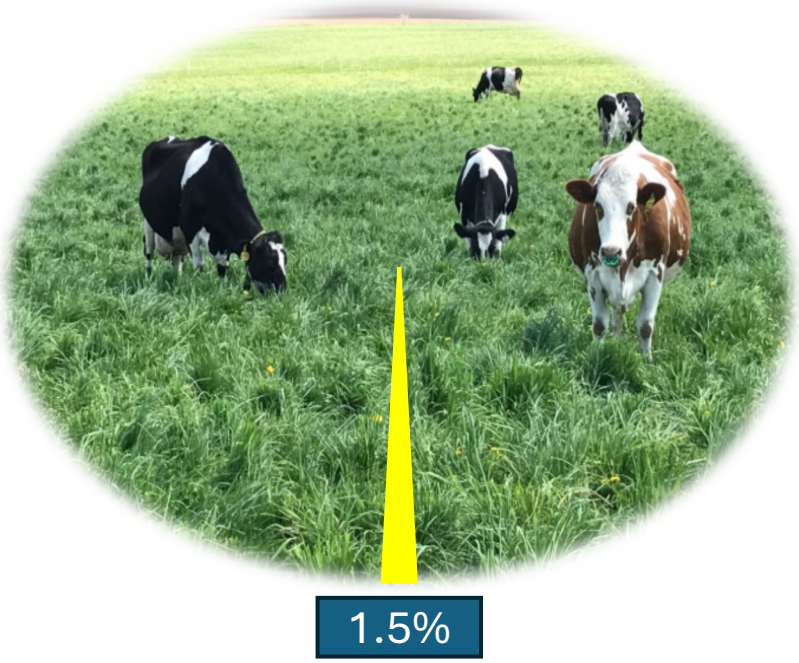





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# Frequently Asked Questions-Use of Farmland

- Farmers already contribute to the energy independence of our country
- Highly efficient single axis tracking solar with bifacial panels generates 100x more energy per acre than corn ethanol




- Using just 1.5% of current pasture and rangeland in US could produce enough energy to run half of our economy by 2050, most of which could continue to provide forage


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# Frequently Asked Questions-Health & Safety









- Safe for people, livestock and wildlife
- Panels used do not leach any chemicals
- Do not create heat zones, radiation, or cause storms
- Do not cause stray voltage


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# Frequently Asked Questions-Property Values

We have projects located in both rural and more urban areas with nearby neighbors with no reports of decreased property values on transactions post construction.





Research across the country is mixed

- Projects smaller than 20MW have a more positive impact on nearby property values than projects larger than 20MW

- Chisago County, MN Assessor, in 2018 report to County Board on sales near both large and small solar projects: “…no adverse impact on surrounding property values.”


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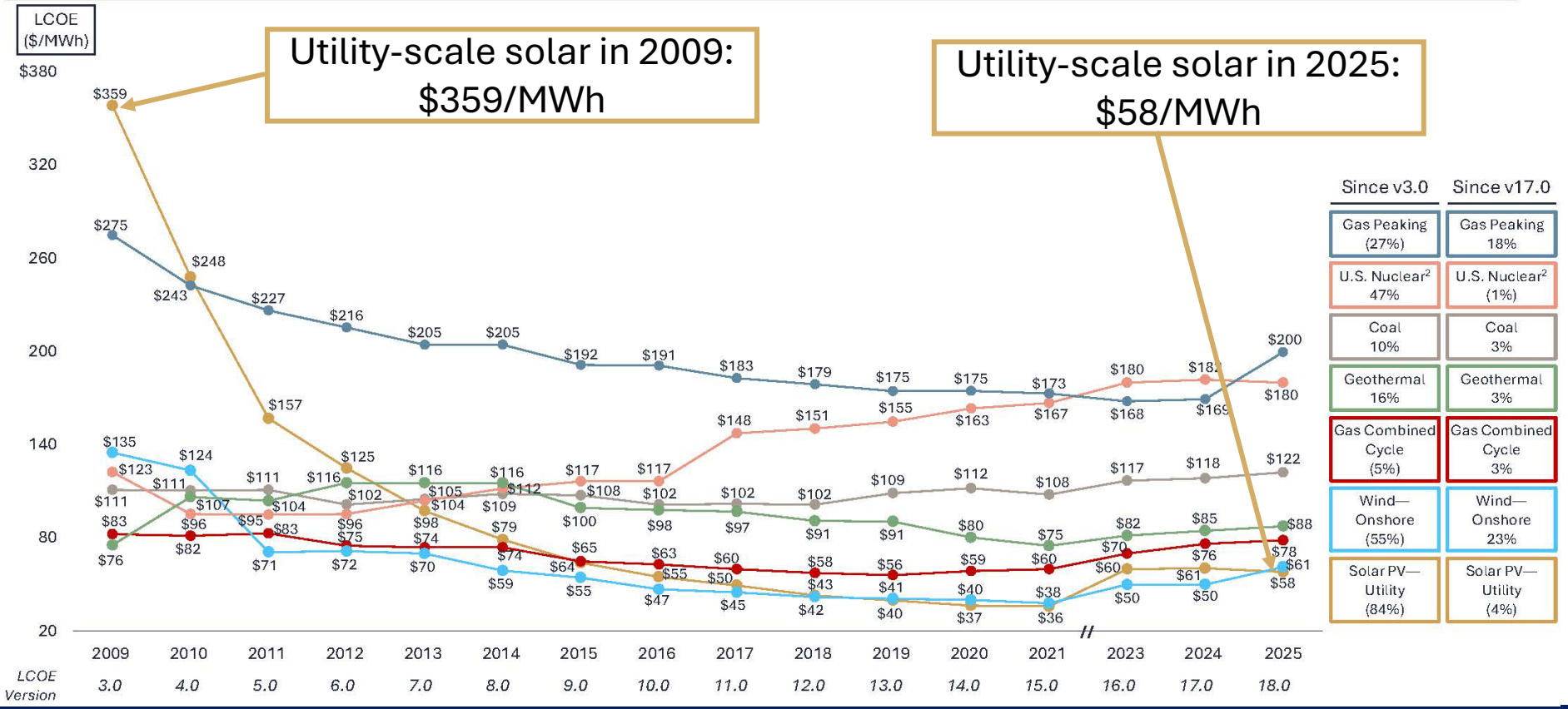
# Frequently Asked Questions-Project Costs

- Utility Solar is the lowest *unsubsidized* cost of new energy on the grid
- 75% of new energy added to US grid in 2025 so far is solar

## Levelized Cost of Energy Comparison—Historical LCOE Comparison

Lazard's LCOE analysis indicates significant historical cost declines for utility-scale renewable energy generation technologies, which has begun to level out and even slightly increase in recent years

Selected Historical Average LCOE Values[1]






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# Frequently Asked Questions-Removal

- Lease requires Project Owner to remove within 1 year of the project no longer producing power
- Decommissioning Plan - all components to be removed from site
- Project owner responsible for decommissioning
  - Neither landowner nor permitting authorities responsible for removal
- OneEnergy works with reputable recyclers to recycle panels and other components:
  - The Retrofit Company and Ontility (R2v3-certified electronics recycler)
  - ~98% of panel material can be recovered as glass and aluminum
  - Steel racking, copper wire, transformers retain significant salvage value throughout life of system






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# Links, Contact Information, Q&A



**Nolan Stumpf & Eric Udelhofen**
Project Development / Management

nolan.stumpf@oneenergyrenewables.com
eric@oneenergyrenewables.com

**Links & Additional Information:**

oneenergyrenewables.com/land-stewardship

oneenergyrenewables.com/our-approach

oneenergyrenewables.com/team

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Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.7

To receive and place on file the inspection invoice appeal by Thea Robinson.

## BACKGROUND

This appeal from Thea Robinson was received on 10/29/25.

The orders on the property at 1110 Shea are still pending, continuing to incur fees.

Case #136528, pending since 6/13/2024.

## RECOMMENDATION

Refer to Zoning Board of Appeals.

## FISCAL IMPACT

## ATTACHMENTS

None

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.8

To approve the refund of 2023 property taxes from a tax assessment appeal to Georgia Pacific for property at 1919 S Broadway for a total amount of $68,431.75.

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

## BACKGROUND

The Wisconsin Department of Revenue (WDOR) Property signed the attached settlement agreement between them and Georgia Pacific Consumer Products.

Tax Refund request and chargeback process – Georgia Pacific had until 11/1/2025 to request a refund based on the settlement agreement.

Refund requested by Reinhart on behalf of Georgia Pacific 10/30/2025 for Parcel 1-1407 - 1919 S Broadway = $68,431.75

The city has until 1/31/2026 to make the full payment of $68,431.75 to Georgia-Pacific using fund balance.

The city needs to file PC-201 with the WDOR by Oct 1, 2026, to make chargeback determinations and the following taxing jurisdictions need to pay the city by Feb 15, 2027, their share.

Taxing jurisdiction breakdowns — The WDOR determines the final values:

| City | School | County | NWTC | Total |
|---|---|---|---|---|
| 27,472.81 | 32,885.50 | 11,708.78 | 2,390.89 | 68,431.75 |

For reference, in 2024, the 2016-2022 property taxes from a tax assessment appeal to Georgia Pacific for properties at 1919 S Broadway and 500 Day Street were approved to be refunded at $897,273.09. The city's portion was $490,117.05.

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. 2025.10.30 Somers to Green Bay re Refund

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Facsimile: 414.298.8097
reinhartlaw.com

October 30, 2025

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

FILED BY E-MAIL (CLERK@GREENBAYWI.GOV)
(ADDITIONAL COURTESY COPY BY COURIER)

Celestine Jeffreys, Clerk
City of Green Bay
100 North Jefferson Street
Room 106
Green Bay, WI 54301

Dear Clerk:

Re: State Identification No. 81-05-231-R-000010022

Now comes Claimant, Georgia-Pacific Consumer Products LP ("Claimant"), owner of the real property identified as State Identification Number 81-05-231-R-000010022 (the "Broadway Property") in Green Bay, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Refund pursuant to Wis. Stat. § 70.511 against the City of Green Bay (the "City"). You hereby are directed to serve any notice concerning this Claim on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 70.511, for a refund of excessive real estate taxes imposed on Claimant by the City for the tax year 2023 with respect to the Broadway Property.

2. At all times relevant, Claimant was the owner of the Broadway Property and was responsible for the payment of property taxes and the prosecution of property tax disputes involving the Broadway Property and is authorized to file and receive payment on this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located 100 North Jefferson Street, in the City.

4. The Broadway Property is located within the City at 1919 S. Broadway.

5. Claimant was assessed for the Broadway Property for tax year 2023 by the Wisconsin Department of Revenue ("DOR").

6. For 2023, property tax was imposed on property in the City at the rate of $19.338652 per $1,000 of the assessed value for property.

7. For 2023, DOR set the Full Value Assessment of the Broadway Property at $66,345,500 (a/k/a Estimated Fair Market Value) which translated to an Equated Assessment (a/k/a as the Assessed Value) of $58,960,200.

8. Based on the values listed in paragraph 7 of this Claim, the City imposed taxes on the Broadway Property for 2023 in the amount of $1,140,136.44.

9. Claimant timely paid the property taxes imposed by the City on the Broadway Property for 2023, or the required installments thereof.

10. Pursuant to a Settlement Agreement dated June 5, 2025 (copy attached), DOR reduced the Full Value Assessment (a/k/a Estimated Fair Market Value) of the Broadway Property to $62,363,600 for 2023 which translates to an Equated Assessment (a/k/a as the Assessed Value) of $55,421,600 for 2023.

11. Based on the above tax rate and the reduced assessment for 2023, the taxes that should have been levied against the Broadway Property were $1,071,704.69.

12. Claimant is entitled, therefore, to a refund in the amount of $68,431.75 for 2023 for the Broadway Property.

13. The City shall issue a refund in the amount $68,431.75 payable to Georgia-Pacific Consumer Products LP and remit to Reinhart Boerner Van Deuren s.c. the Agent for the Claimant at 1000 N. Water Street, Suite 1700, Milwaukee, Wisconsin 53202.

Dated at Milwaukee, Wisconsin, this 30th day of October, 2025.

Thank you.

Yours very truly,

Kristina E. Somers

# SETTLEMENT AGREEMENT BY AND BETWEEN GEORGIA PACIFIC CONSUMER PRODUCTS LP AND THE WISCONSIN DEPARTMENT OF REVENUE

Georgia Pacific Consumer Products LP (hereinafter "Georgia Pacific") and the Wisconsin Department of Revenue ("Department"), by their undersigned representatives, hereby enter into this Agreement in settlement of the Wisconsin real property tax assessments for the taxable periods identified herein, for the properties located at 1919 S. Broadway, Green Bay, Wisconsin ("Broadway Property"), and 500 Day Street, Green Bay, Wisconsin ("Day Street Property"), effective as of the last date executed by all of the parties.

WHEREAS Georgia Pacific, as owner of the real property identified herein, together with the Department, desire to conclusively and finally resolve the issues being contested in Wisconsin Tax Appeals Commission Docket Nos. 24-MR-133, and 24-MR-134 regarding Georgia Pacific's Wisconsin real property tax assessments for the 2023 assessment period.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Georgia Pacific and the Department hereby agree that:

1. The Department hereby modifies the full value assessment of Georgia Pacific's Broadway Property as follows:

| Assessment Year | Docket No. | Modified Full Value Assessment |
|---|---|---|
| 2023 | 24-MR-134 | $62,363,600 |

2. The full value assessment of Georgia Pacific's Day Street Property for 2023 is not modified and will remain as follows:

| Assessment Year | Docket No. | Full Value Assessment (unchanged) |
|---|---|---|
| 2023 | 24-MR-133 | $14,635,400 |

3. The parties shall file a Stipulation and Order for Dismissal with the Wisconsin Tax Appeals Commission ("Commission") requesting that the Commission dismiss the Petitions for

Review with prejudice and without costs. The partles further agree that this Settlement Agreement will not be filed with the Stipulation or be made part of the official record of the Wisconsin Tax Appeals Commission's case files

4. Georgia Pacific waives the right to any interest that may be due under sec. 70.511(2)(b), Wis. Stats.

5. Georgia Pacific and the Department waive fees and costs and attorney's fees.

6. Georgia Pacific and the Department, by their signatures below, affirm that they have read and understand all the provisions of this Settlement Agreement and agree to comply with all terms herein. They represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Settlement Agreement.

GEORGIA PACIFIC CONSUMER PRODUCTS LP

By: _____ 6/5/25
Name: Carey R. Scott Date
Position: Vice President - Taxes

Kristina E. Somers 6/5/25
Kristina E. Somers Date
Petitioner's Attorney

WISCONSIN DEPARTMENT OF REVENUE

_____ 4/29/2025
Zachary I. McClelland, Director Date
Manufacturing & Utility Bureau

_____ 4/30/2025
Nicole I. Pellerin Date
Respondent's Attorney

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.9

To approve the creation of Section 1-13 Relating to Non-Issuance of License or Permit.

## BACKGROUND

This ordinance only comes into play when a license or permit has been granted. Before issuing the approved license or permit, staff should review either the property or the person (depending on the type of license or permit sought, e.g. property check for liquor license, and person check for operator license) to determine that there are no outstanding city property taxes, assessments, or special charges.

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Draft G.O. 39-25 Relating to Non-Issuance of License or Permit

**GENERAL ORDINANCE NO. 39-25**

**AN ORDINANCE**
**CREATING SECTION 1-13,**
**GREEN BAY MUNICIPAL CODE,**
**RELATING TO NON-ISSUANCE OF CITY LICENSES AND PERMITS**

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

**SECTION 1.** Section 1-13, Green Bay Municipal Code, is hereby created to read:

**Sec. 1-13 Non-issuance of city licenses and permits.**

(a) Unless otherwise specifically provided within this municipal code, licenses and permits required for carrying on of a trade or business within the City may be granted or renewed but shall not be issued to:
    (1) Premises. For any premises for which municipal taxes, assessments, or special charges are delinquent and unpaid.
        a. This subsection (1) shall not apply to prohibit the issuance of a license for any premises if:
            i. The unpaid municipal taxes, assessments or special charges were levied against the premises; and
            ii. The license or permit is necessary for the conduct of business on the premises by a lessee of the premises; and
            iii. The licensee or permittee and owner have no immediate or extended family, business, or financial relationship with one another other than as landlord and tenant.
    (2) Persons. To any person who is delinquent in the payment of municipal taxes, assessments or special charges related to the business or property for which the license or permit is sought.

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

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

Dated at Green Bay, Wisconsin, this _____day of _____, 2026.

APPROVED:

_____
Eric Genrich, Mayor

law
1/20/2026

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.10

To approve the Associated Trust Company, N.A. corporate resolution authorization to enter into an Institutional Custody Agreement on behalf of the City of Green Bay.

## BACKGROUND

The City of Green Bay's finance office was contacted by the Fiduciary Officer at Associated Bank to update the Corporate Resolution with the current employees that states who can sign on behalf of the City of Green Bay for the KI Center Bonds.

This is a compliance request from Associated Bank and has been approved by the City Attorney.

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Corporate Resolution authorized signers - Associated Bank

CORPORATE RESOLUTION

BE IT RESOLVED THAT Diana Ellenbecker, a Finance Director and Linda Chosa, an Assistant Finance Director/Treasurer of City of Green Bay, is authorized to enter into an Institutional Custody Agreement between City of Green Bay and Associated Trust Company, N.A., and is further authorized to identify, from time to time, those representatives of the above-named organization who are authorized to give directions and otherwise transact business with Associated Trust Company, N.A.

BE IT FURTHER RESOLVED THAT Diana Ellenbecker, a Finance Director and Linda Chosa, an Assistant Finance Director/Treasurer of City of Green Bay, is hereby authorized to sell, assign, and endorse for transfer certificates representing stocks, bonds, or other securities now or hereafter registered in the name of City of Green Bay, and is further authorized to give such directions as may be necessary for the transfer of assets from brokerage accounts or any other deposit accounts in the name of the above-named organization to Associated Trust Company, N.A.

I, Eric Genrich, an officer of City of Green Bay, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Green Bay Common Council of said organization at a meeting held on December 16, 2025, at which a quorum was present and voting, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the organization's articles, bylaws, or any other document under which the organization is operating.

Dated:

(SEAL)

_____

Name and Title of Officer

*(Signatory must be someone other than the officer authorized to enter into the agreement with Associated Trust Company, N.A.)*

Subscribed and sworn to before me this
_____day of _____, 20__.

_____

Notary Public
State of _____
My Commission: _____

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.11

To approve the 2025 budget amendment resolution for unbudgeted overtime for special events.

## BACKGROUND

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Combined Resolution for 12.9.25 Finance Meeting

# RESOLUTION AUTHORIZING
# BUDGET AMENDMENT

## December 16, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 9, 2025, the following 2025 amendment of funds is hereby authorized:

| | ACCOUNT | | AMOUNT |
|---|---|---|---|
| Increase: | 101300 50501 | Police-Overtime | $61,644.40 |
| Increase: | 101300 46223 | Police Overtime Reimbursement | $61,644.40 |

***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, Walk to End Alzheimer's, Notre Dame Football, Farmer's Markets, Cnesses Temple Security, Virtue Walk, Mauthe Speaking Event, WI Badger Football Game K-9 Assist, Jubilee Day of Encounter Event, Hot Cider Hustle, Tony Weid Press Conference, Rummeles 75th Anniversary Event, Bellin Half Marathon and the Pop Up Pride Event.*

| | | | |
|---|---|---|---|
| Increase: | 101400 50501 | Fire-Overtime | $5,526.86 |
| Increase: | 101400 46223 | Fire Overtime Reimbursement | $5,526.86 |

***This budget amendment is for 2025 unbudgeted overtime for staffing at the Brown County Fire Investigation Task Force, UWGB Soccer, UWGB Festival and the Hot Cider Hustle.*

| | | | |
|---|---|---|---|
| Increase: | 101400 50501 | Fire-Overtime | $17,820.00 |
| Increase: | 101400 43611 | Fire-State Overtime Reimbursement | $17,820.00 |

***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

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # S.12

*Informational:* Report of the Claims Committee.

## BACKGROUND

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Claims Committee Rpt November

Report to the
# Parks Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Dan Ditscheit, Parks Director |

## AGENDA ITEM # T.1

To approve accepting a $1,000 Green Gifts grant from Cellcom to support the Green Bay Conservation Corps free native plant kit giveaway program.

## BACKGROUND

At the November 19, 2025 Parks Committee meeting you approved accepting a $3,850 grant from the C.D. Besadny Conservation Fund / Natural Resources Foundation to provide a free native plant giveaway to 200 residents. This funding for this grant will be used to improve and expand its greenhouse operations with additional materials such as soil, seed, trays, and a hoop house for expanded space to accommodate this program.

Celcom just awarded $1,000 to the City of Green Bay through their Green Gifts grant program to also support this initiative. If this grant award is approved, the funding will be used specifically to purchase yard signs to promote this program.

## RECOMMENDATION

To approve

## FISCAL IMPACT

There is no cost to the City if this grant award is approved. The total cost for the purchase of all materials associated with this program is $4,850.

$3,850 - C.D. Besadny Conservation Fund / Natural Resources Foundation grant (Already approved)
$1,000 - Cellcom Green Gifts grant (Approval under consideration)

## ATTACHMENTS

1. Cellcom Grant Notification
2. Cellcom Grant Application 2025
3. Cellcom Grant Tracking Form

**From:** Skifton, Nathan <Nathan.Skifton@cellcom.com>
**Sent:** Monday, December 1, 2025 2:44 PM
**To:** Maria Otto <Maria.Otto@greenbaywi.gov>
**Subject:** [EXTERNAL] Congratulations! You're a 2025 Green Gifts Recipient!

**Caution:** This email originated from a sender outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Maria,

On behalf of the entire team at Cellcom, we are thrilled to inform you that your organization, City of Green Bay – Conservation Corps, has been selected as a recipient of a 2025 Green Gifts grant!

We received a record number of applications this year from incredible organizations dedicated to environmental stewardship. Your project stood out for its innovative approach and potential to make a significant, positive impact on our community's sustainability.

Congratulations!

We are proud to support your work with a grant in the amount of $1000.

Your commitment to protecting our environment is inspiring, and we are excited to see your project come to life. The work you do is essential for building a healthier, more sustainable future for everyone in Wisconsin and the Upper Peninsula of Michigan.

Thank you for your thoughtful application and for the vital work your organization does every day.

In order to create a check, we will need a copy of your current W9. We have attached a blank form for reference.

If you have any questions on next steps, please reach out via email to nathan.skifton@cellcom.com

Sincerely,
The Cellcom Team

**Nathan Skifton | Marketing Specialist | Cellcom | 450 Security Blvd. Green Bay, WI 54313** | Email: **nathan.skifton@cellcom.com**
*Cellcom is an Nsight Company*

# Cellcom - Green Gifts Grant Application

| | |
|---|---|
| Organization* | City of Green Bay – Conservation Corps |
| Contact Name* | Maria Otto |
| Phone Number* | 920-604-9171 |
| Email Address* | maria.otto@greenbaywi.gov |
| Street Address* | 100 N Jefferson Street |
| City* | Green Bay |
| State* | WI |
| Zip* | 54301 |
| Tax ID Number (to verify non-profit status)* | FEIN # 39-6005458 |

---

**About Your Organization**

Brief History of Organization (50 words or less)*

With 2,658 acres in the City of Green Bay Parks, the City created an AmeriCorps program to bring more conservation efforts to Green Bay. Conservation Corps crews are responsible for improving trail systems throughout Green Bay, invigorating pollinator habitats with new native plantings, and improving native habitats with restoration practices.

---

**About Your Green Initiative or Project**

Overview, goals, timeline, and project activities:

The Green Bay Conservation Corps has been working to create the “Pollinator Corridor” throughout the City by establishing native plantings. At the same time, the Green Bay Sustainability Commission has been seeking an alternative program to “No Mow May” to better support pollinators in our area.

In the spring of 2026, the Conservation Corps will launch a free native plant kit giveaway for Green Bay residents to meet the goals of both groups. The program will distribute 200 free native plant kits, each containing 15 plants (sun/shade variations), grown by AmeriCorps members. These kits will include planting plans, maintenance guides, a yard sign, and educational materials.

Breakdown of projected costs for the project including requested amount:

We are requesting $1,000 to help partner with this free plant kit giveaway project.

The expected costs of the project include $400 for soil, $600 for pots, $250 for seeds, $200 for a hoophouse, $1,100 for greenhouse supplies and improvements, $300 for promotional and

educational packets, and $2,000 for yard signs to promote the program. We have secured $3,850 from the Natural Resource Foundation and are seeking funding for the remaining $1,000.

Describe the community need addressed by your program or project:

Native plants benefit the local wildlife, as well as improve water filtration and quality. Both are local needs of Green Bay. This program removes the financial barrier and educational gaps that may prevent Green Bay residents from benefiting from a native garden.

Describe any educational components of your program or project:

Each plant kit will have an educational packet. This packet will include how-to guides for preparing a planting site, how to plant, and how to maintain plantings. Additionally, they will include suggested plant designs, descriptions of each species, the benefits of native species, and resources for future projects. All educational documents will be made available for download on the Conservation Corps' website.

Plant kits will also come with a yard sign to promote the native plantings. These signs will have QR codes to the guides online. It is the intention that the yard signs will help spread awareness and educate neighbors about pollinators, native species, and water quality improvements.

Describe how the project will be evaluated:

Recipients of a kit will be asked to complete a follow-up survey assessing residents' knowledge gain, satisfaction with the kit, likelihood to maintain or expand native plantings, and photographic documentation of installed plantings. The number of residents who apply, receive kits, and report planting success will be tracked, mapped, and documented for future expansion.

Provide examples of past measurable impact of organization's environmental work:

The Green Bay Conservation Corps has installed over 50,000 native flower species in city parks. These plantings included a rain garden at Navarino Park that eliminated flooding in the park. Surveys of the installed plantings have also resulted in documenting the Federally Endangered Rusty Patched Bumblebee at 11 new sites within the City of Green Bay. This resulted in the Fish and Wildlife Service updating the Rusty Patched Bumblebee "high potential" zones for federal funding.

The Conservation Corps has also removed nearly 200 acres of invasive species, planted over 500 native trees and shrubs, hosted an annual average of 350 volunteers, and installed/maintained over 3 miles of public trails annually.

# GRANT TRACKING FORM

## PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

**APPLICANT DEPARTMENT:** PRF **DATE:** 12/01/2025

**APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE:** Maria Otto/Conservation Corps Coordinator

**APPROPRIATE COMMITTEE:** Finance/Parks

**NAME OF GRANT/FUNDING SOURCE:** Green Gifts / Cellcom

**AMOUNT OF GRANT REQUEST:** $1,000 **LOCAL MATCH REQUIREMENT:** $0

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

**TIMEFRAME OF GRANT:** 01/01/2026 through 06/30/2026

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

**PURPOSE OF GRANT (summary):** Fund the free native plant kit giveaway, specifically with the cost of yard signs.

**How does the grant meet City/Department needs?** Promotes GSI practices, the Planned Natural Landscape Ordinance, and pollinator habitat improvements.

**What are the personnel requirements (include both existing and new staff) of the grant?** Conservation Corps Coordinator required minimal time for the grant – submitting the application, completing reports, and ordering supplies.

**DEPARTMENT HEAD SIGNATURE:** _____

## PART #2: Request to Accept Grant Funds

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

**AMOUNT OF GRANT AWARD:** $1,000 **CFDA/STATE ID #:** _____

**LOCAL MATCH REQUIREMENT:** $0

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

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

**Please describe what the grant money will be spent on:** Promotional items and yard signs for plant kit giveaway.

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

*FC = Finance Committee*

Report to the
# Parks Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Dan Ditscheit, Parks Director |

## AGENDA ITEM # T.2

To approve hiring Water Technology, Inc. for $179,568 to complete the necessary engineering and construction documents for the Phase 1 improvements to the Joannes Aquatic Center.

## BACKGROUND

The Joannes Aquatic Center opened in 1996. It is nearing 30 years old and is in need of some major maintenance repairs in the next few years just to keep this facility open to the public. The Parks Department hired a consultant and created a masterplan/phasing plan for improvements to Joannes aquatic center. This plan was approved by the Parks Committee and City Council.

Planned Phase 1 improvements included mechanical equipment replacement, new pool gutters, concrete repair to the surge tank, re-plastring the entre pool basin and various upgrades to water play amenities within the pool basin footprint.

Staff sent out requests for proposals to 8 consultanting firms. Only 2 companies submitted a proposal. Staff is recommending to contract services with the low quote, Water Technology, Inc., for a total cost of $179,568. The selected consultant will be required to complete the necessary engineering and construction bid documents for the planned Phase 1 improvements.

## RECOMMENDATION

To approve.

## FISCAL IMPACT

The total cost to hire the consultant is $179,568.
The City bonded $200,000 in 2025 to hire this consultant.

The total estimated cost to construct the Phase 1 improvements is $2,250,000. The City approved bonding $1,125,000 in 2026 and committed to bonding $1,125,000 in 2027 to construct this project.

## ATTACHMENTS

1. Proposal Summary - Joannes Aquatic Center Phase 1
2. WTI Proposal_Joannes Aquatic Center

| CITY OF GREEN BAY, WISCONSIN | |
|---|---|
| **SUMMARY OF PROPOSALS FOR:** | |
| **ENGINEERING DESIGN SERVICES: JOANNES AQUATIC CENTER - PHASE I UPGRADES** | |
| **CONSULTANT** | **QUOTE** |
| Water Technology, Inc. | $ 179,568.00 |
| Burbach Aquaticcs, Inc. | $ 216,000.00 |
| | |
| Note: RFP was sent to eight (8) companies. Two (2) companies provided a quote, one (1) declined the RFP, and five (5) had no response. | |









# JOANNES AQUATIC CENTER

WTI PROPOSAL | 12.03.2025

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# PROPOSAL FOR ENGINEERING DESIGN SERVICES JOANNES AQUATIC CENTER - PHASE 1 UPGRADES

**City of Green Bay Department of Parks, Recreation and Forestry**
**Submission Date: December 3, 2025**

Dear Emma Browne,

Water Technology, Inc. (WTI) is pleased to submit the enclosed proposal in response to the City of Green Bay Department of Parks, Recreation, and Forestry's Request for Proposals for professional design services for the Joannes Aquatic Center – Phase I Upgrades. With the facility approaching three decades of successful operation, we recognize the importance of addressing essential repairs while positioning the Center for the next chapter of community use.

Our Team brings more than 40 years of dedicated aquatic design expertise, supported by licensed engineers, designers, and technical specialists who work daily within Wisconsin's regulatory environment. We maintain a deep working knowledge of codes, regulation, and permitting—along with strong relationships with state and local officials—ensuring that all design documents meet or exceed applicable standards and industry best practices. This experience, paired with a national portfolio of renovations, modernizations, and new-build aquatic environments, gives us a clear understanding of the complexities of restoring aging infrastructure while seamlessly integrating new features that improve safety, enhance guest experience, and support long-term operational efficiency.

The City's defined structure for Phase I—divided into Phase A and Phase B—is clear in its intent to ensure each component is independently bid-ready. Based on our experience and expertise with multi-phase aquatic improvements, WTI is proposing an approach that advances Phase A and Phase B concurrently. This method maximizes efficiencies for the City by:

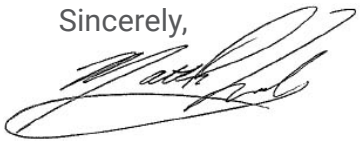
- Allowing coordinated design development that avoids duplication of work across two separate timelines;
- Ensuring constructability alignment between repairs and new features; and
- Producing a seamless bid package where Phase B elements can be cleanly carried as alternates, fully contingent upon funding.

Should the City prefer to maintain strict separation between phases, WTI has provided a clear delineation of deductive cost associated with removing Phase B components from the combined development effort. Please note that this deductive value differs from what it would cost to reintroduce Phase B after Phase A has been completed independently.

Per the outlined scope, WTI does not anticipate the need for subconsultants on this project. Should that change at any point, we will notify the City to fully disclose the role and scope of any added team members.

We are committed to delivering solutions that are technically sound, community-focused, financially responsible, and aligned with the City's long-term vision for Joannes Aquatic Center. WTI appreciates the opportunity to support Green Bay in revitalizing this well-loved facility, and we look forward to the opportunity to collaborate with your team on a successful and sustainable upgrade. If any questions or clarifications arise during your review, our team is readily available and happy to assist.

Sincerely,



Matt Freeby
Project Director
Water Technology, Inc.

WTI YOUR WORLD in WATER



# WTI TEAM



# WATER TECHNOLOGY, INC.

## FIRM OVERVIEW

The WTI team is a highly qualified group of individuals comprised of creative architects, landscape architects, engineers, designers, business developers and administrators, all with a passion for aquatics. Together, we combine our talents to develop original, aquatic facilities from concept to reality. In addition, WTI maintains solid relationships with other consultants and contractors and continues to set the standards in the aquatic industry across the United States and around the world.

## PHILOSOPHY

WTI's creative energy and passion embraces the philosophy that aquatic recreation completes communities and makes them a better place to live.







## COMPANY DETAILS

- Established in 1983
- Largest Aquatic Design Firm in North America, Staff of 70+
- Quality Control Implementation
- Collaborative Team Process
- International Portfolio
- Specialized Aquatic Professionals on Staff:
  - Executive Team (5)
  - Project Development (13)
  - Project Manager/Engineer (22)
  - Licensed Architect (4)
  - Project Designer (7)
  - Mechanical Designer/BIM (9)
  - Technical Designer (6)
  - Administrative (7)

## WTI ADVANTAGES

- Solution driven planning and philosophy
- Two-way sharing process between WTI and client
- Forward-looking designs that support dynamic community programs
- Revit / BIM Capabilities
- 150+ AQUATIC Projects Per Year
- Historical database of cost estimates and realistic timelines

## EXTENSIVE PORTFOLIO

- Waterparks
- Resort and Hotel Pools
- Competition Pools
- Faith Based Community Centers
- Water Playgrounds
- Public Facilities
- Therapy and Wellness Pools
- Schools and Universities


**HEADQUARTERS**
100 Park Avenue
Beaver Dam, WI 53916
T. 920.887.7375

**TEXAS**
6636 N Riverside Dr.
Ste. 500B
Fort Worth, TX 76137
T. 682.708.7007

**UK**
8 Jayes Park Courtyard
Ockley, Surrey RH5 5RR. UK
T. 682.708.7007



# MATT FREEBY, AIA, LEED AP, NCARB

## PROJECT DIRECTOR

Matthew Freeby brings extensive experience in designing and constructing various building types and structures. Responsible for large project development, he has managed projects ranging from $1 million to $100 million, from conceptual planning to construction management.

Matt is relied upon to define project scope, goals and deliverables that support WTI's business goals in collaboration with senior management. He helps to determine and assess need for additional staff and/or consultants and make the appropriate recruitments if necessary during project cycle. A registered Architect in 22 states and a NSPF Certified Pool/Spa Operator, Mr. Freeby is a LEED Accredited Professional with an advanced depth of knowledge in green building practices and sustainable aquatic design and operations. Matt's attention to detail and persistent pursuit of excellence provides the industry benchmark in aquatic design.

