AGENDA
PUBLIC WORKS COMMITTEE MEETING
Tuesday, November 3rd, 2026 at 5:30 p.m.
Allouez Village Hall, 1900 Libal Street

1. CALL TO ORDER/ ROLL CALL

2. MODIFY/ADOPT AGENDA

3. ANNOUNCEMENTS
   a. The Hiring of Tim Cook, Equipment Operator, Street Department

4. PUBLIC APPEARANCES

OLD BUSINESS:

5. DISCUSSION/ACTION RE: LIBAL STREET REAL ESTATE ACQUISITION

NEW BUSINESS:

6. DISCUSSION/ACTION RE: AMENDMENT TO CHAPTER 432, WASTE MANAGEMENT, OF THE VILLAGE OF ALLOUEZ MUNICIPAL CODE

7. DISCUSSION/ACTION RE: WATER UTILITY CUSTOMER PORTAL – AQUAHAWK SERVICE AGREEMENT

DISCUSSION:

8. DISCUSSION RE: BEAUPRE ST. ON-STREET PARKING

9. FUTURE AGENDA ITEMS

10. ADJOURNMENT

NOTE: It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above noticed meeting to gather information; no action will be taken by any governmental body at the above noticed meeting other than the governmental body specifically referred to above in this notice.

VILLAGE OF ALLOUEZ

Allouez Village Hall ◦ 1900 Libal Street ◦ Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 ◦ Fax No.: (920) 448-2850

Department of Public Works

10/15/2026

SPECIAL EQUIPMENT OPERATOR HIRE

We are pleased to announce the hiring of Tim Cook as a special equipment operator. Tim will be responsible for street operation duties including garbage and recycling, refuse and brush collection, snow plowing and other department duties. Tim's first day of work was on Monday, the 12th of October.

Tim recently worked for the Michigan DNR and for Bayland Transport as a truck driver.

We welcome Tim to our Public Works team, and we look forward to working with him.

VILLAGE OF ALLOUEZ

Allouez Village Hall ◦ 1900 Libal Street ◦ Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 ◦ Fax No.: (920) 448-2850

Department of Public Works

10/29/2026

LIBAL ST. RESURFACING PROJECT – AMENDED REAL ESTATE ACQUISITION

Shortly after Village Board approval and the filing of documents with the Brown County Clerk's Office, raSmith (Engineering Consultant) identified the need for an additional Temporary Limited Easement (TLE) at the northwest corner of E. Briar Lane and Libal Street. The additional TLE is needed to facilitate the repair of a severely heaved sidewalk caused by a tree located on private property. Acquisition of the TLE would allow the Village to remove the tree and perform grading activities on private property.

The additional TLE is shown as Parcel 35 on the revised TLE exhibits. Attached are the revised TLE exhibits and Relocation Order. Upon Village Board approval, the revised TLE exhibits and Relocation Order will be filed with the Brown County Clerk's Office.

Suggested Motion

Committee recommendation to the Village Board approving the real estate acquisition as shown on the amended TLE exhibits.