## EDUCATION

**Masters Degree | Architecture**
Washington University | St. Louis, Missouri

**Bachelor of Business Administration | Finance**
University of Wisconsin - Whitewater
Whitewater, WI

**Bachelor of Arts | Architecture**
Washington University | St. Louis, Missouri

## REGISTRATIONS

**AIA Architect:** AL, AR, CA, DE, FL, HI, IN, LA, MI, MN, MO, NE, NJ, NM, NV, NY, OK, RI, TN, UT, WA, WI

**LEED Accredited Professional**

NSPF Certified Pool / Spa Operator (CPO)

## PROFESSIONAL AFFILIATIONS

Themed Entertainment Association **(TEA)**
American Institute of Architects **(AIA)**
National Council of Architectural Registration Boards **(NCARB)**

## FEATURED PROJECTS

**Buchner Park Pool Conceptual Design**
*Waukesha, WI*

**Erb Park Swimming Pool**
*Appleton, WI*

**Richland Center Aquatic Center**
*Richland Center, WI*

**Baldwin Medical Center**
*Baldwin, WI*

**Port Superior Marina**
*Bayfield, WI*

**Chippewa Falls**
*Chippewa Falls, WI*

**VFW Park Design**
*De Pere, WI*

**Elm Grove Western Racquet Club Design**
*Elm Grove, WI*

**Leonard-Leota Park and West Side Park**
*Evansville, WI*

**Village Pointe Commons**
*Grafton, WI*

**Green Bay Colburn Pool**
*Green Bay, WI*

**The Tundra Lodge**
*Green Bay, WI*

**Water Feature**
*Lake Delton, WI*

**Christmas Mountain Village**
*Lake Delton, WI*

**Goeres Park Pool**
*Lodi, WI*

**Madison Goodman Pool Expansion Study**
*Madison, WI*

**Madison Metropolitan School District**
*Madison, WI*

**Soderholm Aquatic Center at UW-Madison**
*Madison, WI*

**Manitowoc Family Aquatic Center**
*Manitowoc, WI*

**Bay Area Medical Center**
*Marinett, WI*

**Bucks Arena**
*Milwaukee, WI*

**Columbia St. Mary's Hospital**
*Milwaukee, WI*

**Saint John's on the Lake**
**Active Independent Living Center**
*Milwaukee, WI*

**South Suburban YMCA**
*Milwaukee, WI*



# ADAM JANESZ

## PROJECT MANAGER

Adam joined WTI in 2023 with over six years of experience in project management and business development within the construction industry. Adam excels in leading diverse teams and managing numerous mid to large-scale projects. With a Bachelor's Degree in Construction Management, Adam enriches each project by providing unique insights into practical aspects of design decisions, risk mitigation, cost control, schedule management, and quality assurance. In addition, he is well-poised in identifying new business opportunities and cultivating strategic partnerships. Known for his strong communication skills and ability to build strong relationships with clients, stakeholders, and team members alike, Adam brings incredible value to each project team! He is an avid learner who is passionate and committed to remain at the forefront of emerging trends and best practices in the aquatic industry.

## EDUCATION

**Bachelor of Science | Construction Management, Construction Management Technology**
Eastern Michigan University | Ypsilanti, MI

## REGISTRATIONS

NSPF Certified Pool / Spa Operator (CPO)
Revit Certified Professional

## PROFESSIONAL AFFILIATIONS

Safety Trained Supervisor in Construction
(STSC Certification #STSC-20675)
OSHA 30 Hour (Certification #600341837)
National Association for Industrial and Office Parks (NAIOP)

## FEATURED PROJECTS

**Spencer Outdoor Aquatic Center**
*Spencer, IA*

**Byron High School**
*Byron, IL*

**South Elgin High School Natatorium Renovation**
*Elgin, IL*

**Glenview Park Splash Pad**
*Glenview, IL*

**Sand Park Pool Liner Replacement**
*Loves Park, IL*

**Greencastle YMCA**
*Greencastle, IN*

**Lowell High School**
*Lowell, IN*

**Adams Central High School Pool**
*Monroe, IN*

**Kennedy Park Outdoor Aquatic Center**
*South Bend, IN*

**Indiana University: Bradford Woods**
*Martinsville, IN*

**Wawasee Middle School**
*Syracuse, IN*

**Deming Park Pool**
*Terre Haute, IN*

**Battle Creek Waterworks Remodel Ramsey County**
*Maplewood, MN*

**Marshall Family Aquatic Center**
*Marshall, MN*

**Winona Municipal Pool Mechanical Renovation**
*Winona, MN*

**Gameday Bay**
*Canton, OH*

**Columbus Buckeye Swim Club**
*Columbus, OH*

**Hilliard Recreation and Wellness Center**
*Hilliard, OH*

**Sandusky Community Aquatic Center**
*Sandusky, OH*

**Ehrnfelt Recreation & Senior Center Evaluation**
*Strongsville, OH*

**Leonard-Leota Park & West Side Park**
*Evansville, WI*

**Kohler Spa Phase II**
*Kohler, WI*

**Riverbend Cold Plunge Evaluation**
*Kohler, WI*

**Erickson Pool Mechanical Renovation**
*La Crosse, WI*

**La Crosse Area YMCA**
*La Crosse, WI*

**Ridgewood on the River Renovation**
*Plover, WI*



# MIRANDA CHRISTIANSON

## DIRECTOR OF PRODUCTION

Miranda joined WTI in 2016 and has since played an integral role in driving both project and team success. With a solid background in Revit and AutoCAD and nearly two decades of hands-on experience in technical design, she has grown into a leadership role where her passion for precision and process truly shines.

As WTI's Director of Production, Miranda leads the Production Team with a focus on delivering high-quality, accurate construction documents and ensuring timely design deliverables. Known for her collaborative spirit, Miranda thrives on cross-functional teams, often acting as the bridge between Technical Design, Project Management, Mechanical Design, and the Design Team.

Miranda is engaged throughout the project lifecycle, with a strong presence from Schematic Design through Construction Documents. Her detail-oriented mindset drives an understanding of how all the pieces come together to form a cohesive whole—an approach that consistently results in clear, coordinated, and buildable documentation. Her expertise in Revit and 3D design software remains instrumental in maintaining WTI's technical standards. Under her leadership, she not only manages teams and resources but also mentors staff, fostering a robust team dynamic and commitment to quality. A natural problem-solver with an eye for both the big picture and the smallest detail, Miranda brings clarity, structure, and guidance to every project, making her an invaluable asset across all project teams.

## EDUCATION

**Associate of Applied Science | Architectural Commercial Design**
Northwood Technical College | Rice Lake, WI

## FEATURED PROJECTS

**Centennial High School**
*Champaign, IL*

**Magic Waters Waterpark**
*Cherry Valley, IL*

**Arndt Park Pool**
*Des Plaines, IL*

**Great Wolf Lodge**
*Gurnee, IL*

**Ultimate Swim**
*Oak Brook, IL*

**Riverside Swim Club**
*Riverside, IL*

**Rock Island YWCA**
*Rock Island, IL*

**Romeoville Aquatic Center**
*Romeoville, IL*

**New Trier High School**
*Winnetka, IL*

**Stonewater Aquatic Center**
*Wonder Lake, IL*

**JLA Hotel Pool**
*Detroit, MI*

**Kalamazoo College Natatorium Renovation**
*Kalamazoo, MI*

**Grand Hotel**
*Mackinac Island, MI*

**The Saginaw Chippewa Indian Tribe Community Center**
*Mount Pleasant, MI*

**Moores Park Pool**
*Lansing, MI*

**Wayland Union School Competition Pool**
*Wayland, MI*

**Bamboo Bay**
*Shoreview, MN*

**VFW Park Design**
*De Pere, WI*

**Evansville Aquatic Center at Larson Acres Park**
*Evansville, WI*

**Colburn Pool**
*Green Bay, WI*

**West Side YMCA Renovation**
*Green Bay, WI*

**Hartford Union High School**
*Hartford, WI*

**Kohler Spa Phase II**
*Kohler, WI*

**Soderholm Family Aquatic Center at the Nicholas Recreation Center, University of Wisconsin - Madison**
*Madison, WI*

**Bucks Arena**
*Milwaukee, WI*

**Wisconsin Rapids Regional Aquatic Center**
*Wisconsin Rapids, WI*

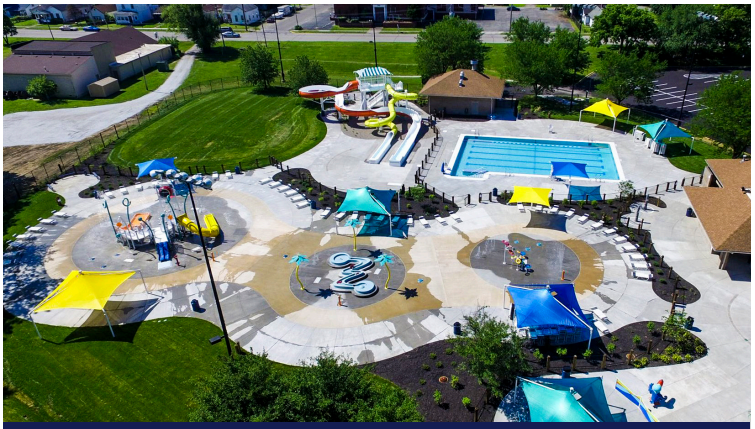
# PROJECT OWNER REFERENCES



**WISCONSIN RAPIDS REGIONAL AQUATIC CENTER**
**Joseph M. Terry, P.E., Director of Public Works, City of WI Rapids**
715.421.8255 | jterry@wirapids.org



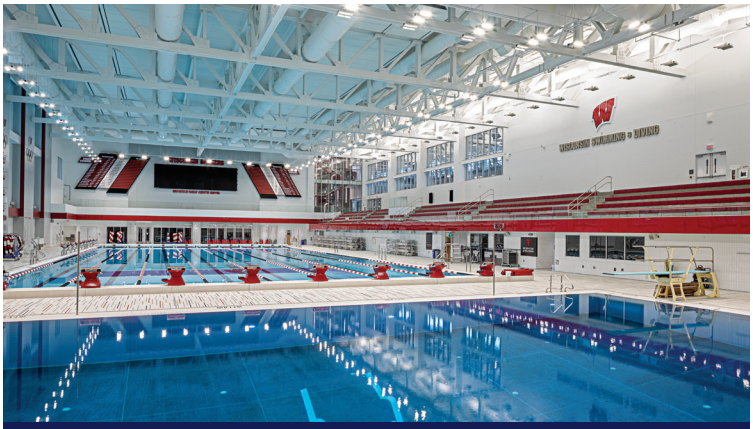
**MAYFIELD HEIGHTS COMMUNITY & AQUATICS CENTER**
**Sean Ward, Director of Recreation, City of Mayfield Heights**
440.442.2626 ext. 400 | seanward@mayfieldheightsohio.gov



**CLARKSVILLE COVE AQUATIC CENTER RENOVATION**
**Brian Kaluzny, Superintendent, Clarksville Park**
812.283.5313 | bkaluzny@clarksvilleparks.com



**EVANSVILLE AQUATIC CENTER**
**Jason Sergeant, City Administrator, City of Evansville**
608.882.2285 | j.sergeant@evansvillewi.gov



**NICHOLAS RECREATION CENTER**
**Zane Hugo, Aquatics Director, University of Wisconsin**
608.265.6222 | zane.hugo@wisc.edu




**FMC NATATORIUM**
**Mary Ann Kaufman, Owner & Founder, FMC**
630.537.1188 | fmcaquaticopportunities@gmail.com

# RELEVANT EXPERIENCE









# EVANSVILLE AQUATIC CENTER

## EVANSVILLE, WISCONSIN

The City of Evansville exemplified its commitment to enhancing the community's quality of life in revitalizing two key recreational spaces—Larson Acres Park and Leonard-Leota Park. The Evansville Aquatic Center replaces the aging municipal pool, and is now relocated to a 24-acre site, formerly West Side Park, now known as Larson Acres Park. Named in honor of Don and Virginia Larson, local community members whose family farmed the land for decades and played a pivotal role in supporting park improvement projects. The vibrant aquatic center quickly became a cherished Evansville centerpiece.

Opened the same summer, at Leonard-Leota Park, a state-of-the-art Spray Pad also serves the Evansville Community. WTI worked alongside the prime architect, who led the master planning and design for this dual park upgrade. WTI provided aquatic planning, design, and engineering services for both the Aquatic Center and Spray Pad.

The Evansville Aquatic Center features one multi-purpose body of water, providing aquatic recreation, play, competition, and leisure. The zero-depth-entry splash and play area invites and promotes play for little ones and their parents or guardians. Deeper water connects this play area to the circular activity pool; basketball hoops anchor this space, and guests may find themselves competing here for hours. Open water provides endless opportunities for recreational play. The current channel offers aerobic programming opportunities such as resistance walking, as well as provides a space for guests looking to relax and leisurely float. The six-lane, 25-yard competition pool is ideal for lap swimming, swim practice, and meets. In addition to diving blocks, an aquatic climbing wall is also located in this space. Completing the aquatic offering is a waterslide tower, featuring two body slides terminating into runouts.

## AQUATIC AMENITIES

8,917 SF Lifestyle Pool
180 LF Current Channel
Zero-Depth Entry
Play Structure, Water Table
Aquatic Climbing Wall
Basketball Hoops

Water Slide Complex

6-Lane, 25-Yard Competition Pool
Starting Blocks

## PROJECT DETAILS

### OWNER
City of Evansville
31 S Madison St.
P.O. Box 529
Evansville, WI 53536

### COMPLETED
2024

### AWARDS / FEATURES
Aquatic Design Portfolio
Athletic Business, 2025

### WEBSITE
evansvillewi.gov







# VFW AQUATIC CENTER

## DE PERE, WISCONSIN

After several years, the original VFW pool in DePere suffered from extensive amounts of damage and the City of DePere began searching for funds for a new aquatic center. The city received an abundance of support. “The referendum passed overwhelmingly, so we are here for the community wants. We’re here for the quality of life. The community said this is a need for us” says Marty Kosobucki, Director of Parks, Recreation, and Forestry. Plans for the new aquatic center had been in the works for 5-years before coming to full fruition.

WTI was hired alongside the architect of record to assess the existing aquatic facility and incorporate feedback into the design from key stakeholders which was gathered through public meetings and interviews. Several renderings and budgets were prepared and presented before the City approved the final rendering and budget.

Groundbreaking for the $7.14 Million aquatic facility took place in July of 2020. Despite the COVID-19 Pandemic, the project stayed on track with little to no delays. By June of 2021, the final touches were being put in place and the aquatic center opened to the public on Saturday, June 12th, just in time for some summer fun.

The 5,300 SF VFW Pool is the perfect beat-the-heat summer destination. It is equipped with a lap pool, a zero-depth entry leisure pool, diving boards, climbing wall, basketball hoop, water walk, drop slides, and a tot area for the little ones. In addition, it features a 6,150 SF bathhouse with bathrooms and changing rooms, office and guard spaces, first aid, entry lobby, meeting rooms, and concessions. There is truly something for everyone to enjoy at this family-friendly aquatic destination located on the west side of the city.

## AQUATIC AMENITIES

5,300 SF Lifestyle Pool
6 lanes, 25-Meter
Diving Boards
Activity Zone
Water Walk
Drop Slide
Water Basketball
Climbing Wall

1,800 SF Wading Pool
Zero Depth Entry
Play Structure
Interactive Water Features

Body Slides with Runouts

## PROJECT DETAILS

### OWNER
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

### COMPLETED
2021

### AWARDS / FEATURES
Outstanding Facility
Design & Renovation
Wisconsin Park and
Recreation Association, 2021

### WEBSITE
deperewi.gov







# WISCONSIN RAPIDS REGIONAL AQUATICS CENTER

## WISCONSIN RAPIDS, WISCONSIN

After years of public discussion and engagement, the City of Wisconsin Rapids decided to improve the Witter Field Park with the addition of a water park. Community feedback indicated a strong desire for having aquatics that serve both a multigenerational community and tourists who visit Wisconsin Rapids. The $12 Million project has been funded through a mix of public funds, matching grants, private donations, and corporate contributions.

Water Technology, Inc. (WTI) was hired to provide aquatic planning, design, and engineering services for the future Wisconsin Rapids Regional Aquatic Center. Because of uncertainties in final funding totals, WTI developed multiple designs to accommodate various funding levels without compromising key amenities and features.

Two principals guided the aquatic design: to appeal to the multigenerational families of Wisconsin Rapids and to become a regional attraction. WTI designed three separate aquatic spaces to meet the diverse community needs. The first space is designed for those with small children who will enjoy the 2553 SF zero-depth entry tot pool which has geysers, interactive play features, a tot slide, and toddler-sized lazy river. The second space features an enormous 7,667 SF leisure pool, with an activity area, a lazy river with action channel, and a three-story waterslide that terminates into a refreshing plunge area. The final space is designed for fun exercise opportunities for the whole family, including a climbing wall, a diving board, and a three lane Wibit obstacle course that is fun for the whole family.

The Wisconsin Rapids Regional Aquatic Center opened its doors on July 6, 2020 to a great reception from the local community.

## AQUATIC AMENITIES

7667 SF Leisure Pool
Activity Pool 2333 SF
1M Diving Board
Climbing Wall
Wibit Course
Water Basketball
Body Slide

Plunge Area for Lazy River

Action Channel (75 FT)
Lazy River (260 FT)
Tot Pool Zero-Depth Entry (2553 SF)
Tot Slide
Play Features
Geysers

## PROJECT DETAILS

### OWNER
The City of Wisconsin Rapids
521 Lincoln St
Wisconsin Rapids, WI 54494

### COMPLETED
2020

### AWARDS / FEATURES
Aquatic Design Portfolio
Athletic Business, 2021

Aquatics International
Dream Designs, 2022

### WEBSITE
wirapids.org/aquatics.html







# WOODMAN AQUATIC CENTER

## RICHLAND CENTER, WISCONSIN

After careful consideration, The City of Richland Center decided it was time to replace the existing 50-year-old pool in favor of something new with reduced operational expenses. The existing pool had aged and presented operational issues such as a major leak in the pool vessel, lighting issues, and mechanical equipment that was barely functioning. WTI was hired alongside the local architect to provide aquatic planning, design, and engineering to replace this beloved community pool.

The new Woodman Aquatic Center features a multi-purpose lap pool with diving, zero-entry area with various activities, a splash pad with interactive water features, a winding lazy river, and sun decks for optimal relaxation. The slide complex features an open-flume tube slide, along with space and associated engineering for a phased addition with another waterslide.

This transformative project was made possible through support from local businesses and the Joan Woodman Ortan McCallum Foundation which provided $2 million of the $4.8 million project budget. Strategic collaboration between the local architect, WTI, and the city helped to bring the project into budget by putting a strong focus on operational expenses.

Following its grand opening in 2020, The Woodman Aquatic Center, won the 2020 Outstanding Facility Design and Renovation Award from the Wisconsin Parks and Recreation Association.

## AQUATIC AMENITIES

8,673 SF Leisure Pool
Two 1-Meter Diving Boards
1 Tube Slide
1 Tot Slide
Zero Depth Entry
2 Basketball Hoops
Interactive Water Features
Geysers

81 SF Splash Pad
Interactive Water Features

## PROJECT DETAILS

### OWNER
City of Richland Center
450 South Main Street
Richland Center, WI 5358

### COMPLETED
2020

### AWARDS / FEATURES
Outstanding Aquatic Facility Design/ Renovation - Wisconsin Park & Recreation Association, 2021

### WEBSITE
richlandcenterwi.gov/parksrec/page/woodman-aquatic-center







# ERB PARK POOL

## APPLETON, WISCONSIN

The Appleton Parks & Recreation Committee and Common Council approved a $10.5 million budget to update and reconstruct the beloved neighborhood Erb Pool, bathhouse, and pavilion. The funds were also intended to update the overall park including parking lots, vehicular and pedestrian traffic, park use and aesthetics.

WTI worked with the City of Appleton Parks and Recreation and the lead consultant, MSA Professional Services, Inc. of Baraboo, to create and present three preliminary plans for public input. Each option included an eight-lane, 50-meter pool, and a second pool with a zero-depth entry featuring an area dedicated to intermediate swimmers and possible water slides. The team held interviews with stakeholders and public meetings to determine the final plan presented to the Parks and Recreation Committee for review and comment. Once approved, WTI began work on the detailed drawings for construction.

The facility celebrated its grand opening in July of 2017 with massive crowds and lots of smiles. This historic park has been rejuvenated and will continue to be a recreational pillar of strength in the Appleton area.

## AQUATIC AMENITIES

50 Meter Competition Pool
8 Lanes
1 Meter Spring Board Diving
6,177 SF Leisure Pool
Geysers and Deck Sprays
Custom Elevations
Interactive Water Features

Tot Slide
Water Basketball

Run-out Body Slides
Concessions
Sun Turf
Shade

## PROJECT DETAILS

### OWNER
Appleton Parks & Recreation 100 N. Appleton St. Appleton, WI 54911
(920) 832-5905

### COMPLETED
2017

### AWARDS / FEATURES
Aquatic Design Portfolio
Athletic Business, 2019

### WEBSITE
appletonparkandrec.org




# PROFESSIONAL SERVICES PROPOSAL

# Professional Services Proposal

## Joannes Aquatic Center-Phase 1 Upgrades
## Green Bay, Wisconsin

WTI Project Number: 25460.01
December 3, 2025

### Client

Green Bay Parks Department
100 North Jefferson Street, Room 510
Green Bay, WI 54301

Emma Brown, PE
Park Planner
T. 920.448.3383
emma.brown@greenbaywi.gov

### Consultant

Water Technology, Inc. (WTI)
100 Park Avenue, PO Box 614
Beaver Dam, WI 53916
www.wtiworld.com

Matthew W. Freeby, AIA, LEED AP, NCARB
Project Leader
M. 920.210.2194
mfreeby@wtiworld.com

Camryn Ballweg
Strategic Partnerships
M. 608.393.9685
cballweg@wtiworld.com

# Project Understanding

## Scope

The Aquatic Scope of services is defined in the RFP "Engineering Design Services Joannes Aquatic Center – Phase I upgrades" dated 10-14-2025.

## Description

This proposal is based on the following preliminary design criteria for tasks defined in the RFP as Phase A & B;

- Phase A
  - Pool basin replastering
  - Gutter Replacement
  - Surge Tank Repairs
  - Other general maintenance needs as identified
- Phase B
  - Add aquatic play structure to pool
  - Add aquatic play table to pool
  - Add 1 shade structure in pool
  - Add two basketball hoops to pool
  - Add one AquaZip'n to pool

## Budget

The project budget for Phase A is anticipated to be approximately $1.76 million.
The project budget for Phase B is anticipated to be approximately $470,000.

# Scope of Services

## Program and Concept Review

WTI will review and validate the pool's conceptual design provided in a previous study and propose revised layouts where needed or applicable taking into consideration: serviceability, accessibility, size (considering project occupancy), efficiency, code requirements and best practice. WTI will also:

- Phase A
  - Confirm Aquatic scope for pool finish replacement
  - Confirm Aquatic scope for pool gutter replacement
  - Confirm Aquatic scope for pool surge tank repairs
  - Confirm Aquatic scope for general maintenance items
- Phase B
  - Review options for addition of a play structure to pool
  - Review options for addition of an aquatic play table to pool
  - Review options for addition of one shade structure to pool
  - Review options for addition of two basketball hoops to pool
  - Review options for addition of one AquaZip'n to pool

## Schematic Design

WTI will consult with the Client to confirm project goals and requirements and develop the spatial relationships of the aquatic components of the project. For the Schematic Design (SD) phase, WTI will perform the following tasks:

- Phase A
  - Document Aquatic scope for pool finish replacement

    - Document Aquatic scope for pool gutter replacement
    - Document Aquatic scope for pool surge tank repairs
    - Document Aquatic scope for general maintenance items
- Phase B
    - Confirm Aquatic scope for addition of a play structure to pool
    - Confirm Aquatic scope for addition of an aquatic play table to pool
    - Confirm Aquatic scope for addition of one shade structure to pool
    - Confirm Aquatic scope for addition of two basketball hoops to pool
    - Confirm Aquatic scope for addition of one AquaZip'n to pool
- Develop Aquatic Drawings
    - SD Level Plans, Sections, and Details
- Develop Rough Order of Magnitude (ROM) Aquatic Construction Cost Opinion

## Schematic Design - Deliverables

- SD Drawings (60% documentation)
- ROM Aquatic Construction Cost Opinion

*Client shall review phase specific deliverables and provide written approval.*

## Design Development

Based on the Client approved SD Deliverables, WTI will develop designs of the aquatic areas and systems. For the Design Development (DD) phase, WTI will perform the following tasks:

- Conduct Inter-Disciplinary Review and Coordinate with other Consultants of the Client
- Finalize Pool Wall Profile(s)
    - Shapes and Depths
- Define Pool Specialty and Mechanical Equipment
- Develop Pool Mechanical Equipment Layout
- Develop Aquatic Drawings (Phase A)
    - Detail Aquatic scope for pool finish replacement
    - Detail Aquatic scope for pool gutter replacement
    - Detail Aquatic scope for pool surge tank repairs
    - Detail scope for general maintenance items
- Develop Aquatic Drawings (Phase B)
    - Document Aquatic scope for addition of a play structure to pool
    - Document Aquatic scope for addition of an aquatic play table to pool
    - Document Aquatic scope for addition of one shade structure to pool
    - Document Aquatic scope for addition of two basketball hoops to pool
    - Document Aquatic scope for addition of one AquaZip'n to pool
- Develop Draft Specifications
- Develop Preliminary Aquatic Construction Cost Opinion

## Design Development - Deliverables

- DD Drawings (75% documentation)
- Draft Specifications
- Preliminary Aquatic Construction Cost Opinion

*Client shall review phase specific deliverables and provide written approval.*

## Construction Documents

Based on the Client approved DD Deliverables, WTI will finalize the designs of the aquatic areas and systems. Final CD Deliverables will contain information suitable for contractors to provide construction pricing or bidding. Final CD Drawings provided by WTI will contain the Professional Seal of an Architect or Engineer licensed in the State/Province of the project site and will be suitable for review by permitting agencies with jurisdiction over the project. Some elements of the pool or pool systems selected may require delegation to the contractor for design services and the certifications of a design professional licensed in the project location (Delegated Design). The Owner and the Architect will specify performance and design criteria that such services must satisfy. The contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the contract documents. The contractor shall cause such services and or certifications to be provided by a properly licensed design professional, whose signatures and seal shall appear on all drawings, specifications, certifications, shop drawings, and other submittals prepared by such professional. For the Construction Document (CD) phase, WTI will perform the following tasks:

- Finalize Coordination with other Consultants of the Client
- Finalize Utility Requirements
- Finalize and Assemble Pool and Pool Mechanical Aquatic Drawings
    - Pool Plans, Sections, and Details – Finish Demolition
    - Pool Plans, Sections, and Details – Finish Replacement
    - Pool Plans, Sections, and Details – Pool Gutter Demolition
    - Pool Plans, Sections, and Details – Pool Gutter Replacement
    - Plans, Sections, and Details – Surge Tank repair selective demolition
    - Plans, Sections, and Details – Surge Tank repairs
    - Pool Plans, Sections, and Details – general maintenance items
    - Pool Plans, Sections, and Details – Play Structure installation required demolition
    - Pool Plans, Sections, and Details – Play Structure installation
    - Pool Plans, Sections, and Details – Play Structure installation required piping
    - Pool Plans, Sections, and Details – Aquatic Play Table installation required demolition
    - Pool Plans, Sections, and Details – Aquatic Play Table installation
    - Pool Plans, Sections, and Details – Aquatic Play Table installation required piping
    - Pool Plans, Sections, and Details – Shade Structure installation required demolition
    - Pool Plans, Sections, and Details – Shade Structure installation
    - Plans, Sections, and Details – Basketball Hoops installation required demolition
    - Plans, Sections, and Details – Basketball Hoops installation
    - Plans, Sections, and Details – AquaZip'n installation required demolition
    - Plans, Sections, and Details – AquaZip'n installation
    - Pool Equipment and Finish Schedules
    - Pool Mechanical Plans, Schedules, and Details
    - Pool Piping Plans, Schedules and Details
    - Pool Mechanical Schematics
- Finalize Specifications
- Perform Internal Quality Assurance Procedure
- WTI will complete draft Swimming Pool permit applications with project specific information for local jurisdiction.

## Construction Documents - Deliverables

- 95% CD Drawings
- Final CD Drawings
- Final Specifications
- Draft Pool Permit Application(s)

*WTI shall provide a 90% review set in advance of final deliverable. Client to provide comments and feedback no later than 30 days prior to final deliverable due date. Client shall review phase specific deliverables and provide written approval.*

## Bidding and Negotiation

WTI will assist the Client during bid document preparation and negotiation of the Contract Documents. For the Bidding and Negotiation (BN) phase, WTI will perform the following tasks:

- Address Questions and Comments from Permitting Agencies
- Respond to aquatic related Request For Information (RFI)
- Provide information and clarifications for Client's Addenda
- Assist in the interview of the Pool Contractors, if requested by Client
- Conformed Aquatic Documents

## Bidding and Negotiation - Deliverables

- RFI Responses (if required)
- Addenda Support Documents (if required)
- Conformed Aquatic Documents

*Client shall provide approved Swimming Pool permit prior to construction. Client shall review phase specific deliverables and provide written approval.*

## Construction Administration

WTI will assist the Client during construction of the project. WTI will periodically visit the project site and will endeavor to observe the construction for conformance to the CD Deliverables. For the Construction Administration (CA) phase, WTI will perform the following tasks:

- Review and respond to requested Submittals including Shop Drawings and other information
- Review and respond to Pool Contractor Change Order requests
- Correspond with Permitting Agencies regarding aquatic questions
- Review and respond to Pool Contractor prepared Aquatic Operation and Maintenance Manual
- Conduct Site Visit(s)
- Provide Field Reports on Site Observations
- Review Punch List prepared by Pool Contractor

## Construction Administration - Deliverables

- Shop Drawing Responses
- Change Order Responses
- O&M Responses
- Field Reports
- Punch List Responses

*Client shall review phase specific deliverables and provide written approval.*

## Requirements

The following information, materials, and approvals are required for WTI to effectively and efficiently perform the services described in this proposal. The Client shall provide WTI, at no cost, with the following:

- Project site surveys
- Original design drawings
- As-built record drawings
- Suction outlet fixture assembly (SOFA) certifications (including SOFA certification statement, make/model, installation date, & connected pump maximum flow rate/s)
- Registered Design Professional (RDP) SOFA Reports for non-manufactured SOFAs
- Project site geotechnical analysis and reports

    - WTI will base design upon standard soils conditions with an assumed bearing capacity of 2,500 pounds per square foot. If soil conditions differ, or include expansive, environmental, high groundwater, organics or other deleterious conditions, additional structural services and fees may be required.
- Project site water analysis and testing
- Preferred title block, sheet sizes, or other drawing format details
- Background drawings and models, including site and building(s), for incorporation of WTI designs
- Written approval of WTI produced Deliverables at the completion of each Phase of work
- Construction contract bid documents and addenda
- Construction contract bid responses and results

### Participant BIM Project Brief

WTI will produce digital designs for incorporation into the Client's drawings and models. WTI anticipates producing three-dimensional BIM models consisting of 3D model geometry and digital data required to necessitate the requested BIM LOD up to BIM LOD 300. WTI design models will only contain information pertinent to our services and will not include information relevant to fabrication, construction, or facilities management. Inclusion of additional data in digital models, such as ongoing model updates for record drawings, facility management, etc. may be requested as an Additional Service. Reference WTI's BIM Level Definitions document for an outline of what may be included with each level. WTI will participate in Revit model exchanges and typical BIM coordination phone calls as requested (not to exceed a once per weekly meeting and not including detailed clash detection).

## Schedule

Our fee is based on the following projected phase schedule:

Programming and Review: 1 - 2 weeks
Schematic Design: 2 - 4 weeks
Design Development: 4 - 6 weeks
Construction Document Preparation and Quality Control Review: 6 - 8 weeks

We understand that abbreviated schedules may sometimes be required, however in our experience, this puts the Owner, Client and WTI at risk. To expedite a project, please be aware that a discussion of those risks is required, in addition to a corresponding fee adjustment.

## Services Provided by Others (Coordinated with WTI)

WTI will assist with coordinating all WTI provided services with other disciplines of the project team. A non-comprehensive outline of scope for coordination and exclusion from the proposed WTI Scope of Services is below. The following services and project scope shall be the responsibility of the Client, or other Consultants of the Client.

### Architecture / Landscape Architecture

- Building or enclosures
- Change facilities, locker rooms, food areas, retail areas, offices and/or other support spaces
- Pool mechanical, chemical and equipment storage rooms
- New pumps for new or revised pool activities, if required
- Landscaping and irrigation
- Fences, perimeter barriers and pedestrian walks
- Shade structures and pavilions, other than one shade structure in pool as outlined in RFP
- Pool safety, directional or other signage

### Civil Engineering

- Parking and vehicular access
- Storm and Sanitary sewers
- Site grading and drainage

- Pool filter backwash disposal piping
- Utility distribution, including gas, electric and water
- Pool underdrain or dewatering systems, if required
- Earthwork/soil improvement required for pool construction.

## Structural Engineering

- Building foundations, footings, bearing and spanning systems, including building support of pool vessels, pool area, pool mechanical equipment, and pool piping
- Surge tank concrete and reinforcement, access hatch, and ladder if required
- Pump pit(s) concrete and reinforcement, grating, railings, and stairs if required
- Waterproofing Specification. (Waterproofing scope recommended by structural.)
- Filtration and other mechanical equipment pads and slabs
- Pool area concrete and reinforcement, and joint sealant
- Any special inspections required by permitting officials

## Mechanical Engineering

- Boilers, pool water heat exchangers, controls and booster pumps required for flow to water heating equipment
- Pool heater venting and exhaust
- Pool chemical storage room venting and exhaust
- Pool mechanical equipment room HVAC

## Electrical Engineering

- Aquatic Electrical Drawings
    - Layout and Specification of Pool Electrical Equipment including electrical disconnects, variable frequency drives, and/or motor starters for all pool pumps.
    - Power supply distribution schedules and coordination complete to pool equipment.
- Bonding and grounding plans and details for all pools, adjacent decks, deck equipment, and pool electrical equipment.
- Pool mechanical equipment room subpanel(s) and breakers
- Pool room/area lighting and outlet power
- Pool mechanical equipment room lighting and outlet power
- Controls and low voltage wiring

## Plumbing

- Pool deck drains, drain locations, and drain piping to waste
- Pool mechanical equipment room floor drains and drain piping to waste
- Pool filter backwash/drain plumbing, sump, and duplex sump pump system
- Pool mechanical equipment room potable water supply including piping to pool auto-fill
- Pool mechanical equipment room emergency eyewash station
- Fire protection system

## Testing and Analysis

- Geotechnical testing and analysis
- Local water testing and analysis
- Water loss and leak detection
- 3D Laser Scan of Pool

## Feasibility and Operations

- Demographic research and analysis
- Revenue and expense forecasting
- Operational evaluation and analysis

- Facility and market research

## Administrative

- Permits and regulatory fees.
    - WTI will provide pool system information to the Client to complete construction permit applications but is not responsible for submission nor payment of fees.
- Front-end specifications
- LEED® Registration and Application
- Document reproduction and distribution
- Preparation of addenda
- Maintenance of the plan holder list
- Record Drawings (unless accepted as an Additional Service)

# Terms and Conditions

## Basis of Agreement

This proposal incorporates by reference AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, or AIA Document C401-2017, Standard Form of Agreement Between Architect and Consultant. The general conditions of the contract will be defined in AIA Document A201-2017, General Conditions of the Contract for Construction.

## Scope of Services

Services offered are limited to those services described in the proposal. No other services are offered or implied unless specifically addressed in the proposal.

## Expiration

The attached proposal is considered valid for a period of ninety (90) days from the date of the proposal or its last revision date, if any. Proposals older than ninety (90) days are expired, unless reissued by WTI with a reissue date.

## Payment

All proposals are based upon payment in US dollars. Invoices will be issued monthly and are payable within forty-five (45) days of date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Client. WTI will invoice professional fees monthly, on a percent complete basis, throughout the project term.

## Hourly Charges/Additional Services

WTI personnel will be charged at the following rates:

| | |
|---|---|
| Principal/Director | $250.00 |
| Project Manager/Engineer | $185.00 |
| Creative Studio | $160.00 |
| Project Design | $145.00 |
| Mechanical Design | $170.00 |
| Technical Design | $105.00 |
| Administrative | $75.00 |

These rates are valid for a period of twelve (12) months from date of an accepted proposal. These rates are not valid for work involving claims settlement, expert witness or litigation work. Additional services, if requested by Client, will be performed on a stipulated sum or hourly basis, as agreed to in writing by both parties prior to initiating the additional services.

## Reimbursable Expenses

Expenses and services not directly provided by WTI will be invoiced at one and 10/100 (1.10) times cost. International travel is business class air. Domestic airfare will be premium economy (changeable and refundable). These costs are not included in WTI's fee unless specifically noted as included in our proposal. Air fares are based on seven (7) days advanced purchase. Costs associated with customer requested modifications to travel arrangements after purchase by WTI will be an addition to the contract sum.

## Additional Project Related Costs

The following costs are not included in our proposal and should be anticipated in the owner's budgeting: geotechnical services and reports, topographic and boundary surveys (site surveys), testing, project related insurance, legal and safety consultant services, permits and fees, and marketing and operations development.

## Standard of Care

Services provided by WTI under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with the governing codes and regulations adopted at the time of the execution of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications or reports.

## Risk Allocation

Client agrees that to the fullest extent permitted by law, WTI's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of fees for services for this project or twenty-five thousand and no/100 dollars ($25,000.00), whichever is greater.

## Governance

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

## Insurance

Notwithstanding any other provisions in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement. During the term of this agreement, WTI agrees to provide evidence of insurance coverage as shown in the example Insurance Certificate attached hereto. In addition, WTI will attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of three (3) years following substantial completion, if such coverage is reasonable available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design

professionals practicing in this state in this discipline are able to obtain such coverage. Owner will require that any party hired for the construction of the project, including but not limited to the general contractor, construction manager, and subcontractors will include, in addition to the Owner, Water Technology, Inc. and it's consultants as additional insured for all policies related to the project. Standard insurance carried by WTI is as follows:

| | |
|---|---|
| General Liability (Occurrence) | $1.0 Million USD |
| General Aggregate (Project) | $2.0 Million USD |
| Automobile | $1.0 Million USD |
| Umbrella/ Excess (Occurrence) | $4.0 Million USD |
| Workers Compensation | Statutory |
| Professional Liability (Occurrence) | $2.0 Million USD |
| Professional Liability (Aggregate) | $4.0 Million USD |

Costs for additional coverage limits, if requested, will be paid for by Client.

### Photography

The project architect agrees that any published photos, descriptions or award submittals of the project that include reference to the aquatic work shall include WTI as the aquatic consultant.

### Client Services

As part of WTI's quality assurance program, WTI will contact the Owner regarding services provided by WTI.

### Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client and WTI agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Client and WTI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing all mediation as the primary method for dispute resolution, between the parties to those agreements. No mediation arising out of or relating to this agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this agreement, except by written consent containing a specific reference to this agreement signed by Client, WTI and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity duly consented to by the parties to this agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

### Hazardous Materials

Client represents to WTI that to the best of Client's knowledge no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located, on the project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated.

### Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing site/structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Client agrees, to fullest extent permitted by law, to indemnify and hold the design professional harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the design professional.

### Termination

Either party may terminate the agreement for convenience after seven (7) days written notice of intent to terminate. Client shall be responsible for all costs and charges incurred up to the date of termination, including reasonable costs for WTI to close the work and organize files. WTI agrees not to charge for lost or anticipated profits on the work not completed and will provide copies of work files to Client upon receipt of final payment.

# Fee for Professional Services

## Fee

WTI professional services are offered for a stipulated lump sum and are contingent upon WTI Terms and Conditions.

Fee for Professional Services ..... $ 179,568.00 USD

*Fee Breakdown per Phase*

Program and Concept Review ..... 8%
Schematic Design..... 15%
Design Development ..... 30%
Construction Documents..... 35%
Bidding & Negotiation ..... 2%
Construction Administration ..... 10%

## Meetings & Trips

WTI anticipates the following number of meetings and trips to facilitate the proposed work.

Design and Coordination Meetings..... 6 (virtual)
Design and Coordination Meetings..... 4 (in person)
Construction Administration Meetings ..... 4 (virtual)
Construction Administration Site Visits..... 3 (in-person)

## Reimbursable Expenses

Project related reimbursable expenses such as travel, shipping and printing are included in WTI's proposed fee. Swimming Pool permit review fees, if applicable, are also included.

# Acknowledgement

This proposal will remain valid for a period of 90 days. Please provide the signature of an authorized representative on the line below indicating acceptance of the proposed scope and fee for professional services.

**Water Technology, Inc.**

_____
*Signature*

_____
*Name / Title*

_____
*Date*

**City of Green Bay Department of Parks, Recreation, and Forestry**

_____
*Signature*

_____
*Name / Title*

_____
*Date*

# Additional Services

As an additional service for our Clients, WTI proposes the following supplementary scope of work for consideration. Please indicate acceptance by initialing box next to selected alternate.

☐ Alternate 1: Additional Site Visits ..... $ 1,700.00 USD
If additional site visits are requested, WTI will charge an additional fee per trip.

☐ Alternate 2: Record Drawings – Construction Record..... 15% of CD Phase Fee
WTI will issue, at the completion of the project, a set of record documents which will include Contractor provided documented modifications. Modifications are limited to contractor supplied information, and could include dimensional modifications, equipment locations, pipe routing. Services do not include evaluation of modifications, coordination, structural revisions, or permit revision submission.

☐ Alternate 3: Deletion of Phase IB Services .....<$ 36,825.00 USD>
WTI will delete the SD, DD and CD phase documents, in addition to Bidding and Construction Administration support, as needed to complete the Phase IB document package for the proposed conceptual design.

☐ Alternate 4: Addition of Phase IB services after Completion of Phase IA documents..... $ 74,525.00 USD
WTI will add the SD, DD and CD phase documents, in addition to Bidding and Construction Administration support, as needed to complete the Phase IB document package for the proposed conceptual design after the completion of Phase IA documentation.

Report to the
# Parks Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | Dan Ditscheit, Parks Director |

## AGENDA ITEM # T.3

To approve the request by One Astor Holdings LLC for a 15' wide Permanent Storm Sewer Easement along the Fox River Trail on Parcel 15-2 for the One Astor Park residential development.

## BACKGROUND

One Astor Holdings LLC requested a 15' wide permanent storm sewer easement on parcel 15-2 to accommodate their stormwater outfall pipe for their proposed adjacent residential development. They are proposing to bury a stormwater pipe under the Fox River Trail. They are currently scheduled to break ground on their 125-unit development in the next few months.

## RECOMMENDATION

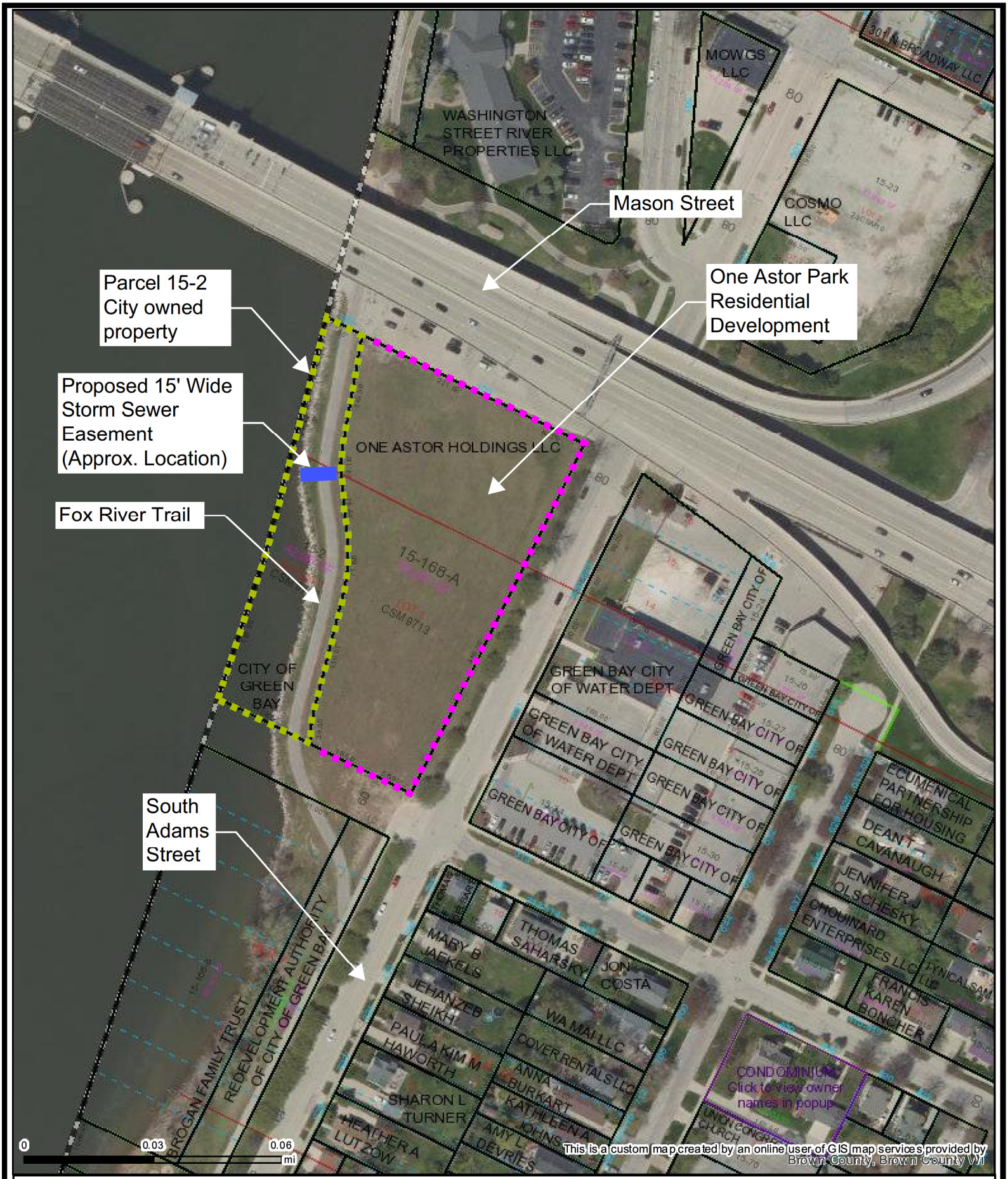
To approve.

## FISCAL IMPACT

There is no financial impact to the city by granting this easement. All costs associated with this work will be covered by the developer.

## ATTACHMENTS

1. One Astor Property Map 1B
2. Storm Sewer Easement
3. Storm Sewer Easement Exhibit
4. One Astor Park Plan




# Parcel 15-2
# Fox River Trail
# Proposed 15' Wide Proposed Storm Sewer Easement

**EASEMENT FOR STORM SEWER PURPOSES**

It having been deemed necessary for the improvement, maintenance or protection of public or private property to occupy or use lands owned by the CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION (hereinafter 'GRANTOR'), in the City of Green Bay, Brown County, Wisconsin.

| |
|---|
| Return this document to:<br>City of Green Bay - Clerk<br>100 N. Jefferson Street<br>Green Bay, WI 54301-5026 |
| Tax parcel Numbers:<br>***15-2*** |

KNOWN ALL BY THESE PRESENTS that the GRANTOR for and in consideration of the sum of Ten and no/100 dollars ($10.00) paid to it the receipt of which is hereby acknowledged, does convey unto ONE ASTOR HOLDINGS LLC, (hereinafter 'GRANTEE'), a PERMANENT EASEMENT and right-of-way including the perpetual right to enter upon the real estate hereinafter described at any time that it may seem fit and construct, maintain and repair storm sewer drainage facilities and structures for the purpose of conveying water across, through and under the lands described in EXHIBIT A, together with the right to excavate and refill trenches for the location of said storm sewer drainage facilities and structures and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said storm sewer drainage facilities and structures over the lands described in EXHIBIT A.

It is expressly understood and agreed that during the construction of said storm sewer drainage facilities and structures, materials and excavation may be placed beyond the limits of the lands as described in EXHIBIT A, said materials and soil shall be removed immediately upon completion of construction and ground restored to the condition prior to construction.

After the construction of said storm sewer drainage facilities and structures, the GRANTOR and its successors shall have and retain all rights to the use and occupation of said lands described in EXHIBIT A, provided that no structures shall be erected over said described lands.

For the purpose of the construction, maintenance and repair of said storm sewer drainage facilities and structures, the said GRANTEE shall have the right to enter, pass over and use said easement area across the GRANTOR'S premises and the lands adjacent thereto for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the GRANTOR, and provided that in the event any damage is caused to said real estate or to the lands adjacent thereto, including buildings erected thereon, by reason of the GRANTEE entering thereon for the purpose of the maintenance and/or repair of said storm sewer drainage facilities and structures, said GRANTEE shall fully compensate said GRANTOR or

successors thereof. The GRANTOR retains the right to enter the easement area at any time for any municipal purpose, provided such entry does not unreasonably interfere with the GRANTEE'S storm sewer facilities.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

x _____ x _____

_____ _____

Print or type name and title above Print or type name and title above

STATE OF _____)
) SS.
COUNTY OF _____)

Personally, came before me this _____ day of _____, 20____, the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____

_____

(Print or Type name of notary above)

Notary Public, _____, _____

County State

My Commission Expires:_____

This instrument drafted by:
***Excel Engineering, Inc.***

Project: ***One Astor Storm Sewer Facilities***
Parcel Numbers: ***15-2***

EXHIBIT A

DESCRIPTION OF STORM SEWER EASEMENT AREA

GRANTOR: ***CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION***
GRANTEE: ***ONE ASTOR HOLDINGS LLC***
***LEGAL DESCRIPTION:***

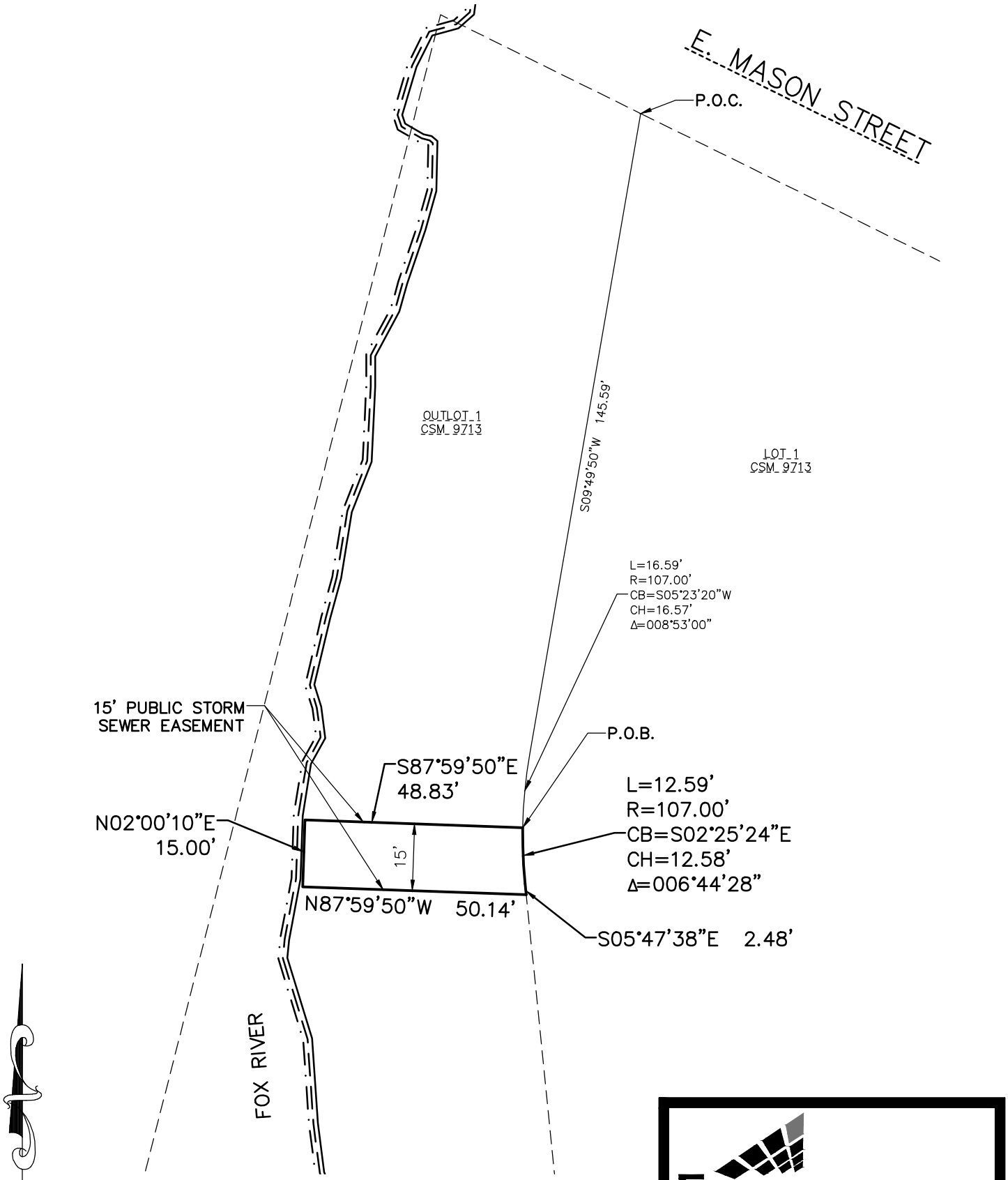
A 15' Public Storm Sewer Easement located within Outlot 1 of Certified Survey Map No. 9713, recorded in the Brown County Register of Deeds as Document No. 3054697, being located in the City of Green Bay, Brown County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of said Outlot 1; thence South 09°-49'-50" West along an Easterly line of said Outlot 1, a distance of 145.59 feet; thence Southwesterly 16.59 feet along an Easterly line of said Outlot 1 on a curve to the left having a radius of 107.00 feet, the chord of said curve bears South 05°-23'-20" West, a chord distance of 16.57 feet to the point of beginning; thence continuing Southeasterly 12.59 feet along said Easterly line on a curve to the left having a radius of 107.00 feet, the chord of said curve bears South 02°-25'-24" East, a chord distance of 12.58 feet; thence South 05°-47'-38" East along an Easterly line of said Outlot 1, a distance of 2.48 feet; thence North 87°-59'-50" West, a distance of 50.14 feet; thence North 02°-00'-10" East, a distance of 15.00 feet; thence South 87°-59'-50" East, a distance of 48.83 feet to the point of beginning.

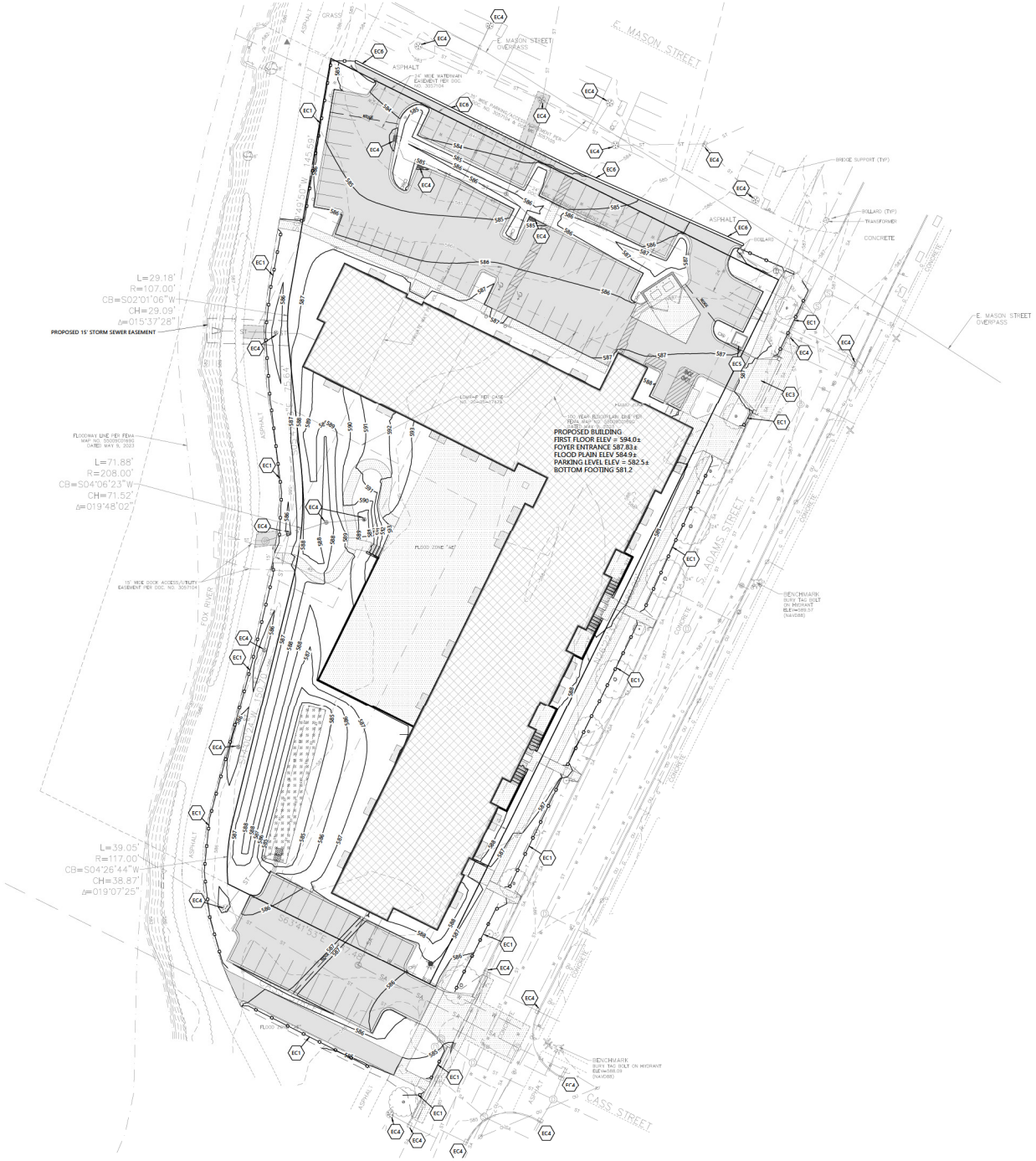
EXHIBIT A CONTINUED

***INSERT MAP OF STORM SEWER EASEMENT AREA***

# PUBLIC STORM SEWER EASEMENT EXHIBIT




EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 250019900




## GENERAL NOTES:

- HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
- ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.
- CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.
- CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.
- SEDIMENT LOG OR SILT SOCK PER WDNR TECH STANDARD 1055 SHALL BE PLACED ALONG EXISTING NORTH PAVEMENT EDGE AS SHOWN. ANCHOR THE ENDS OUTSIDE OF THE PAVEMENT, OVERLAPPING ANY OTHER ENDS 6-12" AND WEIGHTED AS NECESSARY WITH SANDBAGS OR BLOCKS TO PREVENT MOVEMENT. EXISTING TRAFFIC AISLE AT ADJACENT PARKING LOT SHALL BE MAINTAINED, DO NOT BLOCK.
- THE PROJECT SITE CONTAINS KNOWN SOIL CONTAMINATION PER BRRTS #02-05-596758. ALL WORK PROPOSED WITHIN AND BELOW THE SITE/BUILDING PAVEMENT AND CONCRETE IS SUBJECT TO THE CONDITIONS OF THE WDNR PRE-APPROVAL FOR PROPOSED CONSTRUCTION. CONTAMINATED SOILS ENCOUNTERED DURING EXCAVATION ACTIVITIES SHALL BE DOCUMENTED BY AN ENVIRONMENTAL PROFESSIONAL AND TRANSPORTED TO A WDNR APPROVED DISPOSAL FACILITY. REFER TO THE MATERIALS MANAGEMENT PLAN (MMP) PREPARED BY AMERICAN ENGINEERING TESTING, INC. AND DATED 9-18-25. CONTAMINATED MATERIAL ENCOUNTERED SHALL NOT BE USED AS BACKFILL. CONTAMINATED MATERIAL TEMPORARILY STORED ONSITE SHALL FOLLOW THE MMP. REFER TO DETAIL ON SHEET C2.1. CONTRACTOR TO ENSURE THAT ALL EARTHWORK SHALL INCORPORATE THE REQUIREMENTS OF THE MATERIALS MANAGEMENT PLAN.

## KEYNOTES

| | |
|---|---|
| EC 1 | SILT FENCE |
| EC 2 | DITCH CHECK |
| EC 3 | STABILIZED CONSTRUCTION ENTRANCE |
| EC 4 | INLET PROTECTION |
| EC 5 | CONCRETE WASHOUT |
| EC 6 | SEDIMENT LOG |

SCALE: 1" = 30'

NORTH

30' 0 30' 60'

OVERALL CIVIL GRADING AND EROSION CONTROL PLAN

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

**PROJECT INFORMATION**

PROPOSED DEVELOPMENT FOR:
**ONE ASTOR PARK**
100 E MASON STREET • GREEN BAY, WI 54301

**PROFESSIONAL SEAL**

**PRELIMINARY DATES**
OCT. 10, 2025
NOV. 11, 2025

*NOT FOR CONSTRUCTION*

**JOB NUMBER**
250019900

**SHEET NUMBER**
**C1.2**

# WHOLESALE WATER SERVICE AGREEMENT

# BY AND BETWEEN

# THE CITY OF GREEN BAY,

# THE VILLAGE OF HOBART

# AND

# THE VILLAGE OF PULASKI

**Dated:**

**December 16, 2025**

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ATTACHMENT "A"

# WHOLESALE WATER SERVICE AGREEMENT

## BY, BETWEEN AND AMONG THE CITY OF GREEN BAY, THE VILLAGE OF HOBART AND THE VILLAGE OF PULASKI

**THIS WHOLESALE WATER SERVICE AGREEMENT** is made and entered into this _____ day of _____, 20___, by, between and among the CITY OF GREEN BAY, WISCONSIN ("Green Bay"), a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin, the GREEN BAY WATER UTILITY; the VILLAGE OF HOBART, WISCONSIN a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin ("Hobart"); and, the VILLAGE OF PULASKI, WISCONSIN ("Pulaski"), a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin.

**WHEREAS**, Green Bay is the owner of a municipal waterworks system that treats Lake Michigan water for distribution to its retail customers within the Green Bay City limits; and

**WHEREAS**, Hobart is the owner of a municipal waterworks system that is a wholesale customer of the Green Bay Water Utility; and

**WHEREAS**, Pulaski is the owner of a municipal waterworks system that uses water withdrawn from its municipal wells for distribution to its retail customers; and

**WHEREAS**, Pulaski desires to purchase water from Green Bay at wholesale to satisfy the potable water needs of its customers and to meet safe drinking water standards on a long-term basis; and

**WHEREAS**, Green Bay, through the Green Bay Water Utility, has the capability to provide potable water to Pulaski through an interconnection with Hobart; and

**WHEREAS**, Green Bay is willing to sell potable water to Pulaski through the Green Bay Water Utility at wholesale subject to the terms and conditions set forth herein below; and

**WHEREAS**, Hobart is willing to transport potable water from Green Bay through its waterworks system for delivery to Pulaski subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

## ARTICLE I

## DEFINITIONS

Section 1.1 DEFINITIONS**.** The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

(a) **"Agreement"** shall mean this Wholesale Water Purchase Agreement, including all attachments hereto, and any amendments that may be made from time to time by a written instrument executed by both Parties.

(b) **"Associated Party"** shall mean any officer, elected or appointed official, director, trustee, fiduciary, employee, agent, affiliate, representative, contractor or subcontractor of Green Bay, Hobart or Pulaski.

(c) **"Capital Project"** shall mean any acquisition, construction and/or installation of the projects listed in ATTACHMENT "A", including all future improvements or extensions, acquisition, construction, repair or replacement thereof, related to the Green Bay Waterworks System and expected to be necessary from time to time for the Green Bay Water Utility to deliver Potable Water to Pulaski as contemplated by this Agreement from the date service commences hereunder through December 31, 2045.

(d) **"Capital Project Costs"** shall mean, with respect to a Capital Project, all costs of the Capital Project that will be incurred prior to January 1, 2046, including, but not limited to, costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; costs incurred with respect to the acquisition, installation, erection, construction, rehabilitation, repair, replacement, retirement or decommissioning of facilities; financing costs, including principal and interest payments on any bonds, notes or other evidences of indebtedness issued by Green Bay or the Green Bay Water Utility from time to time; and the costs; and costs of obtaining all necessary Governmental Authority approvals.

(e) **"DNR"** means the Department of Natural Resources of the State of Wisconsin.

(f) **"Fiscal Year"** shall mean the fiscal year of Green Bay Water Utility, which runs from January 1 through December 31.

(g) **"Force Majeure"** shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind issued by a Governmental Authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; failure of facilities or equipment; environmental events impacting utility operations; and the orders or applicable regulations of a Governmental Authority, any other event or circumstance beyond the reasonable control of, and without the material fault or negligence of, the Party claiming Force Majeure. With respect to Green Bay and the Green Bay Water Utility, Force Majeure shall include an unexpected loss or curtailment of its Lake Michigan water supply due to unexpected withdrawal limitations or other legal constraints. Force Majeure does not include lack of profitability or other financial considerations that would affect a Party's ability to pay for services provided hereunder.

(h) **"Future Capital Project"** shall mean any acquisition, construction and/or installation of facilities, including all future improvements or extensions, acquisition, construction, repair or replacement thereof, related to the Green Bay Waterworks System and necessary for the Green Bay Water Utility to deliver Potable Water to the Village pursuant to this Agreement on or after December 31, 2045.

(i) **"Future Capital Project Costs"** shall mean, with respect to a Future Capital Project, all costs of the Future Capital Project, that will be incurred after December 31, 2045, including, but not limited to, costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; costs incurred with respect to the acquisition, installation, erection, construction, rehabilitation, repair, replacement, retirement or decommissioning of facilities; costs of investigating, studying, planning, engineering, and designing of facilities; financing costs, including principal and interest payments on any bonds, notes or other evidences of indebtedness issued by Green Bay or the Green Bay Water Utility from time to time; and costs of obtaining all necessary Governmental Authority approvals.

(j) **"Governmental Authority"** shall mean any state or federal court, administrative or regulatory agency or commission, or other governmental entity or instrumentality, or any department thereof, having jurisdiction or authority over all or any part of the subject matter of this Contract. "Governmental Authority" does not include either of the Parties.

(k) **"Green Bay"** shall mean the City of Green Bay, Wisconsin.

(l) **"Green Bay Customer"** shall mean all Green Bay Retail Customers and all Green Bay Wholesale Customers, including the Town of Scott, the Village of Ashwaubenon, the Village of Hobart and the Village of Wrightstown.

(m) **"Green Bay Retail Customer"** shall mean any person or entity to which the Green Bay Water Utility sells Potable Water at retail, at any time during the term of this Agreement.

(n) **"Green Bay Water Utility"** shall mean the City of Green Bay's municipal water utility, a departmental unit of the City of Green Bay managed by the Green Bay Water Commission pursuant to Sec. 66.0805, Wis. Stats., which treats and provides Potable Water for sale and distribution to its retail customers within the corporate municipal boundaries of the City of Green Bay limits and such wholesale customers as it is under contract to provide such service.

(o) **"Green Bay Waterworks System"** shall mean all of the Green Bay Water Utility facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, the Green Bay Water Utility wells, mains and pipelines now or in the future acquired by lease, contract, purchase or otherwise or constructed by the Green Bay Water Utility and used for the purposes of providing and transmitting Potable Water to customers. "Green Bay Waterworks System" also includes all contract rights and other tangible and intangible assets of Green Bay or the Green Bay Water Utility used or useful in connection with or related to such facilities. "Green Bay Waterworks System" shall not include any properties or interest in properties of the Village or any properties or interest in properties of any other municipality.

(p) **"Green Bay Wholesale Customer"** shall mean any entity to which the Green Bay Water Utility sells Potable Water at wholesale at any time during the term of this Agreement.

(q) "**Green Bay's Maximum Day Demand"** shall mean Green Bay's estimated maximum day demand for Potable Water of all Green Bay Customers, including the Town of Scott, the Village of Ashwaubenon, the Village of Hobart, the Village of Wrightstown and the Village of Pulaski.

(r) "**Hobart**" shall mean the Village of Hobart, Wisconsin

(s) "**Hobart Waterworks System**" shall mean all Hobart's facilities, including land, easements, rights-of-way over lands and waters, pumping, storage, and other facilities, its wells, mains and pipelines now or in the future acquired or controlled by lease, contract, purchase or otherwise or constructed by it and used for the purposes of providing and transmitting Potable Water within its municipal boundaries. The "Hobart Waterworks System" shall also include all contract rights

and other tangible and intangible assets used or useful in connection with or related to such facilities.

(t) **"Indemnifiable Cost"** shall mean any cost, expense, damage, fine, penalty, liability or other loss, including reasonable legal, accounting, consulting, engineering, investigatory, expert witness and other fees and expenses.

(u) **"Interconnection Facilities"** shall mean all facilities, including mains, pipelines and related infrastructural appurtenances, including those of the Hobart Waterworks System, other municipal utilities, land, easements and right-of-ways between that Point of Delivery where the potable water to be delivered to Pulaski leaves the City of Green Bay and the Green Bay Waterworks System and that Point of Delivery where the potable water from the Green Bay Water Utility reaches the Pulaski Waterworks System.

(v) **"Metering Points"** shall mean the point or points where Potable Water being delivered by the Green Bay Water Utility to Pulaski is measured. A "Metering Point" is one such point.

(w) **"Parties"** shall mean Green Bay and the Green Bay Water Utility, as one municipal corporate entity, Hobart and Pulaski.

(x) **"Party"** means, as the case may be, Green Bay or the Green Bay Water Utility, as one municipal corporate entity, Hobart or Pulaski.

(y) **"Point of Delivery"** means the points where the Potable Water to be delivered by the Green Bay Water Utility to Pulaski leaves the Green Bay Waterworks System and enters the Interconnection Facilities between the Green Bay Waterworks System and the Hobart Waterworks System for transportation and delivery to the Pulaski Waterworks System, and where title and ownership of such Potable Water is transferred from the Green Bay Water Utility to Pulaski. A "Point of Delivery" is one such point. The Points of Delivery that are currently planned are identified in ATTACHMENT "A", but may change over time as agreed to by the Parties in writing.

(z) **"Potable Water"** means treated, water of a quality meeting or exceeding state and federal water quality standards, including applicable Safe Drinking Water Act requirements. The Green Bay Water Utility shall have absolute discretion to determine the extent to which Potable Water exceeds applicable water quality standards.

(aa) **"Prudent Utility Practice"** shall mean any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts (including, but not limited to, any practices, methods and acts engaged in or approved by a significant portion of the water utility industry prior thereto) known

at the time the decision was made, could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. In applying the standard of Prudent Utility Practice to any matter under this Agreement, equitable consideration shall be given to the circumstances, requirements and obligations of each of the Parties, and there shall be taken into account the fact that Green Bay, Hobart, and Pulaski are political subdivisions of the State of Wisconsin with prescribed statutory powers, duties, responsibilities and limitations. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and expediency. Prudent Utility Practice includes due regard for manufacturers' warranties and the requirements of Governmental Authorities having jurisdiction.

(bb) **"PSC"** shall mean the Public Service Commission of Wisconsin and any Governmental Authority successor thereto.

(cc) **"Pulaski"** shall mean the Village of Pulaski, Wisconsin.

(dd) **"Pulaski Customer"** shall, for purposes of this Agreement, mean all retail and wholesale water customers within the municipal boundaries of Pulaski as they exist on January 1, 2026 and those customers outside the Pulaski municipal boundaries who are under contract with Pulaski as of January 1, 2026.

(ee) "**Pulaski-Hobart Main**" shall mean the main pipe located between the Hobart/Pulaski Point of Delivery to the Village of Hobart municipal line as identified in ATTACHMENT "B".

(ff) **"Pulaski's Maximum Daily Water Demand"** shall mean estimated maximum day demand for Potable Water necessary to serve the Pulaski Customers through December 31, 2045.

(gg) **"Pulaski Waterworks System"** shall mean all Pulaski's facilities, including land, easements, rights-of-way over lands and waters, pumping, storage, and other facilities, the Pulaski wells, mains and pipelines now or in the future acquired or controlled by lease, contract, purchase or otherwise or constructed by Pulaski and used for the purposes of providing and transmitting Potable Water to Pulaski Customers. The "Pulaski Waterworks System" shall also include all contract rights and other tangible and intangible assets of Pulaski used or useful in connection with or related to such facilities. The "Pulaski Waterworks System" shall not include any properties or interest in properties of Green Bay, Hobart, or any properties or interest in properties of any other municipality but shall include the Pulaski-Hobart Main.

(hh) "**Water Conveyance Charge**" shall mean the fee charged to Pulaski by Hobart for the transmission of Potable Water from the Green Bay Waterworks System to the Pulaski Waterworks System through the Hobart Waterworks System.

Section 1.2 USE OF PHRASES; RULES OF CONSTRUCTION**.** The following provisions shall be applied wherever appropriate herein:

(a) "**Herein**", "**hereby**", "**hereunder**", "**hereof**" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which such word is used.

(b) The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are used in the singular or plural.

## ARTICLE II

## WATER SUPPLY

Section 2.1 AGREEMENT TO SELL. During the term of this Agreement subject to the terms and conditions set forth herein the Green Bay Water Utility shall make available for delivery and sale to Pulaski, through the Hobart Waterworks System a volume of Potable Water equal to Pulaski's Maximum Day Water Demand. The Green Bay Water Utility's obligation to deliver Potable Water to Pulaski hereunder shall be limited to a volume of Potable Water not to exceed Pulaski's Maximum Day Water Demand except as otherwise contemplated by this Agreement.

Section 2.2 AGREEMENT TO PURCHASE. Except as set forth in this Article and Section 11.3, Pulaski shall purchase and accept delivery from the Green Bay Water Utility through the Hobart Waterworks System a volume of Potable Water equal to its actual demand for Potable Water to serve all Pulaski Customers; provided, however, that (i) the volume of Potable Water purchased by Pulaski hereunder shall not exceed Pulaski's Maximum Day Water Demand as set forth in ATTACHMENT "A", except as otherwise contemplated in the Agreement, and provided further that (ii) Pulaski shall at all times purchase and accept delivery from the Green Bay Water Utility of a volume of Potable Water equal to an average daily use per calendar year of Three Hundred Thousand (300,000) Gallons per day as set forth in ATTACHMENT "A".

Section 2.3 ADDITIONAL POTABLE WATER. Notwithstanding the provisions of Section 2.1 and Section 2.2, if Pulaski's demand for Potable Water to serve Pulaski Customers exceeds Pulaski's Maximum Day Water Demand, the Green Bay Water Utility may provide additional Potable Water to Pulaski to the extent that Green Bay has Potable Water reasonably available and subject to all other terms and conditions of this Agreement, including without limitation the requirements of Sections 6.1, 6.2, 6.3 and 11.4.

Section 2.4 EMERGENCY OR MAINTENANCE SHUT-OFF**.** The Green Bay Water Utility and the Hobart Waterworks System undertake to use reasonable care and diligence, in accordance with Prudent Utility Practice, to provide Pulaski with a constant supply of Potable Water not to exceed Pulaski's Maximum Day Water Demand during the term of this Agreement. However, the Green Bay Water Utility and/or Hobart reserve the right to temporarily shut off the Potable Water supply in one or more of its mains for emergency or maintenance purposes. Except in the event of a temporary emergency or maintenance shut off or Force Majeure, neither Green Bay nor Hobart shall shut down all Potable Water delivery to Pulaski hereunder. The Green Bay Water Utility and Hobart shall give Pulaski at least seven (7) days advance notice of any turn-off under this Section, except that in emergencies it shall give notice which is reasonable under the particular circumstances. During such emergency or maintenance periods, Pulaski may obtain water from another source to the extent that the Green Bay Water Utility is unable to deliver Potable Water as contemplated by this Agreement; provided, that Pulaski has installed all necessary backflow protection equipment at every Point of Delivery, that Pulaski operates and maintains such equipment in accordance with Prudent Utility Practice, and that Pulaski resumes its purchase of Potable Water hereunder as soon as such emergency or maintenance period ends.

Section 2.5 CURTAILMENT. If it becomes necessary for the Green Bay Water Utility to limit its delivery of Potable Water to Green Bay Customers or for Hobart to curtail water transmission hereunder, for any reason other than Force Majeure, the Parties will cooperate and use reasonable efforts to ensure that the level of curtailment with respect to Pulaski is proportionate to the level of curtailment with respect to other Green Bay Customers or Hobart Customers. As contemplated by Section 11.10, and among other necessary curtailments, Pulaski shall enforce any street, lawn or garden sprinkling restrictions as imposed from time to time by the Green Bay Water Utility with respect to Green Bay Customers. During such periods of curtailment Pulaski may obtain Potable Water from another source to the extent that the Green Bay Water Utility is unable to deliver Potable Water as contemplated by this Agreement; provided, that Pulaski has installed all necessary backflow protection equipment at every Point of Delivery, that Pulaski operates and maintains such equipment in accordance with Prudent Utility Practice, and that Pulaski resumes its purchase of Potable Water hereunder as soon as such curtailment period ends.

## ARTICLE III

## DELIVERY OF WATER

Section 3.1 POINTS OF DELIVERY. The Green Bay Water Utility shall deliver Potable Water to Pulaski at the Points of Delivery identified in ATTACHMENT "A". Title to all Potable Water supplied by the Green Bay Water Utility to Pulaski shall pass from the Green Bay Water Utility to Pulaski at the Green Bay/Hobart Points of Delivery, at which point Hobart shall become responsible for any degradation in the quality of that Potable Water prior to it reaching the Hobart/Pulaski Point of Delivery. Pulaski shall

become solely responsible for any degradation in the quality of the Potable Water and/or any change in such Potable Water affecting its compliance with any applicable water quality standards promulgated or established by any Governmental Authority, including without limitation any applicable Safe Drinking Water Act requirements at the Hobart/Pulaski Point of Delivery. Prior to the Green Bay/Hobart Point of Delivery, the Green Bay Water Utility shall be solely responsible for any degradation in the quality of such Potable Water and/or any change in such Potable Water affecting its compliance with any applicable water quality standards promulgated or established by any Governmental Authority, including without limitation any applicable Safe Drinking Water Act requirements

Section 3.2 GREEN BAY FACILITIES UP TO THE GREEN BAY/HOBART INTERCONNECT POINT OF DELIVERY. The Green Bay Water Utility shall provide, own, operate, maintain, repair and replace all necessary facilities to deliver Potable Water to the Point of Delivery at Hobart. The Green Bay Water Utility expressly represents and warrants that the water provided at the Green Bay/Hobart Point of Delivery shall be Potable Water that is treated and of a quality meeting or exceeding state and federal water quality standards, including applicable Safe Drinking Water Act requirements.

Section 3.3 PULASKI FACILITIES FROM THE HOBART / PULASKI POINT OF DELIVERY. Pulaski shall provide, own, operate, maintain, repair and replace all facilities including the Pulaski-Hobart Main from the Hobart/ Pulaski Point of Delivery which is located in Hobart to the Pulaski municipal boundaries and within Pulaski needed to take Potable Water from the Point of Delivery to Pulaski Customers.

Section 3.4 PRESSURE. Pulaski shall receive its supply of Potable Water at the Points of Delivery at pressures that will vary from time to time consistent with Prudent Utility Practice.

## ARTICLE IV

## MEASUREMENT OF WATER

Section 4.1 MEASUREMENT BY METERS. The volume of Potable Water sold by the Green Bay Water Utility to Pulaski shall be measured by meters located at approved Metering Points. The meters used shall be jointly selected by the Parties and shall meet the standards of the American Water Works Association.

Section 4.2 OWNERSHIP OF METERS. The meters shall be furnished and installed, owned, operated, maintained, repaired and replaced by the Green Bay Water Utility.

Section 4.3 LOCATION OF METERING POINTS. The Parties shall jointly select the locations of the Metering Points.

Section 4.4 OWNERSHIP OF METERING STRUCTURES. The Green Bay Water Utility shall determine whether a structure is necessary to house the meter located at the Metering Points in accordance with the standards of the American Water Works Association and/or are required by Prudent Utility Practice. If metering structures are necessary, Pulaski shall design, construct and install such facilities at its expense and in accordance with Prudent Utility Practice. Initial construction plans and specifications shall be submitted to the Green Bay Water Utility for review and approval, which shall not be unreasonably withheld. Thereafter, Pulaski shall own and maintain the structures deemed necessary to house the meters and related equipment consistent with Prudent Utility Practices. The Green Bay Water Utility shall have access to the Metering Structures upon three (3) hours prior notice to Pulaski.

Section 4.5 RECORDS OF METER READINGS. For the purposes of this Agreement, the official record of meter readings at the Metering Points shall be kept in an Electronic Billing System maintained by the representatives of the Green Bay Water Utility and kept in the offices of the Green Bay Water Utility. These records shall be available for inspection by Pulaski during normal business hours. Pulaski shall give the Green Bay Water Utility at least 24 hours notice of its intention to inspect the records.

Section 4.6 METER INSPECTION BY PULASKI. The meters shall be available for inspection and examination by designated agents of Pulaski at all reasonable times. Pulaski will have access to the Metering Points after providing 24-hour notice to the Green Bay Water Utility. The Green Bay Water Utility may bill Pulaski for any additional costs incurred by Green Bay outside of normal operations as a result of providing it with such access pursuant to this Section.

Section 4.7 CALIBRATION. At least once in each Fiscal Year, the Green Bay Water Utility shall calibrate it's meters measuring the delivery of Potable Water to Pulaski. The Green Bay Water Utility shall give Pulaski notice, not less than two (2) business days prior to the time of the calibration (which shall be conducted during normal business hours), so that Pulaski may have a representative present during the calibration. If a Pulaski representative is not present, the calibration and any necessary adjustment may proceed in the absence of such representative. If a check meter has been installed as contemplated by Section 4.8, such meter shall be calibrated by Pulaski at least once each Fiscal Year. Pulaski shall give the Green Bay Water Utility notice, not less than two (2) business days prior to the time of the calibration (which shall be conducted during normal business hours), so that the Green Bay Water Utility may have a representative present during the calibration. If a Green Bay representative is not present, the calibration and any necessary adjustment may proceed in the absence of such representative.

Section 4.8 CHECK METER. Pulaski may, at its option and its own expense, install, operate and maintain a check meter to check the meter maintained by the Green Bay Water Utility, but the measurement of Potable Water for the purpose of this Agreement shall be solely by the meter maintained by the Green Bay Water Utility under this Agreement, except in the case hereinafter specifically provided to the contrary. Any

such check meter shall be of the same make as the meter selected by the Parties pursuant to Section 4.1, and shall be subject at all reasonable times to inspection and examination by any designated employee or agent of the Green Bay Water Utility. The reading, calibration and adjustment of such check meter shall be performed only by Pulaski, but the Green Bay Water Utility shall be given notice of any calibration and adjustment of the meter; provided, however, that during any period when a check meter is being used under the provisions set forth below for measuring the amount of Potable Water delivered, the reading, calibration and adjustment of the check meter shall be performed by the Green Bay Water Utility with proper notification being given to Pulaski. The Green Bay Water Utility shall grant to Pulaski, at no cost, an easement at each respective Metering Point, including any structure at such Metering Point, sufficient to enable Pulaski to install, use, operate and maintain a check meter during the term of this Agreement. Pulaski shall have access to such Metering Point and check meter for examination and inspection after providing 24-hours notice to the Green Bay Water Utility. The Green Bay Water Utility may bill Pulaski for any additional costs incurred by the Green Bay Water Utility as a result of providing Pulaski with access pursuant to this Section.

Section 4.9 METER MALFUNCTIONS. If either Party at any time observes a variation of more than two (2.0%) percent between a meter and a check meter or any evidence of meter malfunction, such Party shall promptly notify the other Party, and the Parties shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The Party who discovers such variation or malfunction shall give the other Party notice not less than seventy-two (72) hours prior to the time of any test of any meter (which tests shall be conducted, if practical, during normal business hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of the representative.

Section 4.10 ADJUSTMENT OF CHARGES DUE TO METER MALFUNCTION. If, upon any inspection or test, any metering equipment is found to be out of service or the percentage inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof as well as charges for Potable Water based thereon shall be corrected, by agreement of the Parties based on the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable and, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event shall such period extend further back than a period of six (6) months. For such purposes, the best data available shall be deemed to be the registration of any meter or check meter if one has been installed and is accurately registering. Otherwise, the amount of Potable Water delivered during such period may be estimated (1) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or (2) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by reference to deliveries during the preceding periods under similar conditions

when the meter or meters were registering accurately. Billing adjustments related to meter malfunctions shall be handled in the same manner prescribed in Section 8.3(c).

Section 4.11 UNIT OF MEASUREMENT. The unit of measurement for Potable Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Green Bay Water Utility, Hobart and Pulaski otherwise agree, be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

## ARTICLE V

## CONSTRUCTION OR ACQUISITION OF FACILITIES

Section 5.1 INTERCONNECTION FACILITIES PLANS**.** As soon as practicable, Pulaski shall submit to the Green Bay Water Utility and Hobart for review and comment a draft of the plans and specifications for the design, construction and operation of the Interconnection Facilities. The Green Bay Water Utility and Hobart shall have a maximum of thirty (30) days to provide comments on the plans and specifications for the Interconnection Facilities. Pulaski shall incorporate such comments into its final plans and specifications to the extent they are reasonable and necessary for Pulaski to construct, maintain and operate the Interconnection Facilities and the Pulaski Waterworks System in accordance with Prudent Utility Practice.

Section 5.2 CONSTRUCTION INTERCONNECTION FACILITIES. Pulaski shall arrange for the financing and construction of the Interconnection Facilities in accordance with the approved plans and specifications therefore, and in accordance with the approvals contemplated by Section 16.2.

Section 5.3 CONNECTION OF PULASKI WATERWORKS SYSTEM TO THE GREEN BAY WATERWORKS SYSTEM. Upon completion of construction of the Interconnection Facilities, Green Bay and Hobart shall connect Pulaski's Waterworks System to the Hobart Waterworks System and the Green Bay Waterworks System when it may do so consistent with Prudent Utility Practice, and in no event shall such connection occur less than ten (10) days prior to the commencement of service hereunder. Pulaski shall reimburse Green Bay and Hobart for the actual costs incurred by the Green Bay Water Utility and Hobart in connecting Pulaski's Waterworks System to the Interconnection Facilities.

Section 5.4 AFTER CONNECTION**.** The Interconnection Facilities shall at all times be part of the sole and exclusive property of Pulaski subject to any maintenance and operational agreements into which the Parties may subsequently enter. Notwithstanding the ownership of the Pulaski-Hobart Main by Pulaski, in the event Hobart wishes to connect to the Pulaski-Hobart Main, provided Hobart obtains all consents legally required

to make such connection, Pulaski may not condition any consent on, nor will Hobart shall be obligated to reimburse Pulaski for any costs of installation of the Pulaski-Hobart Main.

## ARTICLE VI

## CAPITAL PROJECTS; ADDITIONAL POTABLE WATER; UNEXPECTED INVESTMENTS; FUTURE CAPITAL PROJECTS

Section 6.1 ADDITIONAL POTABLE WATER VOLUMES. If at any time during the term of this Agreement Pulaski's demand for Portable Water is forecast to exceed Pulaski's Maximum Day Water Demand set forth in ATTACHMENT "A" on a temporary or long-term basis, Pulaski shall request that the Green Bay Water Utility deliver Potable Water in excess of Pulaski's Maximum Day Water Demand, and the Green Bay Water Utility may not unreasonable deny such a request; provided, that such request would be reasonably denied by the Green Bay Water Utility if, among other things, such request could reasonably be expected to:

(a) Result in additional capital investment costs, or disproportionate increases in operation and maintenance costs or other costs to be incurred by the Green Bay Water Utility; or

(b) Limit the Green Bay Water Utility's ability to satisfy, at any time and under any circumstance, the Green Bay Water Utility's Maximum Day Demand, as projected at the time of such request by Pulaski, without any material increase in capital investment and without any material change in variable operating costs to be incurred by the Green Bay Water Utility; or

(c) Affect the Green Bay Water Utility's ability to operate the Green Bay Waterworks System in accordance with Prudent Utility Practice.

(d) Subject to the conditions set forth at Section 6.1(a) through (c), and to all other terms and conditions of this Agreement, the cost of Potable Water in excess of Pulaski's Maximum Day Water Demand delivered by the Green Bay Water Utility pursuant to this Section 6.1 shall be as established under Article VII.

(e) Limit or otherwise materially impact Hobart's ability to satisfy, at any time and under any circumstance, its maximum day potable water demand, as projected at the time of such request by Pulaski, without any material increase in capital investment and without any material change in variable operating costs; or

(f) If upon such a request from Pulaski the conditions of this Section 6.1 are not satisfied, then the Green Bay Water Utility's decision to provide volumes of Potable Water in excess of Pulaski's Maximum Day Water Demand as set forth in ATTACHMENT "A" shall be at the Green Bay Water Utility's sole discretion, and

shall be subject to all other provisions of this Agreement, including without limitation Section 6.1 and Section 10.3; provided, however, if the condition in Section 6.1(e) is not satisfied, the consent of Hobart shall be required.

Section 6.2 UNANTICIPATED GROWTH. If, during the term of this Agreement, Pulaski shall experience unanticipated growth in its demand for Potable Water:

(a) Pulaski shall pay for unexpected growth in its demand for Potable Water in excess of Pulaski's Maximum Day Water Demand as set forth in ATTACHMENT "A" hereto; provided, that if Pulaski's demand for Potable Water is anticipated to exceed Pulaski's Maximum Day Water Demand Pulaski shall request additional capacity from the Green Bay Water Utility as contemplated by Section 6.1 as soon as practicable.

(b) If, as contemplated by Section 6.1, the Green Bay Water Utility reasonably denies a request by Pulaski pursuant to Section 6.1, then Green Bay shall determine the capital investments in the Green Bay Waterworks System for the facilities that are required prior to January 1, 2046 in order for the Green Bay Water Utility to serve Pulaski's unanticipated level of growth in the volume of Potable Water required by Pulaski to serve all Pulaski Customers. As part of its determination, the Green Bay Water Utility shall evaluate whether Pulaski additional demand for Potable Water can be satisfied in a more cost-effective manner by use of Pulaski's wells.

(c) If the Green Bay Water Utility determines that capital investment in the Green Bay Waterworks System is necessary in order for the Green Bay Water Utility to satisfy Pulaski's additional demand for Potable Water then upon written notice to Pulaski, the Green Bay Water Utility shall seek all necessary Governmental Authority approvals with respect to the construction of such facilities; provided, that Pulaski shall be allowed to review and comment on any PSC application before it is submitted by the Green Bay Water Utility. Within thirty (30) days after receiving notice from the Green Bay Water Utility confirming the need for the construction of such facilities and describing the estimated cost of such facilities, the Green Bay Water Utility and Pulaski shall meet to discuss and negotiate payment arrangements for Pulaski to pay for the costs associated with the construction of such facilities.

(d) If the Green Bay Water Utility provides written notice to Pulaski that it cannot or will not provide Potable Water to Pulaski in excess of Pulaski's Maximum Day Water Demand in order to meet all or any portion of Pulaski's unanticipated growth in demand for Potable Water, Pulaski may then acquire Potable Water from a source other than the Green Bay Water Utility in order to satisfy such portion of its demand for Potable Water in excess of Pulaski's Maximum Day Water Demand.

Section 6.3 OTHER UNANTICIPATED EVENTS. Capital investments in the Green Bay Waterworks System required prior to January 1, 2046 for facilities related to unanticipated events affecting both the Green Bay Water Utility and Pulaski such as more stringent water quality standards, shall be paid in cash by Pulaski in the manner contemplated in Section 6.2(c), provided, however, that Pulaski shall be responsible only for the percentage of such costs that are attributable to the Green Bay Water Utility's provision of service to Pulaski hereunder. Such percentage shall, during each Fiscal Year of the term of this Agreement, be equivalent to the number of gallons of Potable Water actually delivered by the Green Bay Water Utility to Pulaski hereunder during the most recently completed Fiscal Year, divided by the number of gallons of Potable Water actually delivered by the Green Bay Water Utility to all Green Bay Customers during the most recently completed Fiscal Year.

Section 6.4 POST-TERM SERVICE. Any service provided to Pulaski after December 31, 2045 shall be conditioned upon the continued effectiveness of this Agreement, and upon the Green Bay Water Utility's ability to provide such service consistent with Section 6.5 hereof without jeopardizing its ability to adequately serve and satisfy the then-projected Green Bay Water Utility's Maximum Day Water Demand at reasonable, PSC-approved rates and to operate the Green Bay Waterworks System in accordance with Prudent Utility Practice.

Section 6.5 FUTURE CAPITAL PROJECTS. As the need for Future Capital Projects arises from time to time in order for Green Bay to continue its delivery of Potable Water to Pulaski and for Hobart to continue to convey that water to Pulaski as made and provided hereunder after December 31, 2045, the Parties agree that the continued effectiveness of this Agreement, and the Green Bay Water Utility's continued obligation to provide water service to Pulaski and Hobart's continued obligation to convey water from Green Bay to Pulaski through the Hobart Water Works System will remain contingent upon the following:

(a) PSC approval of Pulaski's obligation to pay, up-front, for its pro-rata share of all Future Capital Project Costs, and/or the Green Bay Water Utility's ability to rely upon expected revenue collected from Pulaski after December 31, 2045, pursuant to PSC-approved wholesale rates, as a guaranteed source for the ultimate repayment of all Future Capital Project Costs; and

(b) PSC approval of Pulaski's obligation to pay, up front, for its pro-rata share of all Future Capital Project Costs associated with any expansion of Hobart's Waterworks System to accommodate any increase in Pulaski's Maximum Day Water Demand as set forth on ATTACHMENT "A" hereto.

## ARTICLE VII

## PRICES AND TERMS OF PAYMENT

Section 7.1 MEASURED CONSUMPTION. The Green Bay Water Utility will bill Pulaski based on meter readings as provided for in Article IV. Meter readings for each Metering Point shall be billed separately. Billing hereunder shall be monthly.

Section 7.2 COST OF WATER GENERALLY. Through December 31, 2045, the cost for Potable Water purchased from the Green Bay Water Utility by Pulaski hereunder shall equal the total metered consumption as determined by Section 7.1 multiplied by the applicable volume rate in force as determined by Section 7.3.

Section 7.3 WHOLESALE POTABLE WATER RATE. Wholesale Water Service shall be furnished to Pulaski by the Green Bay Water Utility at the initial volume rate per thousand gallons as set forth on ATTACHMENT "A", subject to any intervening PSC rate increases. Any future adjustment or modification of the Conveyance Charge shall be subject to prior approval by the PSC. In future rate proceedings before the PSC, the wholesale rate hereunder shall be increased or decreased by the same percentage increase or decrease of the lowest rate approved by the PSC for any Green Bay Retail Customer, as set forth on the Green Bay Water Utility's General Service - Metered Schedule (MG-1), or any subsequent replacement tariff on file with the PSC. The rate established hereunder does not include Water Conveyance Charge to be imposed by Hobart for the transmission of Potable Water from Green Bay through that portion of the Interconnection Facilities owned, operated and maintained by Hobart in the manner provided in Section 7.5 hereof.

Section 7.4 RATE APPLICATION. On or before June 1, 2045, the Green Bay Water Utility shall file a rate application with the PSC requesting that the PSC establish wholesale rates, and approve all non-rate terms, conditions and service standards, for its continued wholesale sales of Potable Water to Pulaski hereunder effective January 1, 2046.

Section 7.5 HOBART WATER CONVEYANCE CHARGE. The initial fee to be charged to Pulaski by Hobart for the transmission of potable water from the Green Bay Water Utility to Pulaski through the Hobart Waterworks System as a Water Conveyance Charge shall be at the initial volume rate per thousand gallons as set forth on ATTACHMENT "A". Any future adjustment or modification of the Water Conveyance Charge shall be subject to prior approval by the PSC.

Section 7.6 PSC SET RATES AND TERMS BEGINNING IN 2046. For the period beginning January 1, 2046, the applicable wholesale water rate in effect for all sales of Potable Water by the Green Bay Water Utility to Pulaski and all applicable non-rate terms, conditions and standards governing such service, shall be established by the PSC pursuant to PSC regulation utilizing the application of standard rate-making and regulatory principles and procedures.

## ARTICLE VIII

## COMMENCEMENT OF SERVICE AND BILLING

Section 8.1 COMMENCEMENT OF SERVICE. Subject to all other terms and conditions set forth herein, the Green Bay Water Utility shall deliver Potable Water to Pulaski as soon as practicable upon satisfaction of all of the following contingencies set forth hereinbelow. Hobart's obligations under this Agreement shall not commence until the condition in this Section 8.1 have been met and the Green Bay Water Utility commences delivery of Potable Water to Pulaski.:

(a) The Parties obtain all necessary Governmental Approvals set forth in Sections 17.1 through 17.5.

(b) This Agreement remains in full force and effect and the Parties have remained in compliance with all terms and conditions of the Agreement.

(c) The Green Bay Water Utility has constructed all Capital Projects that are required prior to the commencement of service hereunder.

(d) Pulaski has constructed or made all improvements to Pulaski's Waterworks System necessary prior to acceptance of Potable Water delivered by the Green Bay Water Utility as contemplated hereunder.

(e) Pulaski has constructed the Interconnection Facilities as contemplated by Section 5.3 hereof.

(f) The Green Bay Waterworks System has been connected to Pulaski's Waterworks System as contemplated by Section 5.3, such that the Green Bay Water Utility is able to deliver Potable Water to Pulaski through Hobart, and Pulaski is able to accept delivery of Potable Water from the Green Bay Water Utility.

(g) Once the Parties have obtained all necessary Government Approvals set forth in Sections 17.1 through 17.5, the Parties shall use their best efforts to ensure that the Green Bay Water Utility's delivery of Potable Water to Pulaski hereunder through Hobart commences upon completion of the interconnection facilities.

Section 8.2 BILLS AND DUE DATE. The Green Bay Water Utility shall bill Pulaski for water service on a monthly basis. Hobart shall separately bill Pulaski for the Water Conveyance Charge on a quarterly basis. Bills shall be sent on or before the 10th day of the first month of the next immediate month following the month in which service is provided. Pulaski shall pay all bills in full within 21 days of receipt.

Section 8.3 DISPUTED INVOICES. In the event Pulaski shall dispute any monthly invoice from either the Green Bay Water Utility or Hobart, or both, the following process and procedures shall apply:

(a) If Pulaski desires to dispute all or any part of an invoice for either the Green Bay Water Utility or Hobart, or both, it shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the billing Party that charges are disputed, the grounds for dispute and the amount in dispute. Except as contemplated by Section 4.11, no adjustment or relief on account of any disputed charges shall be available to Pulaski unless the written notification described herein is provided at the time the bill is paid; provided, however, that if the grounds for such dispute were not timely discovered by Pulaski despite its exercise of Prudent Utility Practices, then within fifteen (15) days of discovering the grounds for a dispute Pulaski may provide billing Party with written notification of the dispute along with an explanation of the circumstances resulting in delay of discovery.

(b) Upon receipt of such dispute notification, representatives of the Parties shall meet within ten (10) business days to resolve such dispute. The Parties shall, if necessary, continue efforts to resolve the dispute using the procedure set forth in Article XIII.

(c) In the event that it is determined that Pulaski has been over-billed or under-billed, an appropriate credit or debit shall be reflected in the next bill or bills issued by the billing Party, and such credit or debit shall accrue interest at the rate set out in Section 8.4 commencing as of the date on which the disputed bill was originally due.

Section 8.4 DEFAULT; INTEREST ON OVERDUE PAYMENTS. If Pulaski fails to make any payment required under this Contract on or before its due date, it shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the lower of the following rate from the date such payment becomes due until paid in full with interest as herein specified:

(a) The rate authorized by the PSC or

(b) One (1%) percent per month compounded monthly at the then authorized rate.

## ARTICLE IX

## COVENANTS OF GREEN BAY

Section 9.1 LIMITATION ON SERVICE**.** Green Bay and the Green Bay Water Utility disclaim any duty, obligation or responsibility to provide Potable Water to Pulaski except as expressly provided in this Agreement.

Section 9.2 PRUDENT UTILITY PRACTICE. The Green Bay Water Utility shall, at all times during the term of this Agreement, own, operate, maintain, repair and replace all portions of the Green Bay Waterworks System in a manner consistent with Prudent Utility Practice.

## ARTICLE X

## COVENANTS OF HOBART

Section 10.1 LIMITATION ON SERVICE. Hobart disclaims any duty, obligation or responsibility to transmit Potable Water from Green Bay to Pulaski except as expressly provided in this Agreement.

Section 10.2 PRUDENT UTILITY PRACTICE. Hobart shall, at all times during the term of this Agreement, own, operate, maintain, repair and replace all portions of the Hobart Waterworks System related to the transmission of Potable Water from Green Bay to Pulaski hereunder in a manner consistent with Prudent Utility Practice.

## ARTICLE XI

## COVENANTS OF PULASKI

Section 11.1 EXCLUSIVE SERVICE Except as expressly contemplated by Article II, Section 10.3 or as otherwise expressly contemplated herein, during the term of this Agreement the Green Bay Water Utility shall be the exclusive source of Potable Water used by Pulaski in order to serve Pulaski Customers, as defined in Section 1.1(ee) hereof. During the term of this Agreement, Pulaski may only maintain and operate Pulaski's wells, and may only use water from Pulaski's wells, under and upon the following:

(a) Use in the minimum amount necessary to keep the wells in an active, non-abandoned status;

(b) Use for standby purposes including but not limited to fire protection, emergency services, responses to Force Majeure events, emergency or maintenance shut off as contemplated by Section 2.2, and curtailment as contemplated by Section 2.3;

(c) Use to satisfy an unanticipated level of growth in the volume of Potable Water required by Pulaski, but only if authorized in writing by the Green Bay Water Utility as contemplated under Section 6.2;

(d) Such other use for which the Green Bay Water Utility provides prior express written consent at its discretion.

Section 11.2 LIMITED SERVICE**.** Pulaski acknowledges that Green Bay and the Green Bay Water Utility have absolutely no duty, obligation or responsibility to provide water to Pulaski except as expressly set forth in this Agreement. Pulaski further acknowledges that Hobart has absolutely no duty to transmit Potable Water from Green Bay to Pulaski through the Hobart Waterworks System except as expressly set forth in this Agreement.

Section 11.3 SERVICE AREA EXPANSIONS. Pulaski acknowledges that while its demand for Potable Water may increase through annexations, boundary modifications, extra-territorial water sales agreements or other extensions of water service beyond the limits of its corporate municipal boundaries in effect as of the date of this Agreement and/or beyond the limits of any extra-territorial water sales agreements in effect as of the date of this Agreement, any such service area expansion shall not entitle Pulaski to purchase and accept delivery of a volume of Potable Water from the Green Bay Water Utility in excess of Pulaski's Maximum Day Water Demand without the prior express written consent of the Green Bay Water Utility, which consent shall be subject to, among other things, the process contemplated under Section 6.2. If Pulaski's service area expansion is the result of an extra-territorial water sales agreement, Pulaski shall not enter into such an expansion without the prior written consent of the Green Bay Water Utility and Hobart nor without following the process contemplated by Section 6.2.

Section 11.4 UNEXPECTED AGREEMENT TERMINATION. Pulaski acknowledges that after the Green Bay Water Utility obtains the PSC approvals described in Sections 17.1, 17.2 and 17.5, all Capital Project Costs incurred by the Green Bay Water Utility, including additional costs the Green Bay Water Utility may incur as contemplated by Sections 6.2 through 6.4, shall be incurred by the Green Bay Water Utility in reasonable reliance upon Pulaski's continued satisfaction of all of its duties and obligations hereunder. If, after such PSC approvals are obtained from time to time, this Agreement is terminated for any reason, other than a default by Green Bay or the Green Bay Water Utility, at a point in time by which Pulaski has not yet accepted delivery of and paid for a sufficient amount of Potable Water such that the Green Bay Water Utility has fully recovered, in the form of revenue collected hereunder, the total amount of the Capital Project Costs and all operating and other costs legally incurred by the Green Bay Water Utility to date in connection with the performance of its obligations hereunder, then, within ninety (90) days of such Agreement termination, and without limiting any other rights which Green Bay or the Green Bay Water Utility may have hereunder or at law or equity, Pulaski shall pay to the Green Bay Water Utility an amount of cash equal to the difference between such Costs and such Revenue.

Section 11.5 LIMITED PARTICIPATION IN PSC PROCEEDINGS.

(a) During the term of this Agreement, Pulaski may commence or participate in PSC proceedings involving the Green Bay Water Utility or Hobart in order to allege in good faith that either or both the Green Bay Water Utility and/or Hobart has failed to honor its obligations under this Agreement or to otherwise attempt in good faith to protect its perceived interests. However, Pulaski shall not, in any PSC proceeding:

(1) Take or advance any position that is inconsistent with this Agreement; nor

(2) Take or advance any position that is inconsistent with, or that would other-wise undermine, contravene or circumvent PSC approvals or rulings obtained by the Parties in connection with this Agreement.

(b) Pulaski may participate before the PSC with respect to any dispute over costs attributed by the Green Bay Water Utility to Pulaski as contemplated by Section 6.3(c) and Section 6.4, but only to the extent that there is a dispute over the amount of costs that Pulaski must reimburse the Green Bay Water Utility as contemplated by those Sections.

(c) Pulaski may participate in the PSC proceeding contemplated by Section 16.1 and shall use its best efforts to cooperate in obtaining the PSC approvals and ruling contemplated therein.

Section 11.6 PULASKI BUDGET CONSIDERATION. During the term of this Agreement, Pulaski covenants that it will include provisions for payment of all of its financial obligations to Green Bay and Hobart under this Agreement in each fiscal year budget presented for final approval by its Village Board. In the event that such provisions are not approved by the Pulaski Village Board as part of its approval and adoption of any final budget for any fiscal year, Pulaski shall provide written notice of such circumstance to the Green Bay Water Utility and Hobart within seven (7) days of such event.

Section 11.7 PULASKI TO MAINTAIN ITS UTILITY OBLIGATION. During the term of this Agreement, Pulaski shall not, without the prior written consent of the Green Bay Water Utility, which shall be granted at the Green Bay Water Utility's sole discretion, abandon, sell, or otherwise dispose of or discontinue all or any portion of its obligations and duties as a default retail or wholesale water utility service provider to all Pulaski Customers within the municipal boundaries of Pulaski, as such boundaries existed on the Effective Date of this Agreement, unless such action by Pulaski is due to either Force Majeure or decisions by Pulaski Customers to reduce or terminate their purchase of Potable Water from Pulaski.

Section 11.8 CERTAIN PULASKI ACTIONS. During the term of this Agreement Pulaski shall not, without the prior written consent of the Green Bay Water Utility and/or Hobart, which consent shall not be unreasonably withheld, provided that such consent shall be reasonably withheld if Green Bay or Hobart reasonably determines that such proposed Pulaski actions would either render Pulaski unable to satisfy all of its duties and obligations hereunder, affect the Green Bay Water Utility's ability to operate the Green Bay Waterworks System or affect the Hobart Waterworks System or Hobart's ability to operate the Hobart Waterworks System in accordance with Prudent Utility Practice:

(a) Merge or consolidate with one or more other public utilities.

(b) Transfer ownership or operational control over all or any portion of the Pulaski Waterworks System.

(c) Provide, sell or distribute potable water acquired hereunder to another municipal water utility without the prior written consent of Green Bay.

Section 11.9 AGREEMENT TO ABIDE BY RULES AND REGULATIONS. Pulaski shall abide by the "Rules and Regulations" of the Green Bay Water Utility on file with the PSC and as amended from time to time, to the extent such "Rules and Regulations" are applicable to Green Bay's provision of water service to Pulaski hereunder. If any provision of this Agreement contradicts any provision of such "Rules and Regulations", the provisions of this Agreement shall control.

Section 11.10 PRUDENT UTILITY PRACTICES. Pulaski shall, at all times during the term of this Agreement, own, operate, maintain, repair and replace all portions of the Pulaski Waterworks System in a manner consistent with Prudent Utility Practice.

## ARTICLE XII

## DEFAULTS; FORCE MAJEURE

Section 12.1 GREEN BAY DEFAULTS. Failure by Green Bay to deliver Potable Water to Pulaski as required by this Agreement shall be an immediate default under this Agreement except to the extent that such failure is excused due to Force Majeure. Failure of Green Bay or the Green Bay Water Utility to perform any other obligation under this Agreement and the continuation of that failure to perform for thirty (30) days after written notice from Pulaski to Green Bay of such failure shall be a default of Green Bay or the Green Bay Water Utility under this Agreement, except to the extent that such failure is excused due to Force Majeure. If Green Bay or the Green Bay Water Utility defaults under this Agreement, Pulaski may (a) immediately bring an action against Green Bay or the Green Bay Water Utility, which may be an action for money damages or for any other legal or equitable remedy available; or (b) follow the dispute resolution procedure set forth in Article XIV. Election of any remedy shall not be a waiver of any other remedy.

Section 12.2 HOBART DEFAULTS. Failure by Hobart to transmit and transport Potable Water from Green Bay to Pulaski as required by this Agreement shall be an immediate default under this Agreement except to the extent that such failure is excused due to Force Majeure or otherwise allowed under the terms of this Agreement. Failure by Hobart to perform any other obligation under this Agreement and the continuation of that failure to perform for thirty (30) days after written notice from Pulaski to Hobart of such failure shall be a default of Hobart under this Agreement, except to the extent that such failure is excused due to Force Majeure. If Hobart defaults under this Agreement, Pulaski may (a) immediately bring an action against Hobart, which may be an action for money damages or for any other legal or equitable remedy available; or (b) follow the dispute resolution procedure set forth in Article XIV.

Section 12.3 PULASKI DEFAULTS. Failure by Pulaski to timely pay for Potable Water delivered under the terms of this Agreement as required by this Agreement shall be an immediate default under this Agreement. Failure by Pulaski to perform any other obligation under this Agreement and the continuation of that failure to perform for thirty (30) days after written notice from either or both the Green Bay Water Utility and/or Hobart to Pulaski of such failure shall also be a default of Pulaski under this Agreement, except to the extent that such failure is excused due to Force Majeure. If Pulaski defaults under this Agreement, either or both Green Bay and/or Hobart shall have the option of (a) suspending performance in whole or in part under this Agreement if such suspension does not suspend the delivery of water hereunder; (b) bringing an action against Pulaski, which may be an action for money damages or for any other legal or equitable remedy available; or (c) following the dispute resolution procedure set forth in Article XIV. Election of any remedy shall not be a waiver of any other remedy.

Section 12.4 FORCE MAJEURE. In case by reason of Force Majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice to perform under this Agreement shall, so far as it is affected by such Force Majeure, be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding anything in this Agreement to the contrary, no payment obligation arising under this Agreement prior to the date of an event of Force Majeure shall be excused by such event of Force Majeure. The burden of proof shall be on any Party claiming excuse from performance by reason of Force Majeure. During periods of Force Majeure, Pulaski may obtain water from a third party source to the extent that the Green Bay Water Utility is unable to deliver the volume of Potable Water contemplated by this Agreement; provided, that Pulaski has installed all necessary backflow protection equipment at every Point of Delivery, and that Pulaski operates and maintains such equipment in accordance with Prudent Utility Practice, and that Pulaski resumes its exclusive purchase of Potable Water hereunder as soon as such Force Majeure period ends.

## ARTICLE XIII

## RISK OF LOSS AND INDEMNIFICATION

Section 13.1 RISK OF LOSS BY PULASKI**.** As between and among Green Bay, the Green Bay Water Utility and Hobart and Pulaski, Pulaski shall be responsible for and shall bear the full risk of loss with respect to any loss of or damage to any property located on Pulaski's side of the Hobart/Pulaski Point of Delivery, including any real property within the corporate municipal boundaries of either Green Bay or Hobart to which Pulaski is granted use and access to by easement pursuant to Section 16.5, any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership or leasing, operation or maintenance of any property of Pulaski on Pulaski's side of Hobart / Pulaski Point of Delivery, including any real property within the corporate municipal boundaries of either or both Green Bay or Hobart to which Pulaski is granted use and access to by easement pursuant to Section 16.5; and with respect to any personal injury or death, or loss of or damage to any other property arising out of the construction required by hereunder by Pulaski; provided, however, that Pulaski shall not be responsible to the extent any such loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Green Bay or the Green Bay Water Utility or Hobart. Hobart shall bear no risk of loss for any property or personal injury damage except as expressly set forth in this Article XIII and only to the extent such loss is the direct result of Hobart's negligence or willful misconduct. Hobart shall be promptly indemnified and held harmless by any Party whose conduct causes or contributes to such loss.

Section 13.2 RISK OF LOSS BY GREEN BAY. As between Pulaski and Green Bay, Green Bay shall, except as provided in the preceding paragraph, be responsible for and shall bear the full risk of loss (i) with respect to any loss of or damage to any property located on Green Bay's side of the Green Bay/Hobart Point of Delivery, including any real property within Pulaski's corporate municipal boundary to which the Green Bay Water Utility is granted use and access by easement pursuant to Section 16.5, any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership, operation or maintenance of any property of Green Bay or the Green Bay Water Utility on Green Bay's side of the Green Bay/Hobart Point of Delivery, including any real property within or outside of Pulaski's corporate municipal boundary to which the Green Bay Water Utility is granted use and access by easement pursuant to Section 16.5, and any personal injury or death, or loss of or damage to any other property arising out of the satisfaction by Green Bay of any obligation of the Green Bay Water Utility hereunder; provided, however, that Green Bay nor the Green Bay Water Utility shall not be responsible for any such loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Pulaski.

Section 13.3 INDEMNIFICATION BY PULASKI. Pulaski shall defend, indemnify and hold harmless Green Bay, the Green Bay Water Utility, Hobart and their Associated Parties against and from any third party Claim or Indemnifiable Cost arising out of any

injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of, property belonging to Green Bay, the Green Bay Water Utility, Hobart and Pulaski or others (each a "Claim"), resulting from or attributable to the negligence or willful misconduct of Pulaski, resulting from or attributable to the breach of any of Pulaski's representations or warranties contained herein, or resulting from, arising out of, or in any way connected with the performance of, or failure to perform, any Pulaski obligation under this Agreement, excepting in each case any Indemnifiable Cost to the extent it is caused by Force Majeure or the negligence or willful misconduct of Green Bay, the Green Bay Water Utility, Hobart or their Associated Parties. Pulaski shall also defend, indemnify and hold harmless Green Bay, the Green Bay Water Utility, Hobart and their Associated Parties against and from any Indemnifiable Cost arising out of claims of any third party, or any direct or indirect customer of Pulaski arising out of or relating to any alleged obligation, duty or responsibility of Green Bay or the Green Bay Water Utility to provide water service to Pulaski or any third party except as expressly contemplated by this Agreement.

Section 13.4 INDEMNIFICATION BY GREEN BAY. Green Bay shall defend, indemnify and hold harmless Pulaski and Hobart and its agents from and against any Indemnifiable Cost arising out of any Claim resulting from or attributable to the negligence or willful misconduct of Green Bay, the Green Bay Water Utility or their Associated Parties resulting from or attributable to the breach of any of Green Bay's representations or warranties contained herein, or resulting from, arising out of, or in any way connected with the performance of, or failure to perform any obligation of Green Bay or the Green Bay Water Utility under this Agreement, excepting in each case any Indemnifiable Cost to the extent it is caused by Force Majeure or the negligence or willful misconduct of Pulaski or its agents.

Section 13.5 INDEMNIFICATION BY HOBART. Hobart shall defend, indemnify and hold harmless Pulaski, Green Bay, the Green Bay Water Utility and its agents from and against any Indemnifiable Cost arising out of any third party Claim resulting solely from to the negligence or willful misconduct of Hobart or its Associated Parties and only to the extent of Hobart's adjudicated proportional responsibility. Hobart shall have no duty to indemnify for any Claim or any Indemnifiable Cost to the extent it is caused by Force Majeure or the negligence or willful misconduct of Pulaski, Green Bay, the Green Bay Water Utility or their agents.

Section 13.6 INDEMNIFICATION BY THE PARTIES. If, due to the joint, concurring, comparative or contributory negligence or willful misconduct of the Parties or their agents, either Party incurs any Indemnifiable Cost arising out of any Claim, such Indemnifiable Cost shall be allocated between the Parties in proportion to their respective degrees of negligence or willful misconduct contributing to such Claim, as finally adjudicated or by agreement of the Parties.

Section 13.7 NOT EMPLOYEES No Party hereto nor such Party's agents or employees shall be deemed an employee of the any other Party hereto. No Party shall bring any claim against any other Party or such Party's Associated Parties with respect to

any liability for compensation under any applicable state or federal Worker's Compensation Act, including Worker's Compensation and/or employer's liability claims of employees. Each Party shall be liable for all claims of the Party's own employees and/or other Agent arising under any provision of any Workers' Compensation Law.

Section 13.8 NOTICE AND PARTICIPATION. With respect to any claim of indemnification hereunder:

(a) If any Party entitled to indemnification hereunder (the "Indemnified Party") intends to seek indemnification under this Article from any other Party (the "Indemnifying Party") with respect to any Claim, the Indemnified Party shall give the Indemnifying Party notice of such Claim upon the receipt of actual knowledge or information by the Indemnified Party of any possible Claim or of the commencement of such Claim, which notice shall in no event be later than thirty (30) days prior to the last day for responding to such Claim. The Indemnifying Party shall have no liability under this Article for any Claim for which such notice is not provided, to the extent that the failure to give such notice materially impairs the ability of the Indemnifying Party to respond to or to defend the Claim.

(b) The Indemnifying Party shall have the right to assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such proceeding include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Claim on behalf of such Indemnified Party, and the Indemnifying Party shall be responsible for the reasonable fees and expenses of such separate counsel.

(c) Should any Indemnified Party be entitled to indemnification under this Article as a result of a Claim by a third party, and should the Indemnifying Party fail to assume the defense of such Claim within a reasonable period of time, the Indemnified Party may, at the expense of the Indemnifying Party, contest (or, with or without the prior consent of the Indemnifying Party, settle) such Claim.

(d) Except to the extent expressly provided otherwise herein, no Indemnified Party shall settle any Claim with respect to which it has sought or is entitled to seek indemnification pursuant to this Article unless (i) it has obtained the prior written consent of the Indemnifying Party, or (ii) the Indemnifying Party has failed to provide, within a reasonable period of time, security, in a form reasonably satisfactory to the Indemnified Party, securing the payment of any Indemnifiable Cost, up to the amount of the proposed settlement.

(e) Except to the extent expressly provided otherwise herein, no Indemnifying Party shall settle any Claim with respect to which it may be liable to provide indemnification pursuant to this Article without the prior written consent of the Indemnified Party, provided, however, that if the Indemnifying Party has reached a bona fide settlement agreement with the plaintiff(s) in any such proceeding, which settlement includes a full release of the Indemnified Party for any and all liability with respect to such Claim, and the Indemnified Party does not consent to such settlement agreement, then the dollar amount specified in the settlement agreement, plus the Indemnified Party's reasonable legal fees and other costs related to the defense of the Claim incurred prior to the date of such settlement agreement, shall act as an absolute maximum limit on the indemnification obligation of the Indemnifying Party with respect to the Claim, or portion thereof, that is the subject of such settlement agreement.

Section 13.9 NET AMOUNT. In the event that an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Indemnifiable Cost, net of any insurance or other recovery actually received by the Indemnified Party.

Section 13.10 ASSERTION OF CLAIMS. No Claim of any kind shall be asserted against any Party hereto or such Party's agents, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, unless it is filed in a court of competent jurisdiction, or a demand for arbitration is made, within the applicable statute of limitations period for such Claim.

Section 13.11 NO RELEASE OF INSURERS. The provisions of this Article shall not be deemed or construed to release any insurer from its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. No obligation of any Party to indemnify, defend, or pay damages under this Article shall arise until all applicable insurance maintained by that Party, including required additional insured coverage, has been exhausted with respect to the subject claim

Section 13.12 SURVIVAL OF OBLIGATION. The duty to indemnify under this Article shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any loss, liability, damage or other expense based on facts or conditions which occurred prior to such termination. In addition to the survival of indemnification obligations, all limitations of liability, insurance requirements, defense rights, and procedural protections afforded to any Party under this Article shall survive any expiration or termination of this Agreement.

Section 13.13 LIMITATION OF LIABILITY**.** For breach or default of any provision of this Agreement for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. Neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or

indirect damages, or lost profits. The limitations herein imposed on remedies and the measure of damages is without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. Notwithstanding anything in this Agreement to the contrary, Hobart's aggregate liability for any and all claims, losses, or damages arising hereunder shall not exceed the greater of Hobart's insurance coverage available to satisfy such claim or the total Water Conveyance Charges paid by Pulaski under this Agreement during the preceding twelve (12) months, except for liability arising from Hobart's willful misconduct. Nothing in this Section shall limit a Party's right to receive full indemnity as provided in this Agreement. EXCEPT AS SET FORTH IN THE CONTRACT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER OF THE CONTRACT.

## ARTICLE XIV

## DISPUTE RESOLUTION

Section 14.1 DISPUTE RESOLUTION. A dispute or controversy between or among any Party hereto regarding any matter relating to this Agreement shall be resolved in accordance with this Article except as otherwise provided in this Agreement.

Section 14.2 NOTICE OF DISPUTE AND INITIAL MEETING. If a dispute or controversy arises regarding any matter relating to this Agreement, any Party may send a written notice to any other Party identifying the nature and underlying facts of the dispute. Within thirty (30) days of the date written notice is delivered, a meeting between the Parties shall be held to attempt in good faith to negotiate a resolution of the dispute or controversy.

Section 14.3 MEDIATION. If the Parties have not succeeded in resolving the dispute or controversy at the initial meeting, or if the Parties have not held an initial meeting within thirty (30) days after the date of delivery of the written notice, the Parties may choose to proceed to mediation in accordance with this Paragraph. The Parties shall jointly appoint a mutually acceptable neutral person not affiliated with either Party (the "Mediator") to conduct the mediation. The fees of the Mediator shall be shared equally by the Parties. If the Parties are unable to agree upon the selection of a Mediator within twenty (20) days after the initial meeting, or if no initial meeting was held, within fifty (50) days after the delivery of the written notice required by Section 14.2, the Parties shall either request that the Brown County Circuit Court shall select the Mediator or, in the alternative, proceed with other forms of dispute resolution. In consultation with the Parties, the Mediator will select or devise the mediation procedure to be held in Brown County, Wisconsin, by which the Parties will attempt to resolve the dispute or controversy. In consultation with the Parties, the Mediator will also select a date and time for the

mediation and a date by which the mediation will be completed. The Parties shall participate in good faith in the mediation to its conclusion as designated by the Mediator. If the Parties are not successful in resolving the dispute or controversy through the mediation, then the Parties may agree in writing to resolve the dispute by binding arbitration or, if no written agreement to resort to binding arbitration is reached by the Parties, the dispute may be resolved by litigation or other appropriate means.

Section 14.4 MEDIATION COSTS. Except as expressly provided herein, each Party shall bear its own costs associated with dispute resolution, including attorneys' fees and litigation expenses, unless such fees and expenses are awarded to the prevailing Party by a court or other Governmental Authority.

Section 14.5 ATTORNEY FEES.

(a) In the event of any litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such litigation. For the purposes of this provision, the "prevailing party" shall be defined as the party who, prior to the commencement of litigation, made a written offer to settle the dispute, and subsequently receives a judgment or award that is more favorable than the terms of the offer made.

(b) Conditions for Awarding Attorney Fees:

1. Pre-Litigation Offer: The party seeking to be recognized as the prevailing party must have made a bona fide written offer to settle the dispute prior to the initiation of litigation. This offer must be communicated to the opposing party in a manner consistent with the notice provisions of this Agreement.

2. More Favorable Award: The judgment or award received by the party claiming to be the prevailing party must be more favorable than the settlement offer made. The determination of whether the award is more favorable shall be based on the net monetary recovery, including any offsets or counterclaims.

3. Documentation: The party claiming attorney fees must provide documentation of the settlement offer and the final judgment or award to substantiate the claim for attorney fees.

4. Court Determination: The determination of the prevailing party and the reasonableness of the attorney fees shall be made by the court or arbitrator presiding over the litigation.

(c) Purpose. This provision is intended to encourage the resolution of disputes without the need for litigation and to ensure that the party who is willing to settle on reasonable terms is not penalized by the costs of litigation.

(d) Enforceability: This provision shall be enforceable to the fullest extent permitted by law and shall survive the termination or expiration of this Agreement.

(d) Notice: All notices related to this provision shall be made in accordance with Article XV of this Agreement.

## ARTICLE XV

## NOTICES

Section 15.1 REQUIREMENT FOR NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to the Parties either in person or by United States mail via registered mail, return receipt requested, postage prepaid, addressed to the principal office thereof. Any action hereunder to be taken by any Party hereto may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Parties' Clerk.

Section 15.2 NOTICES DEEMED DELIVERED. Unless expressly provided otherwise herein, all notices and other communications in connection with this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, overnight express delivery, or mailed by United States registered mail or certified mail, postage prepaid, properly addressed to the Parties, respectively, as follows:

For notices and communications to Green Bay:

City of Green Bay
Office of Mayor
100 N. Jefferson Street
Green Bay, WI 54301

And

Green Bay Water Utility
Attn: General Manager
631 So. Adams Street
Green Bay, WI 54301

For notice and communications to Hobart:

Village of Hobart
Village President
2990 South Pine Tree Road
Hobart, WI 54155

And

Village of Hobart
Village Administrator
2990 South Pine Tree Road
Hobart, WI 54155

For notices and communications to Pulaski:

Village of Pulaski
Village President
585 E Glenbrook Dr
Pulaski, Wisconsin 54162

And

Village of Pulaski
Village Clerk
585 E Glenbrook Dr
Pulaski, Wisconsin 54162

Section 15.3 CHANGE OF ADDRESS. By notice complying with the foregoing requirements of this Section, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

## ARTICLE XVI

## REPRESENTATIONS AND WARRANTIES, OPINIONS, COOPERATION

Section 16.1 REPRESENTATIONS AND WARRANTIES OF PULASKI. Pulaski represents and warrants:

(a) That Pulaski is a political subdivision and body public and corporate of the State of Wisconsin and is fully authorized and empowered under the laws of the State of Wisconsin to enter into this Agreement and to perform its obligations hereunder,

(b) That no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Agreement for Pulaski to enter into this Agreement and to perform its obligations hereunder,

(c) That there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority pending or threatened against or affecting Pulaski or the Pulaski Waterworks System which seeks to prohibit, restrain or enjoin Pulaski from entering into or complying with its obligations contained in this Agreement, including payment obligations to the Green Bay Water Utility, and/or Hobart, or in any way affects or questions the validity or enforceability of this Agreement, or which would in any way materially adversely affect Pulaski's ability to carry out the transactions contemplated by and under this Agreement,

(d) That this Agreement has been duly and validly authorized, executed and delivered by Pulaski and constitutes a legal, valid and binding obligation of Pulaski enforceable against it in accordance with its terms, and

(e) That the execution and delivery of this Agreement and compliance by Pulaski with its terms will not conflict with, or constitute on the part of Pulaski a breach of or a default under, any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Pulaski is subject or by which it is or its properties are or may be bound.

Section 16.2 REPRESENTATIONS AND WARRANTIES OF GREEN BAY. Green Bay represents and warrants:

(a) That Green Bay is a political subdivision and municipal corporation of the State of Wisconsin and is fully authorized and empowered under the laws of the State of Wisconsin to enter into this Agreement and to perform its obligations hereunder,

(b) That no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Agreement by Green Bay for Green Bay to enter into this Agreement and to perform its obligations hereunder,

(c) That there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority pending or threatened against or affecting Green Bay, the Green Bay Water Utility or the Green Bay Waterworks System which seeks to prohibit, restrain or enjoin Green Bay or the Green Bay Water Utility from entering into or complying with its obligations contained in this Agreement or in any way affects or questions the validity or enforceability of this Agreement, or in any way might materially adversely affect Green Bay's ability to carry out the transactions contemplated by this Agreement,

(d) That this Agreement has been duly and validly authorized, executed and delivered by Green Bay and constitutes a legal, valid and binding obligation of Green Bay and the Green Bay Water Utility enforceable against them in accordance with its terms, and

(e) That the execution and delivery of this Agreement and compliance by Green Bay and the Green Bay Water Utility with its terms will not conflict with or constitute on the part of Green Bay or the Green Bay Water Utility a breach of or a default under any existing statute, law, governmental rule, regulation, decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Green Bay or the Green Bay Water Utility are subject or by which it is or its properties are or may be bound.

(f) That the Green Bay Water Utility will only use the funds derived from the sale of water hereunder for water related operations within the Green Bay Waterworks System.

Section 16.3 REPRESENTATIONS AND WARRANTIES OF HOBART. Hobart represents and warrants:

(a) That Hobart is a political subdivision and municipal corporation of the State of Wisconsin and is fully authorized and empowered under the laws of the State of Wisconsin to enter into this Agreement and to perform its obligations hereunder,

(b) Except for PSC approval, that no consent, order, waiver or any other action by any person, board or body, public or private, is required as of the date of execution of this Agreement by Hobart to enter into this Agreement andx to perform its obligations hereunder,

(c) That there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority pending or, to the knowledge of Hobart, threatened against or affecting Hobart or the Hobart Waterworks System which seeks to prohibit, restrain or enjoin Hobart from entering into or complying with its obligations contained in this Agreement or in any material way affects or questions the validity or enforceability of this Agreement, or in any material way might materially adversely affect Hobart's ability to carry out the transactions contemplated by this Agreement,

(d) That this Agreement has been duly and validly authorized, executed and delivered by Hobart and constitutes a legal, valid and binding obligation of Hobart enforceable against them in accordance with its terms, and

(e) That the execution and delivery of this Agreement and compliance by Hobart with its terms will not conflict with or constitute on the part of Hobart a breach of or a default under any existing statute, law, governmental rule, regulation,

decree, resolution, ordinance, charter or order, or any agreement, indenture, mortgage, lease or instrument to which Hobart is subject or by which it is or its properties are or may be bound.

Section 16.4 OPINIONS AS TO VALIDITY**.** Concurrent with the execution and delivery of this Agreement, each Party shall furnish the other Party with an opinion by an attorney or firm of attorneys stating that based upon such attorney's knowledge and due investigation, such Party's representations and warranties in Section 16.1, Section 16.2 or Section 16.3, as applicable, are true, correct and accurate as of the Effective Date hereof.

Section 16.5 MUTUAL COOPERATION. The Parties agree that they are bound by the covenants of good faith and fair dealing and further agree to cooperate with each other and to diligently ensure the performance of their respective obligations under this Agreement. Unless expressly provided otherwise in this Agreement, where the Agreement requires the consent, approval, or similar action by a party, such consent, approval, or other similar action shall not be unreasonably withheld, conditioned, or delayed, and wherever the Agreement gives a party a right or obligation to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action shall be reasonable and timely.

Section 16.6 COOPERATION IN CONSTRUCTION. The Parties shall cooperate with each other in the construction of the facilities required to be constructed by the Parties hereto for the Green Bay Water Utility to provide wholesale water service to Pulaski in the manner contemplated hereunder. Pulaski shall, if necessary, grant without charge to the Green Bay Water Utility and Hobart any reasonably required construction easements and any easements necessary for portions of the Green Bay Waterworks System or the Hobart Waterworks System to be located on property of Pulaski or property over which Pulaski has access rights including that related to the Interconnection Facilities, provided that the Green Bay Water Utility and Hobart agree~~s~~ to restore the easement property in a reasonable manner after construction and further provided that the Green Bay Water Utility and Hobart shall, as may apply, maintain the easement property necessary for portions of the Green Bay Waterworks System or the Hobart Waterworks System to be located within the Pulaski corporate municipal boundary or for such property as Pulaski shall have easement or other access rights in connection with the operation of the Interconnection Facilities. Similarly, the Green Bay Water Utility and/or Hobart shall, if necessary, grant without charge to Pulaski any reasonably required construction easements and any easements necessary for portions of the Pulaski Waterworks System to be located on either Green Bay or Hobart property, provided Pulaski agrees to restore the easement property in a reasonable manner after construction further provided that the Green Bay Water Utility or Hobart shall maintain the easement property necessary for portions of the Pulaski Waterworks System to be located within the corporate municipal boundary of either Green Bay or Hobart.

## ARTICLE XVII

## GOVERNMENTAL AUTHORITY APPROVALS

Section 17.1 PSC APPROVAL AND DECLARATION OF AGREEMENT AS REASONABLE AND PRUDENT. The performance of Green Bay, the Green Bay Water Utility and Hobart is contingent upon receiving PSC approval of this Agreement in the form of a declaratory ruling and/or other appropriate PSC order, that this Agreement is reasonable, prudent and in the public interest. Such PSC approval shall include, among other approvals:

(a) Approval of the rate to be charged by the Green Bay Water Utility to Pulaski as contemplated under Article VII for the term of this Agreement,

(b) A declaration that the Green Bay Water Utility shall have no obligation to provide any service to Pulaski or to any other retail or wholesale customer of the Pulaski except as contemplated by this Agreement,

(c) Approval of the Conveyance Charge to be charged by Hobart for the transmission and transportation of Potable Water from Green Bay to Pulaski through the Hobart Waterworks System.

(d) Approval of all of the Parties' rights, duties and obligations hereunder.

(e) The acceptability of any such PSC approvals obtained shall be determined by Green Bay and Hobart in their respective sole discretions.

Section 17.2 GOVERNMENTAL AUTHORITY APPROVALS FOR GREEN BAY. The Green Bay Water Utility shall apply to the PSC for certificates of authority for all Capital Projects listed on ATTACHMENT "A" as being required prior to the commencement of wholesale water service hereunder. The Green Bay Water Utility shall also apply for all other Governmental Authority approvals necessary prior to the commencement of service hereunder. The Green Bay Water Utility shall use its best efforts to file such applications as soon as practicable. Hobart and Pulaski shall be allowed to review and comment on such applications before they are submitted and will support the applications as reasonably necessary.

Section 17.3 GOVERNMENTAL AUTHORITY APPROVALS FOR HOBART. Hobart shall apply to the PSC for certificates of authority or other approvals necessary to permit use of the Hobart Waterworks System for the transmission and transport of Potable Water from Green Bay to Pulaski as contemplated by this Agreement and for the approval of a Conveyance Charge as provided in Section 7.5 hereof. Hobart shall use its best efforts to file such applications as soon as practicable. The Green Bay Water Utility and Pulaski shall be allowed to review and comment on such applications before they are submitted and will support the applications as reasonably necessary.

Section 17.4 GOVERNMENTAL AUTHORITY APPROVALS FOR PULASKI. Pulaski shall apply to the PSC for certificates of authority for the construction of any facilities or improvements to the Pulaski Waterworks System required prior to the commencement of wholesale water service hereunder. Pulaski shall also apply for and obtain all other Governmental Authority approvals necessary prior to the commencement of service hereunder. Pulaski shall use its best efforts to file such applications as soon as practicable. The Green Bay Water Utility and Hobart shall be allowed to review and comment on such applications before they are submitted and will support the applications as reasonably necessary.

Section 17.5 LATER GOVERNMENTAL AUTHORITY APPROVALS. After the Green Bay Water Utility has commenced providing wholesale water service hereunder, the Parties hereto shall, from time to time when necessary, seek all other Governmental Authority approvals necessary for the continued satisfaction of their respective obligations arising hereunder. Each Party shall be allowed to review and comment on the other Party's applications before they are submitted and will support the other Party's applications as reasonably necessary.

## ARTICLE XVIII

## EFFECTIVE DATE; TERM OF CONTRACT; TERMINATION

Section 18.1 EFFECTIVE DATE. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The obligation of Green Bay and the Green Bay Water Utility to deliver Potable Water under this Agreement and of Hobart to transport and transmit Potable Water hereunder, however, shall not begin until the date established under Section 8.1.

Section 18.2 TERM OF CONTRACT. The term of this Agreement shall run from the Effective Date to 11:59:59 p.m. on December 31, 2045, at which time this Agreement shall automatically renew in accordance with Section 18.3; provided, however, that this Agreement shall terminate on or upon the earliest of any of the following dates or events:

(a) Upon three (3) months written notice provided by either Green Bay or Hobart to Pulaski in the event that Pulaski at any time fails to fully satisfy its obligations under Sections 6.1, 6.2, 6.3, 6.4, 6.5, 8.2, 11.1, 11.3, 11.5, 11.7 and/or 11.8; provided, however, that such termination shall not modify any obligations of the Parties arising prior to such termination, including, without limitation, those obligations set forth in Sections 6.1 through 6.4, 8.2 and 11.4, and further provided that if Pulaski cures all such defaults with thirty (30) days of receiving such written notice from Green Bay or Hobart, then such written notice shall be considered withdrawn and the Agreement shall remain in full force and effect.

(b) Upon three (3) years written notice provided by Green Bay or Hobart to Pulaski in the event that the PSC takes any action inconsistent with the PSC approvals and rulings obtained by the Parties as contemplated under Article XVII; provided, however, that such termination shall not modify any obligations of the Parties arising prior to such termination, including, without limitation, those obligations arising under Sections 6.1 through 6.4, 8.2 and 11.4.

Section 18.3 AUTOMATIC RENEWAL OF TERM. Unless terminated earlier as otherwise contemplated herein, beginning January 1, 2046 this Agreement shall automatically renew on an annual basis and the provision of service to Pulaski hereunder by Green Bay and Hobart shall remain subject to all applicable terms and conditions herein, including, without limitation, Section 7.5, unless, on or before March 31 of any Fiscal Year, Pulaski informs Green Bay and Hobart in writing that it wishes to terminate the Agreement effective as of 11:59 p.m. on December 31 of such Fiscal Year. In the event of such termination notice, the Parties agree to make all necessary filings with the PSC in order to effectuate such Agreement termination on a mutually satisfactory basis.

## ARTICLE XIX

## MISCELLANEOUS PROVISIONS

Section 19.1 GOVERNING LAW AND VENUE. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Brown County, Wisconsin.

Section 19.2 REGULATORY BODIES. The Parties through this Agreement seek to exercise and maintain all rights granted to them under and through the Constitution and laws of the State of Wisconsin. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Wisconsin, or any Governmental Authority having lawful jurisdiction; provided, however, that this clause shall not be construed as waiving the right of either Party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.

Section 19.3 COMPLIANCE WITH LAWS AND ORDERS. In the event that any state or federal law or regulation, or any order issued by a Governmental Authority, prohibits one or both of the Parties from honoring any provision of this Agreement, or any part thereof, the Parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach a mutually acceptable written agreement to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 19.4 LACK OF SEVERABILITY IN ABSENCE OF WRITTEN AMENDMENT. In the event that any provision of this Agreement, or any part thereof, is held by a court of competent jurisdiction or determined by the PSC or any other Governmental Authority to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 19.5 CHANGES IN LAWS. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time-to-time hereafter.

Section 19.6 ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

Section 19.7 ACCOUNTING AND AUDIT. The Parties shall have the right throughout the term of this Agreement, upon reasonable prior notice, to audit the other Party's books and records to the limited extent necessary to verify the basis for any claim by either of the Parties for payments hereunder or to determine the other Party's compliance with the terms of this Agreement. The audited Party shall make such records available at its office during normal business hours and the auditing Party shall reimburse the other Party for reasonable costs incurred by the audited Party by the audit, as supported by appropriate documentation.

Section 19.8 INTERPRETATION. This Agreement shall be interpreted as though jointly drafted by the Parties.

Section 19.9 HEADINGS. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 19.10 ATTACHMENTS The Attachment attached hereto is, by this reference, incorporated herein. In case of any conflict between an Attachment to the Agreement and the text of this Agreement, the text of this Agreement shall control.

Section 19.11 NO THIRD-PARTY BENEFICIARIES. Except as otherwise explicitly provided by this Agreement, this Agreement does not create any third-party benefits to any person or entity other than the Parties and is solely for the consideration herein expressed.

Section 19.12 SUCCESSORS. This Agreement shall benefit and be binding upon the Parties' successors and permitted assigns.

Section 19.13 FURTHER ACTION. Each of the Parties agrees from time to time to execute and deliver such further instruments, and to take such further action not inconsistent with the provision of this Agreement, as may reasonably be necessary in order to fully perform and carry out the terms and intent of the Agreement.

Section 19.14 AMENDMENTS. This Agreement may not be modified or amended except by a written instrument executed by the Parties hereto.

Section 19.15 TIME IS OF THE ESSENCE. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 19.16 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below.

Dated: _____ CITY OF GREEN BAY

By:_____
Eric Genrich, Mayor

Attest:

By:_____
Celestine Jeffreys, Clerk

Dated: _____ GREEN BAY WATER COMMISSION

By:_____
John C. Heugel President

Attest:

By:_____
Tom Karman, Secretary-Treasurer

Dated: _____ VILLAGE OF HOBART

By:_____
Richard Heidel, Village President

Attest:

By:_____
Lisa Vanden Heuvel, Clerk

Dated: _____ VILLAGE OF PULASKI

By:_____
Keith Chambers, Village President

Attest:

By:_____
Jessica Giese, Deputy Clerk

**CITY OF GREEN BAY,**
**VILLAGES OF HOBART AND PULASKI**
**WHOLESALE WATER SERVICE AGREEMENT**

## ATTACHMENT "A"

### CAPITAL PROJECTS

**YEAR 2025**: Projected cost of design and construction of a booster station; pressure control station; 8.25 miles of 20-inch transmission main; and associated chlorination equipment, meters, pumps, and valves: $15,373,913.00 (estimated). This cost is projected to cover all infrastructure; including but not limited to the two stations, treatment applications, construction of a 20-inch transmission main between the Hobart / Pulaski Point of Delivery and the Pulaski Point of Delivery, and all related fittings, valves, and engineering.

### AID IN CONSTRUCTION

Green Bay Water Utility shall contribute the sum of $1,330,000.00 to the Village of Pulaski as a non-repayable grant, when, after the award of construction, Pulaski has issued the notice to proceed. These funds will be used by Pulaski for capital expenses associated with this Project.

### POINTS OF DELIVERY

1. GREEN BAY / HOBART: 12-inch water main on Hillcrest Drive at the center of Duck Creek.

2. HOBART / PULASKI: Intersection of North Overland Road and Centerline Drive in Hobart.

3. PULASKI: Intersection of County "B" and Corporate Way in Pulaski.

**MINIMUM DAY WATER DEMAND (PULASKI)**: Equal to an average daily use per calendar year of Three Hundred Thousand (300,000) Gallons Per Day.

**MAXIMUM DAY WATER DEMAND (PULASKI):** One Million Seventy Five Thousand (1,075,000) Gallons.

**INITIAL VOLUME RATE**: Wholesale Water Service shall be furnished to Pulaski by the Green Bay Water Utility at the initial volume rate of $2.98 per thousand gallons, subject to any intervening PSC rate increases.

**HOBART WATER CONVEYANCE CHARGE** The initial fee to be charged to Pulaski by Hobart for the transmission of potable water from the Green Bay Water Utility to Pulaski through the Hobart Waterworks System as a Water Conveyance Charge shall be at the initial volume rate of $0.50 per thousand gallons.

# Detail Summary of Projects Issued

**11/1/2025 to 11/30/2025**

| Proj # | Address | Owner | Applicant | Fees Paid | Estimated $ | Status |
|---|---|---|---|---|---|---|
| **122297** | 1319 S BROADWAY..1-936-C | GREATER GREEN BAY HABITAT FOR HUMANITY | | $1,095.76 | $225,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **122298** | 1216 S BROADWAY..1-851 | GREATER GREEN BAY HABITAT FOR HUMANITY | | $1,095.76 | $225,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **122324** | 1204 SHADOW LN..1-2504 | RUESCH MANAGEMENT SYSTEMS LLC | | $1,462.07 | $750,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] RAZE AND NEW SINGLE FAMILY HOME **Water calcs on approved site/grading plan** | | | | | | |
| **122338** | 1605 JANICE AV..6-1752 | ROBERT PETERS CONSTRUCTION INC | | $1,193.52 | $240,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **122380** | 1040 ETHEL AVE..18-970-2 | HQ HOLDINGS LLC | | $1,213.53 | $300,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **122426** | 340 BAYWOOD TRL..21-8476 | GREEN VIPER INC | | $1,444.00 | $380,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **122427** | 250 HIGHLAND PARK AVE ..21-1229-6 | GREEN VIPER INC | | $1,100.00 | $299,565.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **122433** | 387 BAYWOOD TRL..21-8487 | GREEN VIPER INC | | $1,557.00 | $550,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **122468** | 3464 FAGERVILLE WY..22-1974 | JOSE ALFREDO CAPI BAXIN | | $1,235.00 | $379,000.00 | Pending |
| [1-101 - Residential - New - Single Family House] | | | | | | |
| **121906** | 3551 SATELLITE LN..21-8075 | FRANK D & KRISTIN M GONZALES | | $200.00 | $10,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | | |
| **122020** | 1124 S MONROE AV..16-77 | JASON S & ELIZABETH J BOCHE | | $50.00 | $8,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] JUST WAITING FOR COA, THEN GENERATE PERMIT | | | | | | |
| **122203** | 928 ALPINE DR..21-118-5 | CESAR MISAEL & TAYLOR CHRISTINE LANDEROS | | $50.00 | $2,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] (WALL IS NOT LOAD BEARING) | | | | | | |
| **122302** | 1802 S RIDGE RD..6-307-A | BEN RATHBURN | | $225.00 | $120,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | | |
| **122340** | 929 BIEMERET ST..1-1691-A | KYLE GOFFARD RENTALS LLC | | $75.00 | $15,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] CARBON FIBER STITCHING AND LEVELING TO STABILIZE FAILING FOUNDATION | | | | | | |
| **122395** | 339 S WEBSTER AV..14-900 | MARIA BRITO BARREZUETA | | $130.00 | $6,500.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **122398** | 1779 DEBRA LN..21-820-M-23 | MEGAN K & CODY R CONWAY | $75.00 | $6,200.00 | Closed |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **122431** | 1593 JAY LN..1-2099 | JOHN OLSEN | $255.00 | $20,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **122449** | 711-715 S TAYLOR ST..6-2037 | NJ TAYLOR LLC | $50.00 | $12,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] CASE# 140194 | | | | | |
| **122495** | 2845 CASTLE HILL LN..21-5037 | Tim Decker | $100.00 | $20,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] *Provided LK w/ proof of payment. Sent permit and plan*-LK | | | | | |
| **122496** | 3060 GILBERT DR..21-8394 | DEBRA A & STEVEN D ARENDT | $200.00 | $25,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **122499** | 1739 WIESNER ST..6-2716 | BERKERR FAMILY LP | $200.00 | $70,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **122554** | 1204 MARQUETTE AV..1-1542 | SYED MUBASHAR HAQQANI | $50.00 | $5,000.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **122556** | 625 ROY AV..5-797 | GERALD L WOLF | $200.00 | $27,731,556.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **122561** | 959 REDLEY CT..1-1315-C | KENNETH R MOLLET | $50.00 | $11,000.00 | Closed |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **122568** | 1156 CASS ST..14-1139 | HEATHER K & JOSEPH L BREESE | $150.00 | $2,500.00 | Pending |
| [2-434 - Residential - Alteration - 1 -2 Family House] | | | | | |
| **118992** | 813 S CHESTNUT AVE..2-1431 | NEIGHBORWORKS GREEN BAY | $1,037.13 | $256,142.00 | Pending |
| [3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)] New Single Family, Zero Lot Line Home (Multi Unit UDC) | | | | | |
| **118994** | 815 S CHESTNUT AVE..2-1430 | NEIGHBORWORKS GREEN BAY | $1,037.13 | $256,142.00 | Pending |
| [3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)] NEW SINGLE FAMILY, ZERO LOT LINE HOME | | | | | |
| **118995** | 817 S CHESTNUT AVE..2-1429 | NEIGHBORWORKS GREEN BAY | $1,037.13 | $256,142.00 | Pending |
| [3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)] New Single Family, Zero Lot Line Home (Multi Unit UDC) | | | | | |
| **118996** | 819 S CHESTNUT AVE..2-1428 | NEIGHBORWORKS GREEN BAY | $1,037.13 | $256,142.00 | Pending |
| [3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)] New Single Family, Zero Lot Line Home (Multi Unit UDC) | | | | | |
| **118997** | 821 S CHESTNUT AV..2-1427 | NEIGHBORWORKS GREEN BAY | $1,037.13 | $256,142.00 | Pending |
| [3-102 - Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters)] New Single Family, Zero Lot Line Home (Multi Unit UDC) | | | | | |
| **118514** | 1262 BIEMERET ST..1-1982 | MICHAEL LEIFKER | $100.00 | $600.00 | Pending |
| [7-1 - Deck, Porch, Ramp (Residential)] FRONT PORCH | | | | | |
| **121620** | 416 S ASHLAND AV..3-909 | CCV LLC | $100.00 | $8,600.00 | Pending |
| [7-1 - Deck, Porch, Ramp (Residential)] | | | | | |
| **122101** | 919 DIVISION ST..5-455 | VICTOR & RAQUEL ALVAREZ | $150.00 | $11,000.00 | Pending |
| [7-1 - Deck, Porch, Ramp (Residential)] CASE# 138903 | | | | | |
| **122287** | 1227 10th AV..1-182 | KENNETH R WOLFE | $75.00 | $550.00 | Pending |

[7-1 - Deck, Porch, Ramp (Residential)] Replacing front steps. Going to use Ground Contact Pressure Treated lumber.

**122341** 2609 INDIAN HILL DR..6H-2544 — DONNA R & RODNEY F HAINES — $50.00 — $3,600.00 — Closed

[7-1 - Deck, Porch, Ramp (Residential)] INSTALL CODE COMPLIANT LANDING/STOOP AT BACK DOOR OF ADDITION.

**122489** 806 WAVERLY PL..1-1090 — KEVSON INVESTMENTS LLC — $75.00 — $2,000.00 — Closed

[7-1 - Deck, Porch, Ramp (Residential)]

**122493** 1263 WEISE ST..20-413-8 — HUNTER & JULIA HAUPT — $100.00 — $1,200.00 — Closed

[7-1 - Deck, Porch, Ramp (Residential)] CASE #140024
NO PLAN- already done

**122518** 1139 13th AV..1-703 — ERIC SCHMOLL — $75.00 — $500.00 — Pending

[7-1 - Deck, Porch, Ramp (Residential)] CASE#140248

**122532** 265 LOST RIDGE CT..21-8052 — THOMAS R & BARBARA M KIEFER — $100.00 — $20,000.00 — Pending

[7-1 - Deck, Porch, Ramp (Residential)] *Provided LK w/ proof of payment. Sent permit and plan*-LK

**122535** 393 WINDWARD RD..21-5013 — RODERICK L & CATHERINE M MEVES — $100.00 — $29,000.00 — Pending

[7-1 - Deck, Porch, Ramp (Residential)]

**122423** 1452 HARVEY ST..19-49 — NEUFELD ENTERPRISES II LLC — $80.00 — $24,000.00 — Pending

[9-645 - Raze - Building or Structure (Residential)] *NO EC PERMIT NEEDED PER ANDREW W.- REMOVED FEE*-LK

**122424** 1448 HARVEY ST..8-197 — NEUFELD ENTERPRISES II LLC — $80.00 — $13,500.00 — Pending

[9-645 - Raze - Building or Structure (Residential)] *NO EC PERMIT NEEDED PER ANDREW W.- REMOVED FEE*-LK

**122179** 1857 ASPEN LN..6-2034 — ANGELICA M SANCHEZ GONZALEZ — $75.00 — $5,000.00 — Pending

[11-1 - Z - Misc Project Not Listed (Resiential)]

**122289** 3267 WESTWAY DR..6H-767-6 — CHAD BOETTCHER — $50.00 — $8,832.00 — Closed

[11-1 - Fence (Residential)] 318 black chain link fence with 2 4 foot gates and 1 8 foot gate

**122290** 2179 PACKERLAND DR..6H-3407-1 — MITCHELL JOHNSON — $50.00 — $700.00 — Pending

[11-1 - Fence (Residential)] FENCE

**122361** 1204 MARQUETTE AV..1-1542 — SYED MUBASHAR HAQQANI — $50.00 — $25,000.00 — Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] Tear out and replace the following: Patio, Walkways along house, driveway, garage floor and small shed pad. NO city aprons will be touched

**122369** 2056 PREBLE AV..21-2202-8 — FEDERICO RODRIGUEZVARGAS, ETAL — $50.00 — $2,650.00 — Pending

[11-1 - Fence (Residential)] 6FT PRIVACY WOOD FENCE, BACKYARD

**122373** 2635 EAST SHORE DR..21-1110-12 — JAMES D & JACOB P DEPAS — $100.00 — $3,000.00 — Pending

[11-1 - Garage/Carport/Shed (residential)]

**122378** 2049 SHAMROCK LN..6H-1664 — WILLIAM L & BOBBIE J JACOBSEN — $175.00 — $19,500.00 — Pending

[11-1 - Foundation Repair (Residential)] REPLACE 4 TRUSSES, REPLACE LIGHT FIXTURES, DUCT WORK

**122412** 2453 MORNING STAR TR..21-4246 — KAREN T & RICHARD R GARRITY — $50.00 — $6,200.00 — Closed

[11-1 - Garage/Carport/Shed (residential)] PRE-FAB SHED W/ METTAL FLOOR FRAME, WOODEN SIDES, DOORS, SHINGLES. ROOF SIZE 10'x 12'

**122418** 3066 SANDIA DR..6H-3001 — JOSEPH R & DAWN L GIESBERS — $50.00 — $4,000.00 — Pending

[11-1 - Fence (Residential)] SIX FOOT WHITE VINYL PRIVACY FENCE

**122419** 803 S QUINCY ST..16-156-A — CARL C STEINER — $50.00 — $8,800.00 — Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] replacement of driveway
COA Approved
Agreement in place

**122420** 2578 S TRILLIUM CIR..6H-2532 — RICHARD D & PAMELA K MAMROSH — $50.00 — $5,280.00 — Closed

[11-1 - Garage/Carport/Shed (residential)] Buying an 8' x 12' shed to be installed in the backyard more than 4' from property lines in NW corner of yard.

**122421** 540 PINEHURST AV..21-820-R-39 — EIRLYSE A SOLLARS — $50.00 — $8,000.00 — Pending

[11-1 - Fence (Residential)] Approx. 290-300ft. of 4 ft. high, chainlink fence along the lot lines to enclose the rear yard.

**122422** 2648 PECAN ST..21-6239 — TERESA A NICKLAUS — $50.00 — $10,850.00 — Pending

[11-1 - Fence (Residential)] fencing around home

**122458** 304 S HENRY ST..21-2303-1 — BEATRIZ A & JORGE B MORALES — $100.00 — $800.00 — Closed

[11-1 - Garage/Carport/Shed (residential)] REMOVING SHED 4 FEET FORWARD, AWAY FROM THE FENCE

**122534** 408 MC AULIFFE HEIGHTS TR..21-7237 — KOMPOUND ENTERPRISES LLC — $50.00 — $5,953.66 — Pending

[11-1 - Fence (Residential)] SUPPLY AND INSTALL APPROX. 209FT OF 4FT HIGH BLACK VINYL COATED RESIDENTIAL GRADE CHAINLINK FENCE WITH 1-
4FT SINGLE AND 1-8FT DOUBLE GATE. ALL POSTS ARE STEEL DRIVEN 4FT. DEEP INTO THE GROUND.

**122536** 855 IRENE ST..21-5717 — MARTIN & DIANE KACZMAREK — $50.00 — $8,706.00 — Closed

[11-1 - Fence (Residential)] 193' of 6' 3-rail privacy cedar fence with 2-4' walk gates

**122541** 1103 13th AV..1-694 — CARVER INVESTMENTS LLC — $50.00 — $15,200.00 — Pending

[11-1 - Foundation Repair (Residential)] MASONRY FOUNDATION REPAIR AND WATER CONTROL
**Job details indicate that an additional permitting will be required to reinstall deck, and re-esablish living spaces in basement**

**122550** 1438 BIEMERET ST..6-883 — MAKENZIE E KRAH — $100.00 — $27,195.00 — Pending

[11-1 - Foundation Repair (Residential)]

**122553** 1316 N IRWIN AV..21-1633 — JOSE J FUENTES, ETAL — $50.00 — $2,200.00 — Pending

[11-1 - Fence (Residential)]

**122563** 601 ST. GEORGE ST..7-709 — NANCY A LIVINGSTON — $50.00 — $13,535.00 — Pending

[11-1 - Fence (Residential)] *Provided proof of payment to LK, sent plan and permit*-LK

**122567** 3071 SANDIA DR..6H-2723 — RICKY & DEBRA A LAMBERT — $50.00 — $20,000.00 — Pending

[11-1 - Fence (Residential)] 185 lf of 6' vinyl privacy fence, 2 gates

**122580** 621 S JACKSON ST..14-610 — ANDREW & BRITTANY DEPIETROPAOLO JOINT REVOCABLE TRUST — $50.00 — $9,858.69 — Pending

[11-1 - Fence (Residential)] NEEDS COA

SUPPLY AND INSTALL APPROX. 104FT OF 4 1/2'FT HIGH BLACK EFF-20 RESIDENTIAL GRADE ORNAMENTAL FENCE 3 13/16" SPACING WITH 1-4FT SINGLE AND 1-10FT DOUBLE GATE. ALSO, APPROX. 54FT OF 6FT HIGH BOARD NEXT TO BOARD DOG EAR CEDAR FENCE. ALL POSTS ARE DRIVEN INTO THE GROUND. REMOVE & TAKE AWAY CURRENT FENCE.

**122581** 3193 OPEN GATE TR..6H-3729 — RORY & CANDICE J RINGER — $50.00 — $5,964.90 — Pending

[11-1 - Fence (Residential)] @63' of 6' high white vinyl privacy fence with (1) 4' wide gate; posts to be set in concrete; No removal

**121666** 2491 UNIVERSITY AV..21-1250 — CLUB CAR WASH GREEN BAY UNIVERSITY AVE LLC — $1,863.02 — $1,476,340.00 — Pending

[31-322 - Commercial - New - Service Station, Repair Garage] VALVOLINE INSTANT OIL CHANGE
EC Approved 9/25/25

**121837** 2550 LARSEN RD..6H-1739-3 — MASHL INVESTMENTS LLC — $1,006.41 — $250,000.00 — Pending

[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping]

**121862** 1831 MAIN ST..21-1325-3 — ST VINCENT DE PAUL SOCIETY DISTRICT COUNCIL OF GREEN BAY INC — $6,944.82 — $784,275.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

**122035** 1335 MAIN ST..8-302 — SANEHA REAL ESTATE INC — $210.00 — $110,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

**122214** 3189 VOYAGER DR..21-8061 — VOYAGER GROUP LLC — $834.25 — $25,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

**122259** 1726 SHAWANO AV..6-235-A — SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC — $930.65 — $4,773,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] PHASE 1 - CONSTRUCT UTILITY TUNNEL CONSTRUCT UTILITY TUNNEL CONNECTING CENTRAL UTILITY PLAN TO EXISTING HOSPITAL TO REMAIN

**122371** 417 S MONROE AV..14-403 — TBTRAN INVESTMENTS LLC — $2,252.04 — $780,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

**122411** 520 N BROADWAY, SUITE 270 ..5-1757 — DDL HOLDINGS LLC — $822.24 — $100,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

**122414** 3315 FINGER RD..21-43 — ZCP HURON LLC — $485.50 — $96,000.00 — Pending

[31-438 - Commercial - New - Garage or Carport]

**122473** 1600 SHAWANO AV..6-235-3 — OWELLIE INVESTMENTS LLC — $140.00 — $60,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ALTERATIONS DUE TO CAR VS BUILDING MASONRY/STUCCO ON EXTERIOR, NEW WINDOW, REPLACE DRYWALL, CARPET TILES, CEILING TILES, CAN LIGHTS

**122521** 3275 FINGER RD..21-39 — BIOLIFE PLASMA SERVICES LP — $5,142.32 — $1,600,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] ALTERATIONOF AN EXISTING COMMERCIAL FACILITY

**122558** 714 BODART ST..10-4 — DANS KITCHEN LLC — $70.00 — $12,000.00 — Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

**121751** 803 N BROADWAY..5-47 — EK DWELLINGS LLC — $70.00 — $50,000.00 — Pending

[34-1 - Window, Door - Replacement (Commercial)] CASE# 137181 NO WINDOW SIZE CHANGE

**122240** 831 RADISSON ST..20-678 — GREEN BAY PACKAGING INC — $1,622.00 — $3,528,956.00 — Pending

[34-1 - Roofing (Commercial)] REROOF REPAIR ROOF 1 LOCATION IN FILE

**122407** 414 N MAPLE AV..5-985 — GREEN BAY MULTIFAMILY LLC — $70.00 — $11,000.00 — Pending

[34-1 - Roofing (Commercial)] COA 25-33

**122432** 1535 W MASON ST ..6-169 — AAM GREEN BAY PLAZA LLC — $70.00 — $342,800.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)]

**122497** 1128 LYNDON..18-599-1 — MB RENTALS LLC — $50.00 — $20,000.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] New Driveway 46'x14', New city side walk 46', New city apron , curb cut with a flat storm drain switched out.

**122523** 1660 EAST SHORE DR..21-429-16 — GREEN BAY CITY OF BAY BEACH WILDLIFE CTR — $0.00 — $0.00 — Pending

[34-1 - Z - Misc Project Not Listed (Commercial)]

**122306** 330 SUMAC DR..6H-2572 — EMILY I & SCOTT T HARRISON — $50.00 — $2,000.00 — Pending

[40-53 - Electrical Service - Change (Residential)]

**122333** 2640 HE-NIS-RA LN..6H-2126 — PAHL JAMES D REVOCABLE TRUST — $50.00 — $1,860.00 — Closed

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122336** 1275 RIDGEDALE CT..1-2023 — JOSHUA & SARAH BESAW — $50.00 — $406.80 — Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122370** 1210 GROSS AV..1-157 — SHARON J DOLATA — $50.00 — $2,300.00 — Closed

[40-53 - Electrical Service - Change (Residential)]

**122372** 1001 DISCOVERY RD..21-174-4 — M J M REAL ESTATE LLC — $300.00 — $121,179.00 — Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

**122396** 3333 PEBBLE BEACH CT..22-1685 — PATRICK L & LAURA A GOGGINS — $50.00 — $15,000.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122400** 2208 MARYLAND AV..21-2883 — MARK J DESTREE, ETAL — $100.00 — $40,000.00 — Pending
[40-61 - Solar Panels - Electric] INSTALLING SOLAR ON THE ROOF AND A BACKUP BATTERY SYSTEM IN THE BASEMENT.

**122401** 1436 SERVAIS ST..6-1577 — RONALD K & KAREN M GROSSE — $50.00 — $2,900.00 — Closed
[40-53 - Electrical Service - Change (Residential)]

**122402** 1033 SHAWANO AV..3-251 — ZACHARY BOLDT — $100.00 — $695.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122405** 514 S CLAY ST..14-861 — SAINT PAUL EVANGELICAL LUTHERAN CHURCH — $70.00 — $1,100.00 — Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] STORAGE SHED

**122409** 920 RUFFED GROUSE ST..21-4205 — IAN & FAITH AINSWORTH — $50.00 — $3,500.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122413** 1580 CROOKS ST..8-827 — CYNTHIA L O MATTERN — $50.00 — $3,100.00 — Closed
[40-53 - Electrical Service - Change (Residential)]

**122425** 1518 SHANNON ST..6-1167 — TIFFANY & HAQIIR SAMUELS — $50.00 — $3,250.00 — Closed
[40-53 - Electrical Service - Change (Residential)] SERVICE CHANGE 100 AMP TO 200 AMP

**122434** 610 BODART ST..11-46 — WAGNER ROBERT E & MELIDA REVOCABLE LIVING TRUST — $70.00 — $1,349.00 — Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

**122435** 1211 E WALNUT ST..14-206 — MCCLONE PROPERTIES LLC — $70.00 — $506.00 — Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

**122450** 127 ALLEN AV..21-88-7 — PAULA A OLIG — $100.00 — $8,800.00 — Closed
[40-61 - Solar Panels - Electric]

**122474** 1630 CROOKS ST..21-1557 — PACKERLAND CAPITAL PROPERTIES LLC — $100.00 — $2,500.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] UPDATING OUTLETS, SWITCHES TO WHITE; INSTALL/REPLACE SHOWER, VANITY & TOILET. FIX DRAINAGE-TUB, SINK. DRAIN PIPES BRING TO CODE PER INSPECTOR-KITCHEN SINK, LAUNDRY

**122479** 2663 WEST POINT RD..6H-1225-3 — KARL HENSELIN — $50.00 — $1,998.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122480** 315 13th AV..3-847 — DEBRA S GILLES — $125.00 — $11,800.00 — Pending
[40-61 - Solar Panels - Electric]

**122491** 2365 W MASON ST..6H-4398 — D2 ENTERPRISES OF GREEN BAY LLC — $0.00 — $1,000.00 — Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] *IN THE RIGHT OF WAY IN FRONT OF PARCEL*

**122492** 2415 W MASON ST..6H-1109-1 — DJG WEST MASON LLC — $0.00 — $1,000.00 — Closed
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] *IN THE RIGHT OF WAY IN FRONT OF PARCEL*

**122494** 1501 10th AV..1-643 — PENNY L & HAILEY M HILKERT — $50.00 — $1,000.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122582** 808 MULLET PL..1-1067 — RONALD P & SUSAN M BERO — $50.00 — $3,000.00 — Pending

[40-53 - Electrical Service - Change (Residential)]

**122618** 1870 EASTMAN AV..21-2167-8 — MARGARITA & OMAR COLON TORRES — $50.00 — $2,625.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122619** 1408 ELM ST..8-121 — KEVIN R JANUSEK — $50.00 — $2,300.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

**122291** 1598 ARNOLD DR..6-301-E — PRITCHETT PROPERTIES LLC — $50.00 — $10,627.00 — Closed
[50-43 - Heating and Air Conditioning Units (Residential)] Heating and Air Conditioning Units (Residential)

**122305** 1100 RADISSON ST..20-452-2 — JIMMY BYRNE GB LLC — $210.00 — $24,000.00 — Pending
[50-4 - Repair/Alter Existing HVAC System (Commercial)]

**122316** 250 WINDWARD RD..21-6160 — JEROME A & JANE B GEIGER — $50.00 — $3,173.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122353** 510 HUBBARD ST..4-98 — TRAVIS J VANDENBOGART — $50.00 — $5,500.00 — Closed
[50-45 - Heating Unit Only (Residential)]

**122354** 1600 ARNOLD DR..6-301-E — PRITCHETT PROPERTIES LLC — $50.00 — $0.00 — Closed
[50-43 - Heating and Air Conditioning Units (Residential)] Air Conditioning Units (Residential)

**122367** 920 RUFFED GROUSE ST..21-4205 — IAN & FAITH AINSWORTH — $50.00 — $13,750.00 — Pending
[50-43 - Mini Split System (Residential)]

**122368** 852 HUBBARD ST..5-579 — PATRICE A STUDAKER — $50.00 — $5,000.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122382** 417 S MONROE AV..14-403 — TBTRAN INVESTMENTS LLC — $520.00 — $97,714.00 — Pending
[50-42 - Heating and Air Conditioning Units (Commercial)]

**122387** 1690 JUNIPER DR..21-1110-M-43 — BRUCE A WERY REVOCABLE TRUST — $50.00 — $4,300.00 — Closed
[50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential)

**122388** 319 BONNIE CT..3-1255 — LUKAS F MOUNCE — $50.00 — $4,000.00 — Closed
[50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential)

**122404** 702 ELMORE ST..5-1071 — NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC — $50.00 — $3,800.00 — Closed
[50-45 - Heating Unit Only (Residential)]

**122408** 2633 TERESA DR..21-6932 — RICHARD D & KAYLA C KARIUS — $50.00 — $1,069.00 — Closed
[50-41 - AC Unit Only (Residential)]

**122429** 1188 REED ST..5-679-A — PETERMAN RANDALL R & LINDA L TRUST OF 2018 — $50.00 — $7,399.00 — Closed
[50-45 - Heating Unit Only (Residential)]

**122430** 1133 KELLOGG ST..5-1641 — SAMUEL & MADELINE HOWARD — $50.00 — $6,538.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122443** 2766 HE-NIS-RA LN..6H-2407 — JOHN E & JENNIFER M SEBRANEK TRUST AGREEMENT — $50.00 — $4,651.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122444** 3489 YORKSHIRE DR..22-1588-102 — AMY T & ROBERT W HOWE — $50.00 — $8,633.00 — Closed

[50-45 - Heating Unit Only (Residential)]

| | | | | |
|---|---|---|---|---|
| **122445** 2624 OAKWOOD DR..6H-1225-5<br>[50-45 - Heating Unit Only (Residential)] | DONALD L & JULIE M BURGER | $50.00 | $5,308.00 | Closed |
| **122446** 2387 BROWNING RD..21-4052<br>[50-45 - Heating Unit Only (Residential)] | DESOTELL PROPERTIES LLC | $50.00 | $4,807.00 | Pending |
| **122447** 1719 CHATEAU DR..6-1525<br>[50-45 - Heating Unit Only (Residential)] | ALLEN J & KATHY L PAQUE | $50.00 | $4,300.00 | Closed |
| **122451** 1470 EMILIE ST..17-1013<br>[50-45 - Heating Unit Only (Residential)] | LUISA REYES CRUZ | $50.00 | $7,850.00 | Pending |
| **122452** 1275 KELLOGG ST..5-1726<br>[50-41 - AC Unit Only (Residential)] | JAMES A & JULIA G NORTON | $50.00 | $22,329.00 | Pending |
| **122453** 1173 LIBERTY ST..1-2464<br>[50-43 - Heating and Air Conditioning Units (Residential)] | VALARIE T EGGLESTON | $50.00 | $17,999.00 | Pending |
| **122454** 1544 KIMBALL ST..8-487<br>[50-45 - Heating Unit Only (Residential)] | MARK J LIPP | $50.00 | $6,695.00 | Closed |
| **122455** 1217 MARQUETTE AV..1-1525<br>[50-45 - Heating Unit Only (Residential)] | LAURIE J GRITT | $50.00 | $4,822.00 | Closed |
| **122456** 2712 OLD COACH RD..21-4762<br>[50-43 - Mini Split System (Residential)] | BRADLEY JOHN & REBECCA SHINNICK | $50.00 | $7,555.00 | Closed |
| **122457** 1614 FARLIN AV..19-393-A<br>[50-45 - Heating Unit Only (Residential)] | STEPHEN J & JOANN CEGELSKI | $50.00 | $4,645.00 | Closed |
| **122465** 509 ELIZA ST..16-62-B<br>[50-45 - Heating Unit Only (Residential)] | SUZAN & ATAMUNOABALARI T IBIBO | $50.00 | $5,400.00 | Closed |
| **122466** 2649 MARY JO CT..21-4512<br>[50-41 - AC Unit Only (Residential)] | GLEN A CODER | $50.00 | $10,750.00 | Closed |
| **122467** 1726 FRANK ST..1-2440<br>[50-43 - Heating and Air Conditioning Units (Residential)] | KRYSTAL A FLYNN | $50.00 | $8,600.00 | Pending |
| **122481** 341 HARVARD ST..5-417<br>[50-45 - Heating Unit Only (Residential)] | DAVID J REED | $50.00 | $6,030.00 | Closed |
| **122484** 1138 NICOLET AV..1-1511<br>[50-43 - Heating and Air Conditioning Units (Residential)] | SAMANTHA A & PETER M CONVERY | $50.00 | $11,500.00 | Pending |
| **122485** 3245 NICOLET DR..22-66-2<br>[50-43 - Heating and Air Conditioning Units (Residential)] | JOHN K & CONSTANCE M BROWNELL REVOCABLE TRUST | $50.00 | $6,300.00 | Pending |
| **122486** 1526 LANGLADE AV..6-1302<br>[50-43 - Heating and Air Conditioning Units (Residential)] | MARLEE & EDWARD HUNT | $50.00 | $11,764.00 | Pending |
| **122487** 628 S MONROE AV..15-179 | GB WRAYS HOME SERVICES LLC | $70.00 | $5,358.00 | Closed |

[50-44 - Heating Unit Only (Commercial)] Heating Unit Only (Commercial)

**122505** 1819 MAIN ST..21-1325 — REALTY INCOME PROPERTIES 3 LLC — $280.00 — $26,828.00 — Pending
[50-42 - Heating and Air Conditioning Units (Commercial)] RTU 2 & RTU 11

**122507** 1152 PINE ST..14-79 — DIANA VEYNOVICH — $50.00 — $7,000.00 — Pending
[50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential)

**122508** 1210 10th AV..1-204 — KIRSTY M ELLIS — $50.00 — $5,900.00 — Pending
[50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential)

**122510** 1150 MICHALINE DR..6-2239 — RAY D & HSER LAW E HTOO — $50.00 — $4,800.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122511** 940 BOND ST..5-1260 — SAUL S SALDANA — $50.00 — $15,550.00 — Closed
[50-43 - Heating and Air Conditioning Units (Residential)]

**122512** 250 INNSBRUCK CT..21-5921 — BERTHA QUEZADA, ETAL — $50.00 — $6,000.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122513** 1529 7th ST..6-518 — MARK A ROSSOW — $50.00 — $7,200.00 — Closed
[50-45 - Heating Unit Only (Residential)]

**122514** 1640 LAKE LARGO DR..21-262-22 — MARY A & JOHN A SCHWARZ — $50.00 — $7,400.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122515** 901 SHEA AV..18-27 — JOANNE J VANDENHOY — $50.00 — $4,500.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122516** 2493 LESLIE DR..21-443-4 — WAH LAW, ETAL — $50.00 — $5,100.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122517** 1421 CORAL CT..1-1428-B — TRACY WILLIAMS — $50.00 — $6,050.00 — Closed
[50-45 - Heating Unit Only (Residential)]

**122519** 212 REIMER AV..21-2475-37 — ELIJAH & COLLEEN OLSEN — $50.00 — $4,000.00 — Closed
[50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential)

**122520** 1524 S ONEIDA ST..1-2314 — BRITTANY A SANFTLEBEN — $50.00 — $4,000.00 — Pending
[50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential)

**122539** 1508 KATERS DR..6-1976 — GREGORY DARNELL, ETAL — $50.00 — $6,586.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)]

**122540** 1507 W MASON ST..6-169 — AAM GREEN BAY PLAZA LLC — $70.00 — $65,000.00 — Pending
[50-4 - Repair/Alter Existing HVAC System (Commercial)]

**122542** 1614 SMITH ST..19-541 — JAMES G & JEAN A KRUEGER — $50.00 — $3,000.00 — Closed
[50-45 - Heating Unit Only (Residential)]

**122543** 1338 14th AV..1-373 — MARGARET R JASMER — $50.00 — $2,950.00 — Pending
[50-45 - Heating Unit Only (Residential)]

**122544** 1239 ST. CLAIR ST..14-65 — KEITH A HENQUINETTE — $50.00 — $2,950.00 — Pending
[50-45 - Heating Unit Only (Residential)]

| | | | | | |
|---|---|---|---|---|---|
| **122545** | 230 ALLARD AV..5-547 | JENNIFER & JOSEPH MOSER | $50.00 | $4,388.00 | Closed |
| [50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential) | | | | | |
| **122546** | 414 S FISK ST..6-116 | JESSICA FEZATTE | $50.00 | $6,000.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential) | | | | | |
| **122548** | 2032 OAKDALE AV..21-1892 | JOHN E & THERESA ARNDT | $50.00 | $15,557.00 | Pending |
| [50-43 - Heating and Air Conditioning Units (Residential)] | | | | | |
| **122549** | 1651 CYPRESS LN..21-2116-M-22 | MONICA M ZALESKI | $50.00 | $11,298.00 | Pending |
| [50-43 - Heating and Air Conditioning Units (Residential)] | | | | | |
| **122564** | 516 SARATOGA ST..6-1863-14 | ANN M ATKINSON | $50.00 | $8,915.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122565** | 401 13th AV..3-841 | ALVIN EDWARD & MIKAYLA LAURA PETASEK | $50.00 | $14,725.00 | Closed |
| [50-43 - Heating and Air Conditioning Units (Residential)] | | | | | |
| **122566** | 206 N DANZ AV..21-2090 | SAMANTHA A & JOSHUAH P POMPLUN | $50.00 | $11,225.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122569** | 2187-2189 CRESTWOOD SPRINGS DR..6H-3281 | PATRICK J VAUGHAN | $50.00 | $3,600.00 | Closed |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122573** | 521 HEYRMAN ST..21-2523-10 | ANGELICA GARCIA | $50.00 | $16,825.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122574** | 810 S MAPLE AV..2-249 | LUCIA HOPE VANGHEEM | $50.00 | $12,000.00 | Pending |
| [50-43 - Heating and Air Conditioning Units (Residential)] Heating and Air Conditioning Units (Residential) | | | | | |
| **122575** | 940 LANGLADE AV..1-343 | RACQUEL ROCKEY | $50.00 | $6,000.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential) | | | | | |
| **122579** | 1007 GRAY ST..18-979-7 | LISA K & JAMES J RODERICK | $50.00 | $5,600.00 | Closed |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122583** | 2559 SAGE DR..21-7214 | JENNIFER & TONY D ALEXANDER | $50.00 | $8,413.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] Heating Unit Only (Residential) | | | | | |
| **122585** | 1483 SHAWANO AV..6-250-A | MATTHEW A & PATRICIA M JOHNSON | $50.00 | $4,400.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122587** | 906 ROSCOE ST..1-1558 | MICHAEL J WICHOWSKI, ETAL | $50.00 | $6,000.00 | Closed |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122588** | 1679 KENNEDY DR..6-2740 | CHONG THAO | $50.00 | $4,000.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] | | | | | |
| **122610** | 336 N ASHLAND AV..5-1050 | NHIAPAO VANG, ETAL | $50.00 | $3,850.00 | Pending |
| [50-45 - Heating Unit Only (Residential)] CASE# 140468 | | | | | |
| **122397** | 408 S MILITARY AV..6-1771 | DENIS J & TONI M TOONEN | $70.00 | $1,200.00 | Closed |
| [60-24 - Repair/Alter Existing Plumbing System (Commercial)] | | | | | |
| **122399** | 1243 KENWOOD ST..1-2659 | JOHN F & LINDA M KATERS | $150.00 | $15,000.00 | Pending |

[60-25 - Repair/Alter Existing Plumbing System (Residential)]

**122410** 253 NEWBERRY CT..21-88-19 — JAMES A & BARBARA A STERR — $50.00 — $2,000.00 — Pending
[60-25 - Tub to Shower (Residential)]

**122428** 1691 CROOKS ST..21-1272 — CASSANDRA J DEMMITH — $30.00 — $10,000.00 — Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)]

**122442** 128 ALLEN AV..21-1117 — PEGGY A MALCORE — $50.00 — $12,000.00 — Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]

**122461** 3476 NICOLET DR..22-44-26 — ROBERT B & BROOKE B COLEATES REVOCABLE TRUST OF 2025 — $50.00 — $1,000.00 — Pending
[60-25 - Tub to Shower (Residential)]

**122462** 2610 APPIAN WAY..21-79-3 — DARIN E & RACHEL L JOHNSON — $50.00 — $1,000.00 — Pending
[60-25 - Tub to Shower (Residential)]

**122463** 1285 OREGON ST..5-669-C — JANICE M MOLLET — $50.00 — $1,000.00 — Pending
[60-25 - Tub to Shower (Residential)]

**122469** 2246 STARLITE LN..21-2144-M-31 — DANIEL & JANICE BOHACHEK — $50.00 — $1,204.00 — Pending
[60-25 - Tub to Shower (Residential)]

**122470** 435 S ROOSEVELT ST..14-1300 — SAUL & YESSENIA V REYES SANCHEZ — $30.00 — $4,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122471** 157 N ASHLAND AV..4-134 — CATHERINE M CLANCY — $30.00 — $4,000.00 — Pending
[60-29 - Water Service - Connection/Repair (Residential)]

**122472** 735 S BAIRD ST..17-785 — DELWIN PROPERTIES LLC — $30.00 — $8,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] Please close this project out once payment is recieved inspection was done11/13/2025

**122475** 1331 E WALNUT ST..14-223 — CARLOS NAVARRETE, ETAL — $30.00 — $5,450.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122476** 1423 CROOKS ST..17-894 — CHARLES R TIMMERMAN — $30.00 — $5,500.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122477** 1563 ELLIS ST..19-219 — RAMIR GILLEGO — $30.00 — $4,650.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122478** 1339 CHERRY ST..14-132 — MARY JANE JORGENSEN — $30.00 — $4,450.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122501** 1004 LANGLADE AV..1-309 — MICHAEL A SCHULTZ — $30.00 — $5,461.00 — Pending
[60-27 - Water Heater (Residential)]

**122502** 832 PINE ST..10-41-B — HUGO C GOMEZ CARVAJAL — $30.00 — $4,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122503** 2411 VAN BEEK RD..21-128-6 — JAMES G & MARLENE L PATACSIL — $30.00 — $6,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122504** 739 S CLAY ST..14-1164 — STUART A & CATHERINE A SCHMIDT — $30.00 — $3,800.00 — Closed

[60-29 - Water Service - Connection/Repair (Residential)] Please close project once payment is recieved. inspected 11/14/2025

**122506** 132 N ASHLAND AV..4-240 — NOR PHONG & BAO XIONG KONG — $30.00 — $4,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE, LEAD REPLACEMENT PROGRAM

**122524** 116 N QUINCY ST..10-86 — EQUITY TRUST COMPANY CUSTODIAN — $30.00 — $1,000.00 — Pending
[60-29 - Water Service - Connection/Repair (Residential)]

**122525** 1660 KIMBALL ST..21-2523-1-1 — BETTY A HOWARD — $30.00 — $1,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122526** 121 S JACKSON ST..14-710 — CHRISTOPHER GROAT — $30.00 — $1,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122527** 1533 PROPER ST..19-268 — DEAN C DESTREE, ETAL — $30.00 — $1,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122528** 1465 CEDAR ST..8-101 — FELIPE MACIAS — $30.00 — $1,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122529** 614 N BAIRD ST..8-158 — PRESTIGE INVESTMENTS LLC — $30.00 — $1,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122547** 1584 CROOKS ST..8-826 — CHRISTOPHER & HEATHER BABIK — $30.00 — $3,000.00 — Pending
[60-27 - Water Heater (Residential)]

**122551** 815 ST. GEORGE ST..7-66 — CLINT GIGOT — $30.00 — $3,000.00 — Pending
[60-27 - Water Heater (Residential)]

**122559** 1129 DOUSMAN ST..5-697-B — NATHAN J BURG — $30.00 — $3,850.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)]

**122560** 2178 IRONWOOD DR..6H-3673 — KATERS JOHN S & MARY E JOINT REVOCABLE TRUST — $50.00 — $12,293.00 — Pending
[60-25 - Tub to Shower (Residential)]

**122570** 1100 DEVONWOOD DR..6-2612 — MICHAEL H JOHNSON, ETAL — $50.00 — $2,368.00 — Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]

**122612** 2644 MARY JO CT..21-4514 — CHERYL A STEGER — $50.00 — $10,517.00 — Pending
[60-25 - Tub to Shower (Residential)]

**121073** 1267 W MASON ST..2-56-B — NUWAY PROPERTIES LLC — $115.00 — $400.00 — Closed
[70-1 - Signs - Permanent] Lighted Sign Over Front Entrance Facing W Mason St

**121284** 1238-21 MAIN ST..8-852 — REY REY PROPERTIES LLC — $94.50 — $600.00 — Pending
[70-1 - Signs - Permanent] PROJECTING BLADE SIGN APPROXIMATELY 9 SQ FT. FRONT OF BUILING ON MAIN STREET.

**122390** 1025 MORAINE WAY..6-2788 — GREEN BAY FAMILY APARTMENTS LLC — $100.00 — $1,500.00 — Pending
[70-1 - Signs - Permanent] MONUMENT SIGN INSIDE OF SIDEWALK ALONG MORAINE WAY APPROXIMATELY 20 SQ FT

**122391** 800 LIME KILN RD..21-1355-17 — GREEN BAY FAMILY APARTMENTS LLC — $102.00 — $1,500.00 — Pending
[70-1 - Signs - Permanent] MONUMENT BRANDING SIGN ON LIME KILN APPROXIMATELY 24 SQ FT

**122460** 2611 W MASON ST..6H-1137-9 — MUNGER HOLDINGS LLC — $99.00 — $4,600.00 — Pending

[70-1 - Signs - Permanent] ADDING 18 SQ FT LIGHTED CABINET SIGN TO EXISTING POLE SIGN

| | | | | | |
|---|---|---|---|---|---|
| **122509** | 1330 VELP AV..18-744 | MIRHASHEMI INC | $115.00 | $2,000.00 | Pending |

[70-1 - Signs - Permanent] NON ILLUMINATED 50 SQ FT BRANDING SIGN ON FRONT LOT OF BUILDING

| | | | | | |
|---|---|---|---|---|---|
| **122591** | 1593 E MASON ST..8-480 | TRUE NORTH ENERGY LLC | $96.00 | $1,800.00 | Pending |

[70-1 - Signs - Permanent] 3 - 12 SQ FT NON ILLUMINATED WALL CABINET SIGNS TO WEST ELEVATION

| | | | | | |
|---|---|---|---|---|---|
| **122592** | 2611 W MASON ST..6H-1137-9 | MUNGER HOLDINGS LLC | $96.00 | $1,800.00 | Pending |

[70-1 - Signs - Permanent] 3 - 12 SQ FT NONILLUMINATED WALL CABINET SIGNS

| | | | | |
|---|---|---|---|---|
| **Totals:** | 218 projects | $51,993.04 | $48,119,065.05 | |

# Summary of Projects Issued

**11/1/2025 to 11/30/2025**

| Class of Work | Proj | Site | Plan | Bldg | Elec | HVAC | Plbg | EC | Fees Paid | Estimated Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| **1** Residential - New - Single Family House | 9 | 9 | 17 | 9 | 9 | 9 | 9 | 9 | $11,396.64 | $3,348,565.00 |
| **2** Residential - Alteration - 1 -2 Family House | 16 | 1 | 3 | 16 | 7 | 4 | 6 | 0 | $2,060.00 | $28,064,756.00 |
| **3** Residential - New - Single Family House w/ Zero Lotline (each unit is separate from adjoining unit with wall extending from ground to roof, no units above or below, separate HVAC systems and utility meters) | 5 | 5 | 10 | 5 | 5 | 5 | 5 | 5 | $5,185.65 | $1,280,710.00 |
| **7** Deck, Porch, Ramp (Residential) | 10 | 3 | 5 | 10 | 0 | 0 | 0 | 0 | $925.00 | $77,050.00 |
| **9** Raze - Building or Structure (Residential) | 2 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | $160.00 | $37,500.00 |
| **11** Driveway Replacement and/or Expansion (Residential) | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | $100.00 | $33,800.00 |
| **11** Fence (Residential) | 13 | 0 | 0 | 13 | 0 | 0 | 0 | 0 | $650.00 | $101,250.25 |
| **11** Foundation Repair (Residential) | 3 | 0 | 1 | 3 | 1 | 1 | 1 | 0 | $325.00 | $61,895.00 |
| **11** Garage/Carport/Shed (residential) | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | $300.00 | $15,280.00 |
| **11** Z - Misc Project Not Listed (Resiential) | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | $75.00 | $5,000.00 |
| **31** Commercial - Addition - Non-Residence, Non-housekeeping | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 0 | $1,006.41 | $250,000.00 |
| **31** Commercial - Alteration - Non-Residence, Non-Housekeeping | 9 | 3 | 10 | 9 | 8 | 6 | 7 | 0 | $17,346.32 | $8,244,275.00 |
| **31** Commercial - New - Garage or Carport | 1 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | $485.50 | $96,000.00 |
| **31** Commercial - New - Service Station, Repair Garage | 1 | 1 | 3 | 1 | 1 | 1 | 1 | 1 | $1,863.02 | $1,476,340.00 |
| **34** Parking Lot - New & Reconstruction (Commerical) | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | $120.00 | $362,800.00 |
| **34** Roofing (Commercial) | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | $1,692.00 | $3,539,956.00 |
| **34** Window, Door - Replacement (Commercial) | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | $70.00 | $50,000.00 |
| **34** Z - Misc Project Not Listed (Commercial) | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | $0.00 | $0.00 |
| **40** Electrical Service - Change (Residential) | 6 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | $300.00 | $16,550.00 |
| **40** Electrical Wiring (Misc., Alteration, Repair) (Commercial) | 6 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | $510.00 | $126,134.00 |
| **40** Electrical Wiring (Misc., Alteration, Repair) (Residential) | 10 | 0 | 0 | 0 | 10 | 0 | 1 | 0 | $600.00 | $31,884.80 |
| **40** Solar Panels - Electric | 3 | 0 | 1 | 3 | 3 | 0 | 0 | 0 | $325.00 | $60,600.00 |
| **50** AC Unit Only (Residential) | 3 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | $150.00 | $34,148.00 |
| **50** Heating and Air Conditioning Units (Commercial) | 2 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | $800.00 | $124,542.00 |
| **50** Heating and Air Conditioning Units (Residential) | 13 | 0 | 0 | 0 | 0 | 13 | 0 | 0 | $650.00 | $142,506.00 |
| **50** Heating Unit Only (Commercial) | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | $70.00 | $5,358.00 |
| **50** Heating Unit Only (Residential) | 46 | 0 | 0 | 0 | 0 | 46 | 0 | 0 | $2,300.00 | $262,917.00 |
| **50** Mini Split System (Residential) | 2 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | $100.00 | $21,305.00 |
| **50** Repair/Alter Existing HVAC System (Commercial) | 2 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | $280.00 | $89,000.00 |
| **60** Repair/Alter Existing Plumbing System (Commercial) | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | $70.00 | $1,200.00 |
| **60** Repair/Alter Existing Plumbing System (Residential) | 3 | 0 | 0 | 1 | 1 | 0 | 3 | 0 | $250.00 | $29,368.00 |
| **60** Storm Sewers - Connection/Repair (Residential) | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | $30.00 | $10,000.00 |
| **60** Tub to Shower (Residential) | 7 | 0 | 0 | 0 | 0 | 0 | 7 | 0 | $350.00 | $29,014.00 |
| **60** Water Heater (Residential) | 3 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | $90.00 | $11,461.00 |
| **60** Water Service - Connection/Repair (Residential) | 18 | 0 | 0 | 0 | 0 | 0 | 18 | 0 | $540.00 | $63,700.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **70** Signs - Permanent | 8 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | $817.50 | $14,200.00 |
| **Totals:** | 218 | 31 | 55 | 95 | 60 | 96 | 66 | 15 | $51,993.04 | $48,119,065.05 |

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # W.1

Resolution authorizing a 2025 budget amendment for unbudgeted overtime for special events.

## BACKGROUND

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Combined Resolution for 12.9.25 Finance Meeting

# RESOLUTION AUTHORIZING
# BUDGET AMENDMENT

## December 16, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 9, 2025, the following 2025 amendment of funds is hereby authorized:

| | ACCOUNT | | AMOUNT |
|---|---|---|---|
| Increase: | 101300 50501 | Police-Overtime | $61,644.40 |
| Increase: | 101300 46223 | Police Overtime Reimbursement | $61,644.40 |

***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, Walk to End Alzheimer's, Notre Dame Football, Farmer's Markets, Cnesses Temple Security, Virtue Walk, Mauthe Speaking Event, WI Badger Football Game K-9 Assist, Jubilee Day of Encounter Event, Hot Cider Hustle, Tony Weid Press Conference, Rummeles 75th Anniversary Event, Bellin Half Marathon and the Pop Up Pride Event.*

| | | | |
|---|---|---|---|
| Increase: | 101400 50501 | Fire-Overtime | $5,526.86 |
| Increase: | 101400 46223 | Fire Overtime Reimbursement | $5,526.86 |

***This budget amendment is for 2025 unbudgeted overtime for staffing at the Brown County Fire Investigation Task Force, UWGB Soccer, UWGB Festival and the Hot Cider Hustle.*

| | | | |
|---|---|---|---|
| Increase: | 101400 50501 | Fire-Overtime | $17,820.00 |
| Increase: | 101400 43611 | Fire-State Overtime Reimbursement | $17,820.00 |

***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

**RESOLUTION ESTABLISHING POLLING LOCATIONS AND ALTERNATE IN-PERSON ABSENTEE VOTING SITES FOR THE 2026 SPRING PRIMARY AND GENERAL ELECTIONS IN THE CITY OF GREEN BAY**

December 16, 2025

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, in accordance with Wis. Stats. § 5.25, the City of Green Bay is required to identify and publish the location of polling places for all elections; and

WHEREAS, the City Clerk has identified certain additional locations that may be used as polling places in the event of an emergency; and

WHEREAS, in accordance with Wis. Stats. § 6.855, the City of Green Bay is authorized to operate alternative sites for in person absentee voting; and

WHEREAS, offering in-person absentee voting at more sites offers greater opportunities to voters throughout the City;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay does hereby establish polling places for wards of the City of Green Bay, as well as additional polling places to be used in the event of an emergency, as identified in the attached Exhibit A, incorporated herein by reference, for the Spring Primary on February 17, 2026 and the Spring General Election on April 7, 2026.

BE IT FURTHER RESOLVED that the City Clerk offer in-person absentee voting at any of the following alternate locations for the Spring Primary on February 17, 2026, and the Spring General Election on April 7, 2026:

1. City Hall, 100 N. Jefferson St., Room 101
2. St. Bernard's Church, 2040 Hillside Lane
3. One Way Christian Church, 2071 9th Street

Approved_____

_____
Eric Genrich, Mayor

LAW
Attachment – Exhibit A

# Exhibit A

## Polling Locations:

Spring Primary Election – February 17, 2026
Spring General Election – April 7, 2026

| wards | location | address |
|---|---|---|
| 1 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 2 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 3 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 4 | Christ of the Bay | 450 Laverne Dr. |
| 5 | Christ of the Bay | 450 Laverne Dr. |
| 6 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 7 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 8 | UWGB--Kress East/West Gym | 2358 Leon Bond Dr. |
| 9 | St. Bernard's Church | 2040 Hillside Ln. |
| 10 | St. Bernard's Church | 2040 Hillside Ln. |
| 11 | Central Assembly Church | 831 Schoen St. |
| 11A | Central Assembly Church | 831 Schoen St. |
| 12 | Central Assembly Church | 831 Schoen St. |
| 12A | Central Assembly Church | 831 Schoen St. |
| 13 | First United Church | 509 S. Webster Ave. |
| 14 | Union Congregational Church | 716 S. Madison St. |
| 15 | GB Water Utility Conference Rm | 631 S. Adams St. |
| 16 | Triangle Hill Park Shelter | 500 Beverly Rd. |
| 17 | Triangle Hill Park Shelter | 500 Beverly Rd. |
| 18 | Atonement Church | 2132 Deckner Ave. |
| 19 | Atonement Church | 2132 Deckner Ave. |
| 20 | Wildlife Sanctuary DRC Learning Ctr | 1660 E. Shore Dr. |

| | | |
|---|---|---|
| 21 | Green Bay Labor Temple | 1570 Elizabeth St. |
| 22 | Wildlife Sanctuary DRC Learning Ctr | 1660 E. Shore Dr. |
| 23 | Wildlife Sanctuary DRC Learning Ctr | 1660 E. Shore Dr. |
| 24 | Green Bay Metro | 901 University Ave. |
| 25 | Green Bay Metro | 901 University Ave. |
| 26 | Salvation Army | 626 Union Ct. |
| 27 | First Presbyterian Church | 200 S. Ashland Ave. |
| 28 | Redeemer Church | 210 S. Oneida St. |
| 29 | Perkins Park Shelter | 600 N Fisk St |
| 30 | St. Joseph Church--Holy Grounds Café | 936 9th Street |
| 31 | Calvary Church | 1301 S. Ridge Rd. |
| 32 | Calvary Church | 1301 S. Ridge Rd. |
| 33 | Green Bay Water Utility Conference Room | 631 S. Adams St. |
| 34 | Redeemer Church | 210 S. Oneida St. |
| 35 | Trinity Church | 330 S. Broadway |
| 36 | St. Joseph Church--Holy Grounds Café | 936 9th Street |
| 37 | St. Paul's Church | 341 Wilson Ave. |
| 37A | St. Paul's Church | 341 Wilson Ave. |
| 38 | St. Jude's Church | 1420 Division St. |
| 39 | St. Jude's Church | 1420 Division St. |
| 40 | Living Hope Church | 1839 W. Mason St. |
| 41 | Living Hope Church | 1839 W. Mason St. |
| 42 | Living Hope Church | 1840 W. Mason St. |
| 43 | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| 44 | Bridge Point Church | 2421 W. Point Rd. |
| 45 | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| 45A | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| 46 | Church of Christ | 2683 W. Point Rd. |

| | | |
|---|---|---|
| 47 | St. Elizabeth Ann Seton Church | 2771 Oakwood Dr. |
| no ward assigned | John Muir Park Shelter | 1761 Biemeret St. |
| no ward assigned | City Hall | 100 N Jefferson St |
| | | |
| Alt IPAV Location | City Hall | 100 N Jefferson St., Rm 101 |
| Alt IPAV Location East | St Bernard's Church | 2040 Hillside Ln. |
| Alt IPAV Location West | One Way Christian Church | 2071 9th St. |

Report to the
# Finance Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # W.3

Resolution authorizing the Associated Trust Company, N.A. corporate to enter into an Institutional Custody Agreement on behalf of the City of Green Bay.

## BACKGROUND

The City of Green Bay's finance office was contacted by the Fiduciary Officer at Associated Bank to update the Corporate Resolution with the current employees that states who can sign on behalf of the City of Green Bay for the KI Center Bonds.

This is a compliance request from Associated Bank and has been approved by the City Attorney.

## RECOMMENDATION

Approval of the request.

## FISCAL IMPACT

## ATTACHMENTS

1. Corporate Resolution authorized signers - Associated Bank

CORPORATE RESOLUTION

BE IT RESOLVED THAT Diana Ellenbecker, a Finance Director and Linda Chosa, an Assistant Finance Director/Treasurer of City of Green Bay, is authorized to enter into an Institutional Custody Agreement between City of Green Bay and Associated Trust Company, N.A., and is further authorized to identify, from time to time, those representatives of the above-named organization who are authorized to give directions and otherwise transact business with Associated Trust Company, N.A.

BE IT FURTHER RESOLVED THAT Diana Ellenbecker, a Finance Director and Linda Chosa, an Assistant Finance Director/Treasurer of City of Green Bay, is hereby authorized to sell, assign, and endorse for transfer certificates representing stocks, bonds, or other securities now or hereafter registered in the name of City of Green Bay, and is further authorized to give such directions as may be necessary for the transfer of assets from brokerage accounts or any other deposit accounts in the name of the above-named organization to Associated Trust Company, N.A.

I, Eric Genrich, an officer of City of Green Bay, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Green Bay Common Council of said organization at a meeting held on December 16, 2025, at which a quorum was present and voting, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the organization's articles, bylaws, or any other document under which the organization is operating.

Dated:

(SEAL)

_____

Name and Title of Officer

*(Signatory must be someone other than the officer authorized to enter into the agreement with Associated Trust Company, N.A.)*

Subscribed and sworn to before me this
_____day of _____, 20__.

_____

Notary Public
State of _____
My Commission: _____

**FINAL PAYMENTS RESOLUTION**
**December 16, 2025**

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **WSG 3-25 SAND BUNKER PAVING**
**PETERS CONCRETE CO.**

| | | |
|---|---|---|
| TOTAL AMOUNT EARNED: | $ | 147,954.49 |
| LESS AMOUNT RETAINED: | $ | 0.00 |
| | $ | 147,954.49 |
| LESS AMOUNT PREVIOUSLY PAID: | $ | 143,915.61 |
| **AMOUNT DUE THIS PAYMENT:** | **$** | **4,038.88** |

**ACCOUNT NUMBER**
**404500-55305-69145: $4,038.88**
**PO #2500180**

2. **BRIDGE 3-25 (GENERAL MAINTENANCE AND CONCRETE REPAIRS)**
**LUNDA CONSTRUCTION**

| | | |
|---|---|---|
| TOTAL AMOUNT EARNED: | $ | 284,856.78 |
| LESS AMOUNT RETAINED: | $ | 0.00 |
| | $ | 284,856.78 |
| LESS AMOUNT PREVIOUSLY PAID: | $ | 277,046.68 |
| **AMOUNT DUE THIS PAYMENT:** | **$** | **7,810.10** |

**ACCOUNT NUMBER**
**405500E-55311-69025: $7,810.10**
**PO #2500142**

Adopted _____, 2025

Approved _____, 2025

_____
Mayor

ATTEST:

_____

City Clerk

BMJ

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) IDLE SITES REDEVELOPMENT PROGRAM**

**December 16, 2025**

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) administers the Idle Sites Redevelopment Program, which provides grants to municipalities for the redevelopment of large, underutilized, or abandoned industrial or commercial properties; and

WHEREAS, the City of Green Bay seeks to promote redevelopment, job creation, public infrastructure improvements, and economic revitalization within the community; and

WHEREAS, the properties located at the former Badger Sheet Metal Site, 402 South Broadway, 420 South Broadway, 419 South Maple Avenue, and 421 Arndt Street (collectively, the "Property"), have been identified as an underutilized former industrial site that meets the eligibility criteria for the WEDC Idle Sites Redevelopment Program; and

WHEREAS, the City intends to pursue funding through the Idle Sites Redevelopment Program to support environmental remediation, site preparation, infrastructure improvements, and other eligible redevelopment activities necessary to return the Property to productive use; and

WHEREAS, the Idle Sites Redevelopment Program requires a formal resolution of the governing body authorizing the submission of the application and identifying an official authorized to execute documents and act on behalf of the municipality; and

WHEREAS, the Common Council of the City of Green Bay finds it to be in the City's best interest to apply for such grant funding to support redevelopment within the community.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Common Council hereby authorizes the submission of an application to the Wisconsin Economic Development Corporation Idle Sites Redevelopment Program for the redevelopment of the Property.

BE IT FURTHER RESOLVED that the City of Green Bay shall comply with all of the requirements of the program and hereby authorizes the Development Director to act on the behalf of the City to submit an Idle Sites Redevelopment Program application to WEDC, sign documents and take necessary action to undertake, direct and complete approved grant activities.

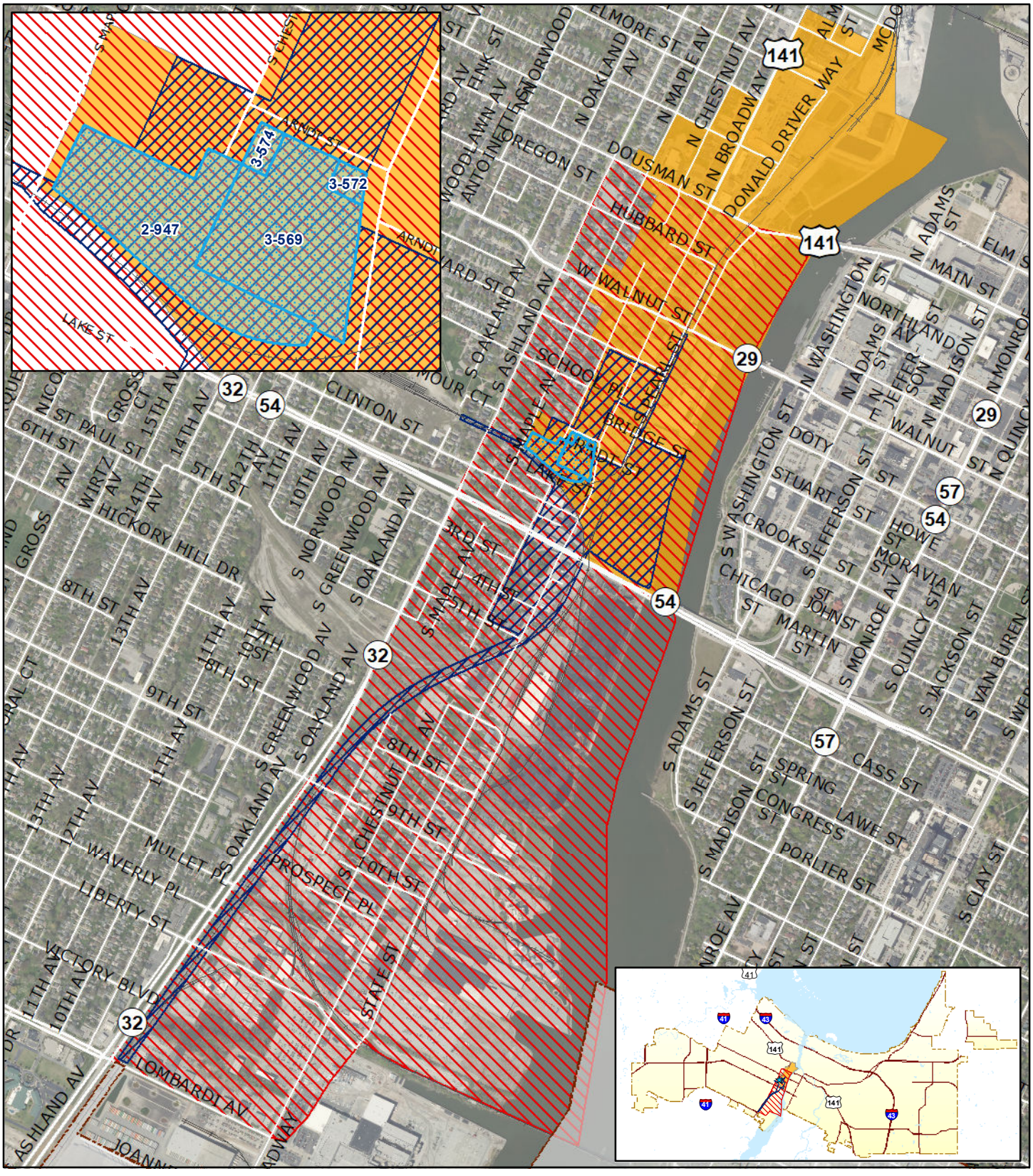
BE IT FURTHER RESOLVED that the City of Green Bay affirms its commitment to comply with all applicable program requirements, Federal and State regulations, and any conditions placed upon the award of WEDC Idle Sites Redevelopment Program funds.

Adopted _____

Approved _____

_____
Eric Genrich, Mayor

Attachment - Map




# Former Badger Sheet Metal - Green Bay
## Parcels 2-947, 3-569, 3-572, 3-574

0 500 1,000 2,000 Feet

N

Badger Sheet Metal Parcels

Tax Increment Finance District 22

Opportunity Zone

On Broadway BID

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

*10 Nov 2025 X:\Planning\Work Order Requests\2025\25.02 Office Maps\Idle Sites Grant\BadgerSheetMetal.mxd*

**RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 1336 THRUSH STREET (ZP 25-35)**

**December 16, 2025**

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

That, pursuant to Zoning Petition 25-35 and the recommendation of the Plan Commission on December 8, 2025, the City of Green Bay does authorize a Conditional Use Permit (CUP) for minor motor vehicle repair at 1336 Thrush Street, submitted by Tyler Johnson, applicant:

> Lot Two (2) of Certified Survey Map No. 3529 recorded in Volume 19 Certified Survey Maps, Page 333, Doc. No. 1157598, being part of Lots One (1) and Two (2), Block Two (2), of the recorded Plat of Oriole Addition No. 2, and part of vacated Royal Boulevard and part of Lot 56, Fort Howard Military Reserve, located in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.
>
> Tax Parcel No. 18-12-E

Said conditional-use permit shall be granted subject to:

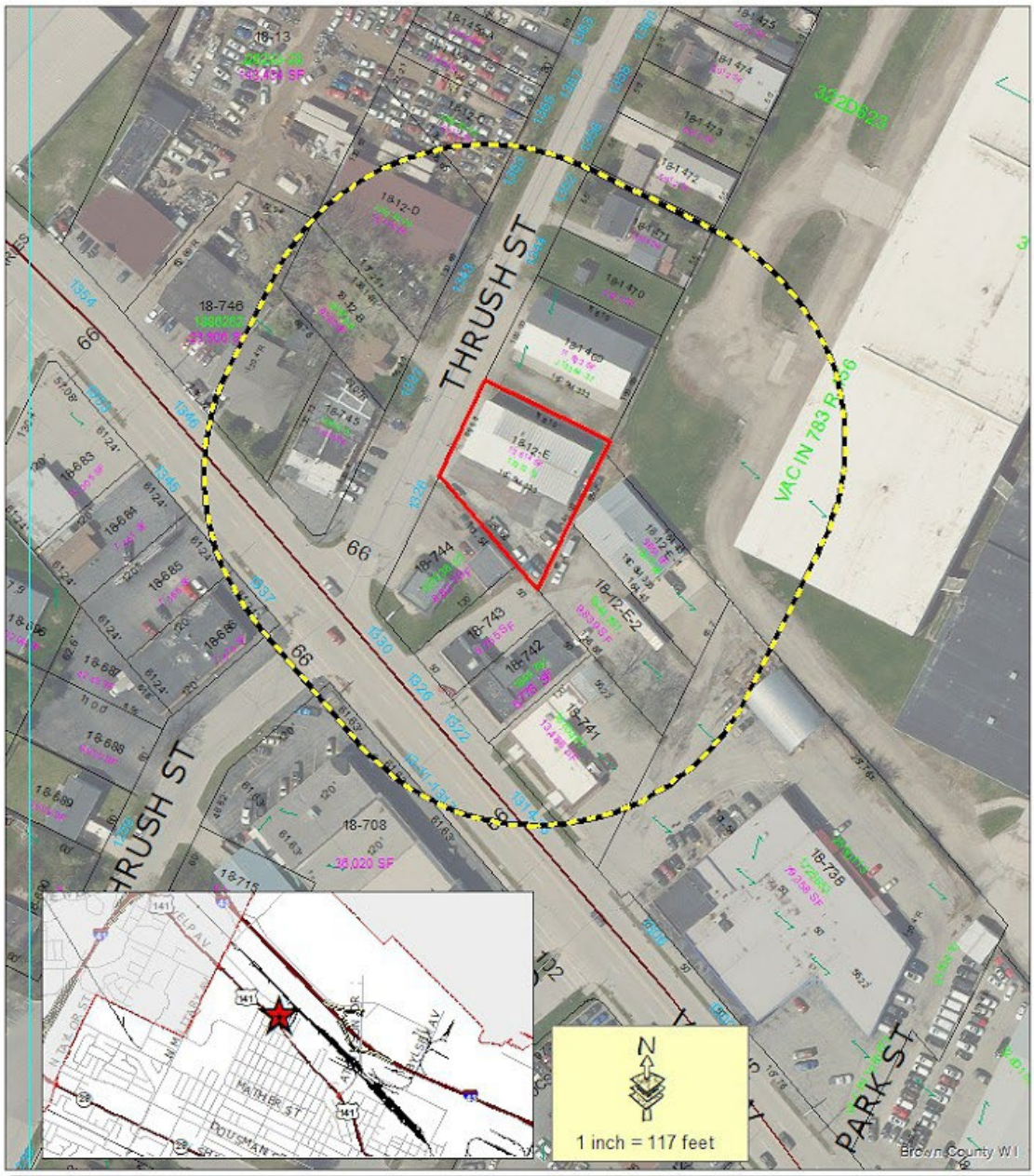
1. A change of use site plan is submitted and approved by the Community and Economic Development Department.

Adopted _____

Approved _____

_____
Eric Genrich, Mayor

DM
Attachment: Map




Subject Area

200' Property Owner Notice

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

**Zoning Petition (ZP 25-35)**
**Conditional Use Permit Request at 1336 Thrush Street for Minor Motor Vehicle Repair in General Industrial (GI) District**

CITY OF GREEN BAY
Titletown, USA

**RESOLUTION IN SUPPORT OF OUR SOMALI FRIENDS AND NEIGHBORS**

**December 16, 2025**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the people of Green Bay, in all their diversity, overwhelmingly recognize that this community has been positively shaped by immigrants and refugees; and

WHEREAS, the City of Green Bay rejects hateful rhetoric directed at our Somali neighbors and stands against cynical efforts to divide our residents; and

WHEREAS, the ordinance establishing the Green Bay Equal Rights Commission states that it is "the public policy of the City to foster, protect, and enforce the right to equal opportunity without regard to sex, race, religion, creed, color, national origin, [and] ancestry…" and

WHEREAS, the City of Green Bay reaffirms this commitment today, demonstrating our appreciation for every resident, regardless of national origin, including our immigrant and refugee neighbors from every part of the world; and

WHEREAS, we recognize the valuable contributions our Somali and Somali-American friends and neighbors have made to the civic, political, and economic life of Green Bay; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Green Bay stands with our Somali neighbors and acknowledges that their presence has made Green Bay a stronger and better community; and

BE IT FURTHER RESOLVED, that the Common Council encourages all City residents to celebrate the contributions of our Somali neighbors and extend wishes of peace and goodwill to all during this holiday season.

Approved_____

_____

Eric Genrich, Mayor

**Current recommendation from Staff and Plan Commission:**

Amendment of the Official Map is subject to the following conditions:
1. A maintenance/closure agreement shall be established with the Department of Public Works.
2. An ingress/egress easement is required over the drive alley portion of Parcel 3-99, connecting to the open portion of the alley.
3. This alley closure shall be considered void if a PUD or other planning device is not enacted to create a food truck yard and event space at 409 W Walnut Street.
*See attached PO 01-25 with exhibits*

**Proposed Edits to Conditions:**

Amendment of the Official Map is subject to the following conditions:
1. A maintenance/closure agreement shall be established with the Department of Public Works.
2. An ingress/egress easement is required within Parcel 3-99, connecting the open portion of the alley to S Chestnut Drive. The City shall be a party to this easement. The location shall be determined by the Department of Public Works and consider the turning radius of service vehicles.
3. A loading zone shall be established through Traffic, Bicycle, and Pedestrian Commission along Broadway for delivery purposes. It is encouraged that this should be a hybrid loading and parking zone.
4. This alley closure shall be considered void if a PUD or other planning device is not enacted to create a food truck yard and event space at 409 W Walnut Street.

**Issues & Their Solutions:**

1. **Delivery Trucks in Alley**
    a. Full-size semi-trucks have a turning radius that would require all of the parking stalls on the north side of the driving aisle on Parcel #3-99 to be removed; this is not agreeable to the applicant/property owner.
        i. The creation of a loading zone on Broadway would allow for deliveries along the street. The creation of a loading zone is done through Traffic, Bicycle, and Pedestrian Commission. CED and DPW staff support the creation of a loading zone in the area; the exact location would be determined by TBP. Three on-street stalls would be lost in creating a loading zone.

ii. Additionally, CED and DPW staff support a hybrid loading and parking zone, allowing for deliveries during certain (likely morning) hours, and parking otherwise. This, again, would have to be approved at TBP.

2. **Trash Trucks still using Alley/Turning Radius**
    a. It appears a standard front-loaded trash truck can make a 90-degree turn in 45 feet.
3. **Parking Study**
    a. The parking study from 2023 does NOT call for loading zones to be installed throughout downtown, but rather Pick-Up/Drop-Off (PUDO) lanes. PUDO lanes can also be used for loading zones, but loading zones aren't specifically called out in the parking study:

> *Recommendation: 14. Pick-Up / Drop-Off (PUDO) Lanes*
> *DESMAN received varying feedback about PUDO lanes. The reality is that PUDO lanes are necessary with an increasing number of pick-up and drop-off services, as well as deliveries. PUDO lanes help improve the flow of traffic and are more effective than 30-Minute meters, etc. DESMAN recommends that the Parking Division establish a program to implement PUDO lanes at a business' request. The requesting entities should be responsible for capital costs. The Parking Division should be responsible for maintenance thereafter.*

4. **Liquor License Expansion Questions**
    a. Is this allowed if it's an expansion of the outdoor space?
        i. This is being considered a Patio by the Clerk's Office. None of this needs to be addressed in the Closure information.
        ii. These provisions have to be adhered to by the occupant:

> *(g) Licensed patio.*
> *(1) New applications. The premises, as described in a license application under this chapter, may include a privately owned or controlled patio. The inclusion of the patio in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.*
> *(2) Amendment; applications. A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application,*

*including administrative review, and the restrictions provided in this chapter.*

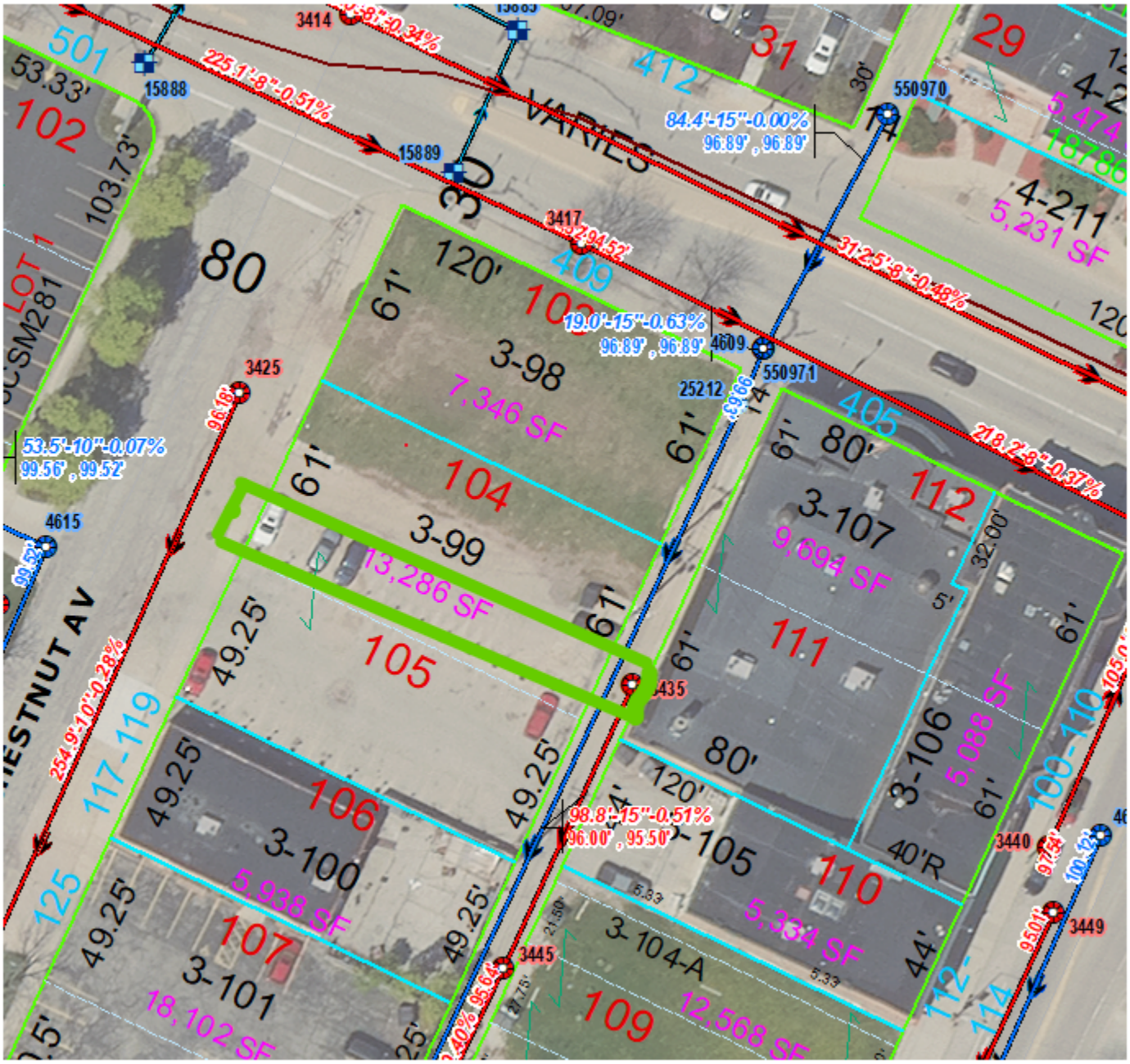
*(3) Immediately adjacent. A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.*

*(4) Barrier. A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.*

*(5) Ingress. Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.*

5. Utilities in Alley
    a. Manhole for Sanitary (red) will need regular access.
        i. Edit southern boundary of Closure Area to allow the manhole to remain in open alley area; Need new legal description for closure area – can get after approval
    b. Stormwater line (blue) will only have planned maintenance or emergency access needs.
        i. Add this into Maintenance Agreement, including how access will be granted; since fencing is required for Liquor License, detail that the fence must have feature to allow DPW trucks access as needed.
6. What is included in Maintenance Agreement?
    a. The Maintenance Agreement that is a condition of approval, can include anything the City deems necessary to include, including easements, fencing requirements, other access issues related to licensing, etc. These details are to be worked through with the applicant and it is not required to be reviewed by Council as part of the Closure process.
    b. There has been discussion about closing the curb-cut on Walnut to the alley. This is our curb cut and we can do that at any time if we choose. Director

Joosten wouldn't mind keeping it for truck access, but this can also be discussed in the future.



**PLANNING ORDINANCE NO. 01-25**

**AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY BY CLOSING A
PORTION OF THE ALLEY ADJACENT TO 409 W WALNUT STREET
TO PUBLIC TRAFFIC**

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

**SECTION 1.** Pursuant to Wis. Stat. § 62.23 (6)(c), the Official Map of the City of Green Bay, as created by Section 34-1, Green Bay Municipal Code, is hereby amended by closing to public traffic a portion of the alley located adjacent to 409 W Walnut Street. Said proposed alley closure is depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

**SECTION 2**. This amendment of the Official Map is subject to the following conditions:

1. A maintenance/closure agreement shall be established with the Department of Public Works.
2. An ingress/egress easement is required over the drive alley portion of Parcel 3-99, connecting to the open portion of the alley.
3. This alley closure shall be considered void if a PUD or other planning device is not enacted to create a food truck yard and event space at 409 W Walnut Street.

**SECTION 3.** All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 4.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 34-1, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

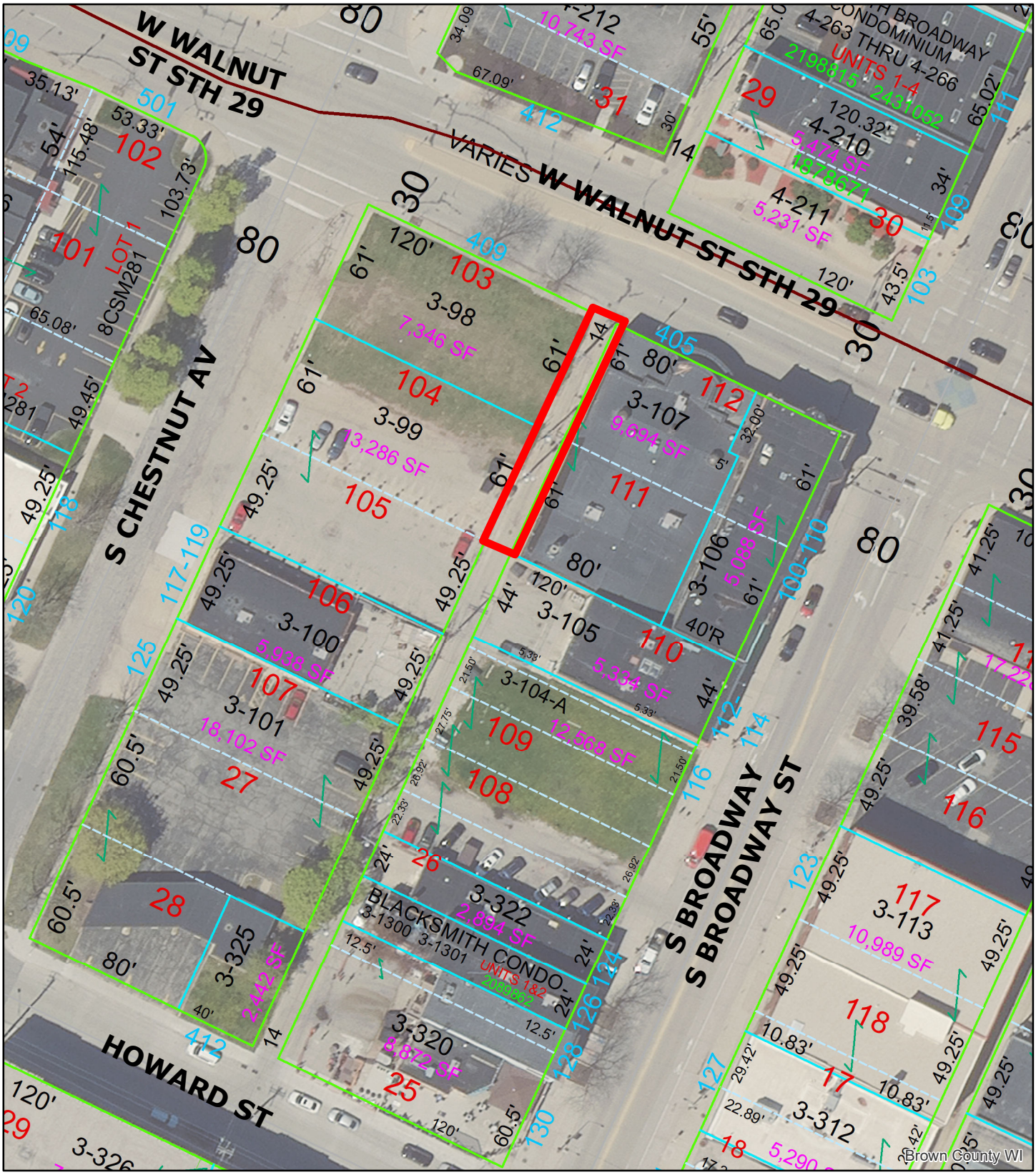
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Clerk

sh
Attachment:
Location Map




# (AC 25-01) Partial Alley Closure near 409 W Walnut Street

Feet
0 15 30 60

N

Proposed Alley Closure Area

*This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only.The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 10 Sep 2025 X:\Planning\Basemaps\template_8.5x11.mxd*

# Exhibit A

## LEGAL DESCRIPTION FOR ALLEY BETWEEN 405 AND 409 W WALNUT STREET

A portion of a 14 foot wide public alley being part of the Original Survey of Fort Howard, City of Green Bay, West Side of Fox River, Brown County, Wisconsin, described as follows:

**Beginning** at the northwest corner of Lot 112 of said Original Survey of Fort Howard, said point also being the intersection of the east line of a public alley and the south right-of-way of W Walnut Street;

thence S24°42'52"W, 122.57 feet on the east line of said public alley to the southwest corner of Lot 111 of said Original Survey of Fort Howard;

thence N64°10'12"W, 14.00 feet to the west line of said public alley and the southeast corner of Lot 104 of said Original Survey of Fort Howard;

thence N24°42'52"E, 122.57 feet on the west line of said public alley to the south right-of-way of W Walnut Street and the northeast corner of Lot 103 of said Original Survey of Fort Howard;

thence S64°10'27"E, 14.00 feet on said south right-of-way to the Point of Beginning.

Said described lands contain 1,716 square feet more or less.

**GENERAL ORDINANCE NO. 39-25**

**AN ORDINANCE**
**CREATING SECTION 1-13,**
**GREEN BAY MUNICIPAL CODE,**
**RELATING TO NON-ISSUANCE OF CITY LICENSES AND PERMITS**

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

**SECTION 1.** Section 1-13, Green Bay Municipal Code, is hereby created to read:

**Sec. 1-13 Non-issuance of city licenses and permits.**

(a) Unless otherwise specifically provided within this municipal code, licenses and permits required for carrying on of a trade or business within the City may be granted or renewed but shall not be issued to:
    (1) Premises. For any premises for which municipal taxes, assessments, or special charges are delinquent and unpaid.
        a. This subsection (1) shall not apply to prohibit the issuance of a license for any premises if:
            i. The unpaid municipal taxes, assessments or special charges were levied against the premises; and
            ii. The license or permit is necessary for the conduct of business on the premises by a lessee of the premises; and
            iii. The licensee or permittee and owner have no immediate or extended family, business, or financial relationship with one another other than as landlord and tenant.
    (2) Persons. To any person who is delinquent in the payment of municipal taxes, assessments or special charges related to the business or property for which the license or permit is sought.

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

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

Dated at Green Bay, Wisconsin, this _____day of _____, 2026.

APPROVED:

_____
Eric Genrich, Mayor

law
1/20/2026

ZONING ORDINANCE NO. 22-25

AN ORDINANCE AMENDING
ZONING ORDINANCE NO. 13-21 FOR THE
PLANNED UNIT DEVELOPMENT FOR THE
2300-2400 BLOCK EAST MASON STREET, EAST TOWN MALL
(ZP 25-34)

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

**SECTION 1.** Pursuant to Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, Section 3.E.1 of Zoning Ordinance No. 13-21, relating to the Planned Unit Development (PUD) for the 2300-2400 Block of East Mason Street, is hereby amended as follows:

b. Wall mounted signage for **each "in lot" or parcel separate from the main mall structure** ~~all principal buildings~~ shall be restricted to the following:

1. No more than 80 square feet of signage on any single wall.
2. No more than 185 square feet of signage for all wall total.
3. Accessory buildings shall not be allowed any signage.

**c. Wall mounted signage for the main mall structure shall be restricted to the following:**

**1. No more than 200 square feet of signage for any single sign.**
**2. No more than one (1) wall sign per business per street frontage.**
**3. A maximum of 640 square feet of total wall signage per building frontage is allowed.**

**SECTION 2.** The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee-simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 3.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 4.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.** In addition to all other remedies available to the City of Green Bay, the City

may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 6.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

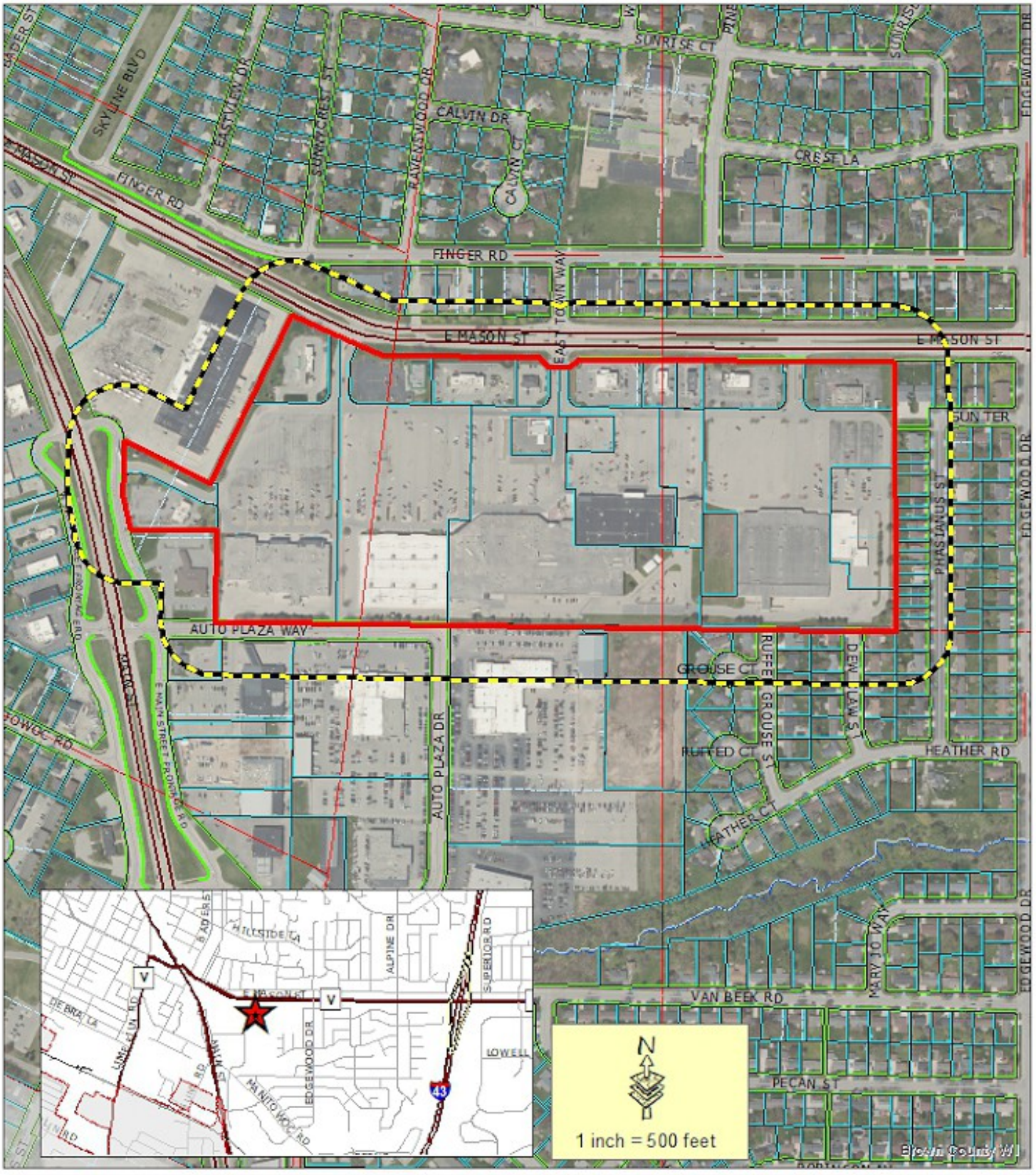
**SECTION 7.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2026.

APPROVED:

_____
Mayor

sh




Subject Area

200' Property Owner Notice

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

# Zoning Petition (ZP 25-34)
# Planned Unit Development Amendment
# East Town Mall Wall Signage
# 2300-2400 E. Mason Street

CITY OF GREEN BAY
Titletown, USA

Report to the
# Protection and Policy Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # X.4

General Ordinance No. 38-25
An ordinance amending Section 18-44(4)(a) Relating to International Fire Code.

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. Draft G.O. 38-25 Relating to International Fire Code

**GENERAL ORDINANCE NO. 38-25**

**AN ORDINANCE**
**AMENDING SECTION 18-44(4)(a),**
**GREEN BAY MUNICIPAL CODE,**
**RELATING TO INTERNATIONAL FIRE CODE**

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

**SECTION 1.** Section 18-44(4)(a), Green Bay Municipal Code, is hereby amended to read:

(4) International Fire Code, ~~2015~~ **2021** Edition, Adopted. The most current edition and any subsequent editions, as amended from time to time, of the International Fire Code ("IFC"), 2015 Edition, is hereby adopted and by reference made part of this article as if fully set forth herein.

a. The following sections contained within the IFC are hereby revised:

1. *Section 101.1.* Insert: City of Green Bay.

2. *Section ~~109.4.~~* **112.4.** Insert: specify offense: civil ordinance violation amount: $1,000.00 plus costs number of days: the number of days allowed by law.

3. *Section ~~111.4.~~* **113.4** Insert: amount (1): $250.00 plus costs amount (2): $1,000.00 plus costs.

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

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

Dated at Green Bay, Wisconsin, this _____day of _____, 2026.

APPROVED:

_____
Eric Genrich, Mayor

law

1/20/2026

Report to the
# Protection and Policy Committee of the City of Green Bay

| MEETING DATE | PREPARED BY |
|---|---|
| December 16, 2025 | |

## AGENDA ITEM # X.5

General Ordinance 37-25
An ordinance Amending Section 12-11(a) Relating to Equal Rights Commission *(committee vote was 2 in favor of the change and 2 opposed to the change).*

## BACKGROUND

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. Draft G.O. 37-25 Relating to Equal Rights Commission

**GENERAL ORDINANCE NO. 37-25**

**AN ORDINANCE**
**AMENDING SECTION 12-11(a),**
**GREEN BAY MUNICIPAL CODE,**
**RELATING TO EQUAL RIGHTS COMMISSION**

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

**SECTION 1.** Section 12-11(a), Green Bay Municipal Code, is hereby amended to read:

**Sec. 12-11. Equal Rights Commission.**

(a) *Members.* The Equal Rights Commission shall consist of ~~nine~~ **seven** residents of the City, appointed from a diverse and representative cross-section of the community, inclusive of traditionally underrepresented groups, who shall be members only so long as they shall reside in the City. The membership of the Commission shall include one Alder**, who shall have voting privileges**.

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

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

Dated at Green Bay, Wisconsin, this _____day of _____, 2026.

APPROVED:

_____
Eric Genrich, Mayor

1/20/2026

# ZONING ORDINANCE NO. 23-25

## AN ORDINANCE REZONING A PORTION OF THE PROPERTY LOCATED AT 500 DAY STREET (PARCEL 7-1) FROM GENERAL INDUSTRIAL DISTRICT TO LIGHT INDUSTRIAL DISTRICT (ZP 24-48)

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

**SECTION 1.** Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as a part of tax parcel 7-1 located at 500 Day Street from (GI) General Industrial District to (LI) Light Industrial District.:

Part of Blocks 17, 18, 19, including vacated streets and alleys, in Eastmans Addition to Green Bay and those lands lying in part of Private Claim 1, East Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows: Commencing at the intersection of the Westerly line of Quincy Street and the centerline of Eastman Avenue,
Thence S 26º22'04"W along the Westerly line of Quincy Street, a distance of 840.44 feet more or less to the Northeast Corner of Lot 6, Block 3 of said Eastmans Addition, also being on the Westerly right of way line of North Quincy Street, said point being the Point of Beginning;
Thence N 63º 31'45"W along the South right of way line of vacated Day Street, a distance of 1,272.17 feet more or less to a point on the combined Pier head and Bulkhead Line established from a US War Department, Corps of Engineers map dated April 19, 1940;
Thence N 28º44'00"W following calls on said Bulkhead line, a distance of 262.86 feet;
Thence S 63º31'45"E along a line parallel with and 150 feet North of the South right of way line of vacated Day Street, a distance of 1,488.02 feet more or less to a point on the Westerly right of way line of Quincy Street;
Thence S 26º22'04"W along the Westerly line of Quincy Street, a distance of 150.00 feet to the Point of Beginning.

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

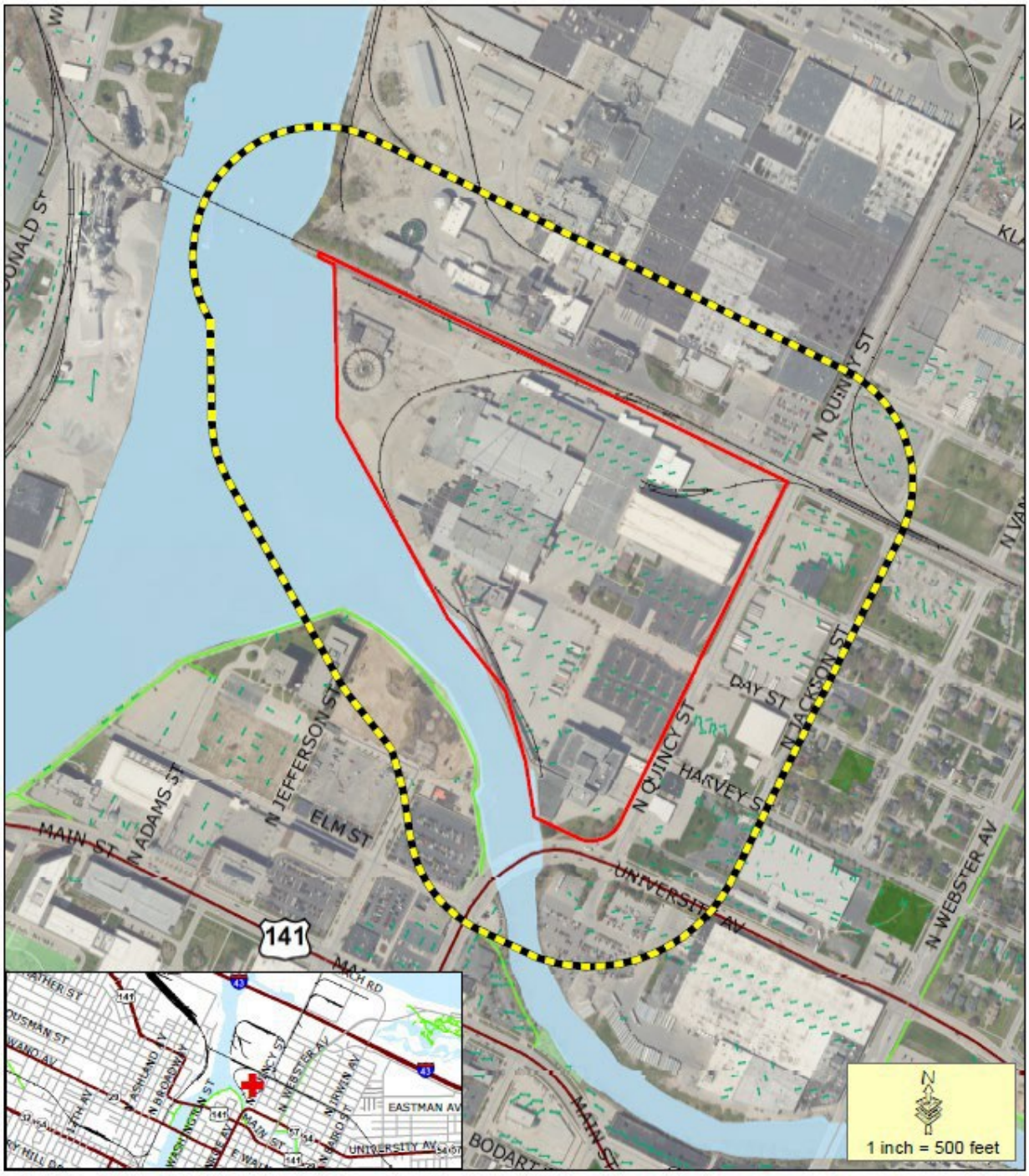
**SECTION 3.** This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this_____day of_____, 2025.

APPROVED:

_____
Eric Genrich, Mayor

db
Attachment – Map
Attachment – Map with Zoning Districts



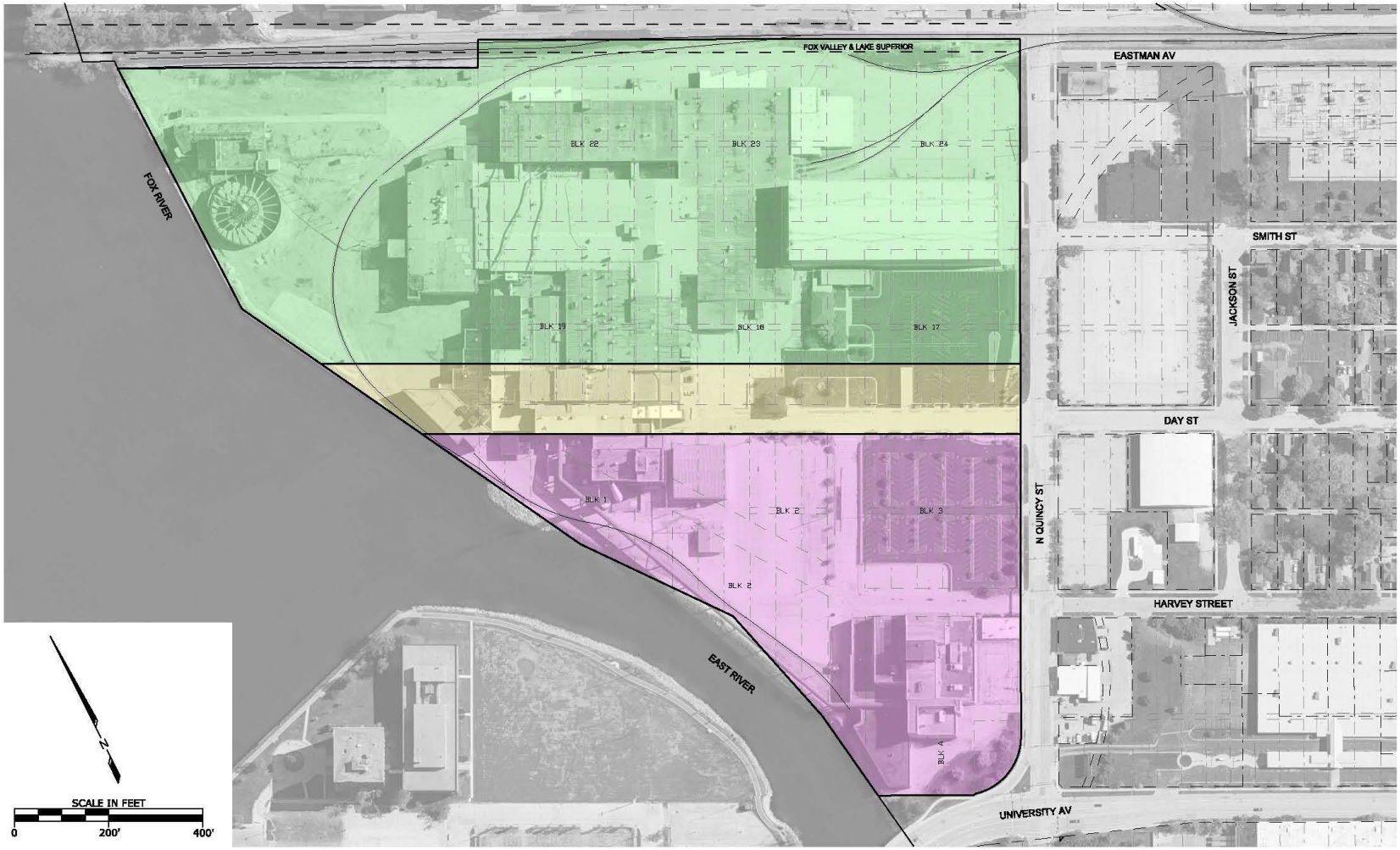

Proposed CPA & ZP

400+' Property Owner Notice

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Map prepared by DB

**Comp Plan Amendment (CPA 24-05)**
**& Zoning Petition (ZP 24-48)**
**Proposed Future Land-Use &**
**Zoning District Change at**
**500 Day Street (Parcel 7-1)**

GREEN BAY
Titletown, USA




McDONALD PROPERTY SERVICES

| REV. # | BY | DATE | DESCRIPTION |
|---|---|---|---|
| | | | |

GENERAL INDUSTRIAL

LIGHT INDUSTRIAL

DOWNTOWN 2

DRAWN BY: DJB
CHECKED BY: FMH
DATE: 12/11/2025
SCALE: AS NOTED

GREEN BAY
Titletown, USA

# PROPOSED ZONING PLAN
## GEORGIA PACIFIC PROPERTY
500 DAY STREET
CITY OF GREEN BAY
BROWN COUNTY, WI

ISSUED FOR REVIEW ONLY

SHEET # P-01

SHEET 01 OF 01