Sean J. Gehin, P.E.
Village Public Works Director

R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 1

TLE ACQUISITION EXHIBIT
CITY OF DE PERE, LIBAL STREET & VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

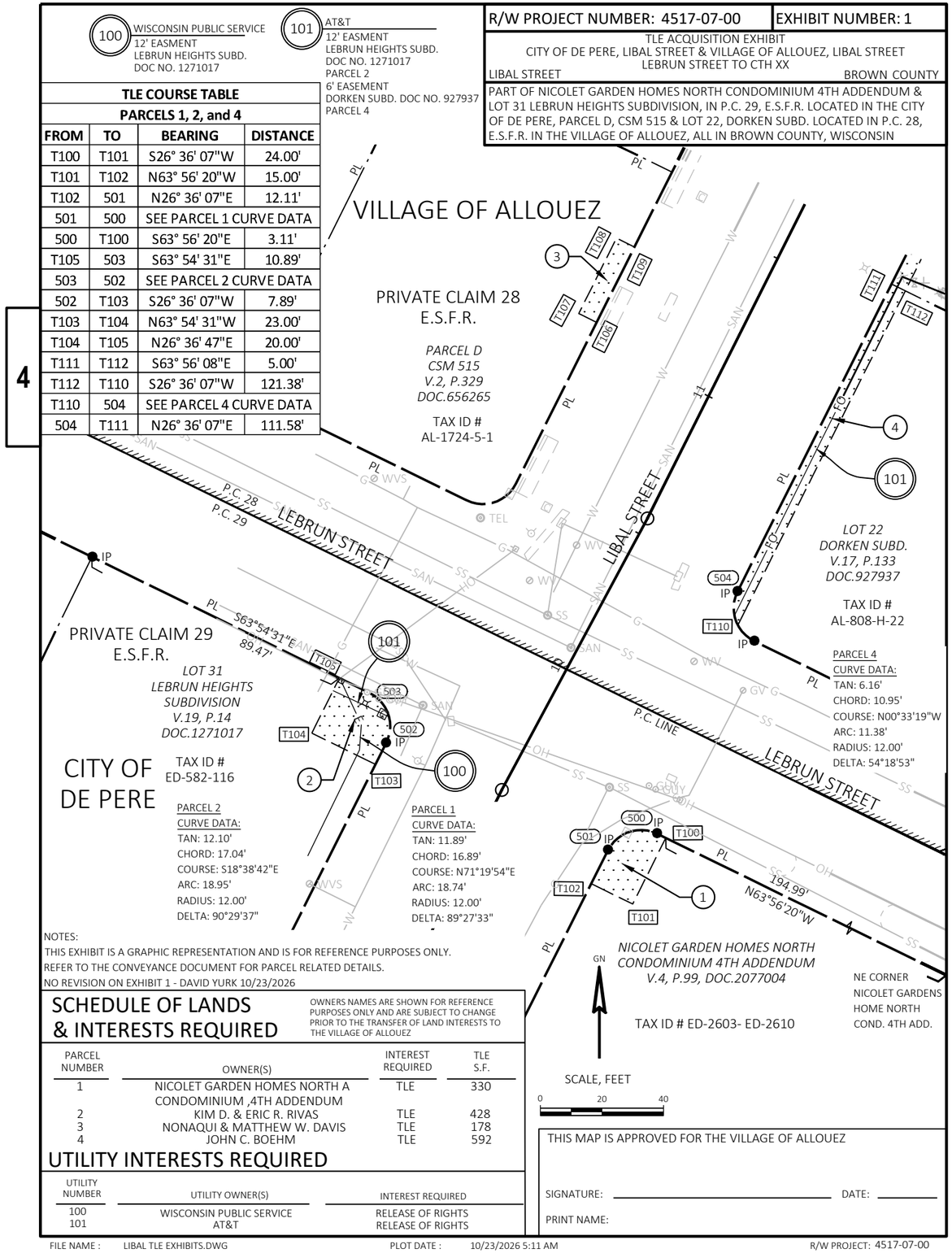
PART OF NICOLET GARDEN HOMES NORTH CONDOMINIUM 4TH ADDENDUM & LOT 31 LEBRUN HEIGHTS SUBDIVISION, IN P.C. 29, E.S.F.R. LOCATED IN THE CITY OF DE PERE, PARCEL D, CSM 515 & LOT 22, DORKEN SUBD. LOCATED IN P.C. 28, E.S.F.R. IN THE VILLAGE OF ALLOUEZ, ALL IN BROWN COUNTY, WISCONSIN

100 WISCONSIN PUBLIC SERVICE
12' EASMENT
LEBRUN HEIGHTS SUBD.
DOC NO. 1271017

101 AT&T
12' EASMENT
LEBRUN HEIGHTS SUBD.
DOC NO. 1271017
PARCEL 2
6' EASEMENT
DORKEN SUBD. DOC NO. 927937
PARCEL 4

TLE COURSE TABLE
PARCELS 1, 2, and 4

FROM	TO	BEARING	DISTANCE
T100	T101	S26° 36' 07"W	24.00'
T101	T102	N63° 56' 20"W	15.00'
T102	501	N26° 36' 07"E	12.11'
501	500	SEE PARCEL 1 CURVE DATA	
500	T100	S63° 56' 20"E	3.11'
T105	503	S63° 54' 31"E	10.89'
503	502	SEE PARCEL 2 CURVE DATA	
502	T103	S26° 36' 07"W	7.89'
T103	T104	N63° 54' 31"W	23.00'
T104	T105	N26° 36' 47"E	20.00'
T111	T112	S63° 56' 08"E	5.00'
T112	T110	S26° 36' 07"W	121.38'
T110	504	SEE PARCEL 4 CURVE DATA	
504	T111	N26° 36' 07"E	111.58'



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 1 - DAVID YURK 10/23/2026

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
1	NICOLET GARDEN HOMES NORTH A CONDOMINIUM ,4TH ADDENDUM	TLE	330
2	KIM D. & ERIC R. RIVAS	TLE	428
3	NONAQUI & MATTHEW W. DAVIS	TLE	178
4	JOHN C. BOEHM	TLE	592

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
100	WISCONSIN PUBLIC SERVICE	RELEASE OF RIGHTS
101	AT&T	RELEASE OF RIGHTS

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

TLE COURSE TABLE
PARCELS 6-9

FROM	TO	BEARING	DISTANCE
T111	505	N26° 36' 07"E	114.50'
505	506	SEE PARCEL 6 CURVE DATA	
506	T115	S63° 58' 33"E	1.12'
T115	T114	S26° 36' 07"W	99.39'
T114	T113	N63° 23' 53"W	8.00'
T113	T112	S26° 36' 07"W	27.08'
T112	T111	N63° 56' 08"W	5.00'
T120	T119	S63° 52' 36"E	15.00'
T119	T118	S26° 36' 07"W	17.76'
T118	T117	N63° 23' 53"W	10.00'
T117	T116	S26° 36' 07"W	110.20'
T116	507	SEE PARCEL 7 CURVE DATA	
507	T120	N26° 36' 07"E	118.09'
T123	508	S26° 36' 07"W	8.12'
508	T121	SEE PARCEL 8 CURVE DATA	
T121	T122	N26° 15' 19"E	20.00'
T122	T123	S63° 58' 33"E	12.00'

PARCEL 8
CURVE DATA:
TAN: 11.88'
CHORD: 16.88'
COURSE: S71°18'47"W
ARC: 18.73'
RADIUS: 12.00'
DELTA: 89°25'20"

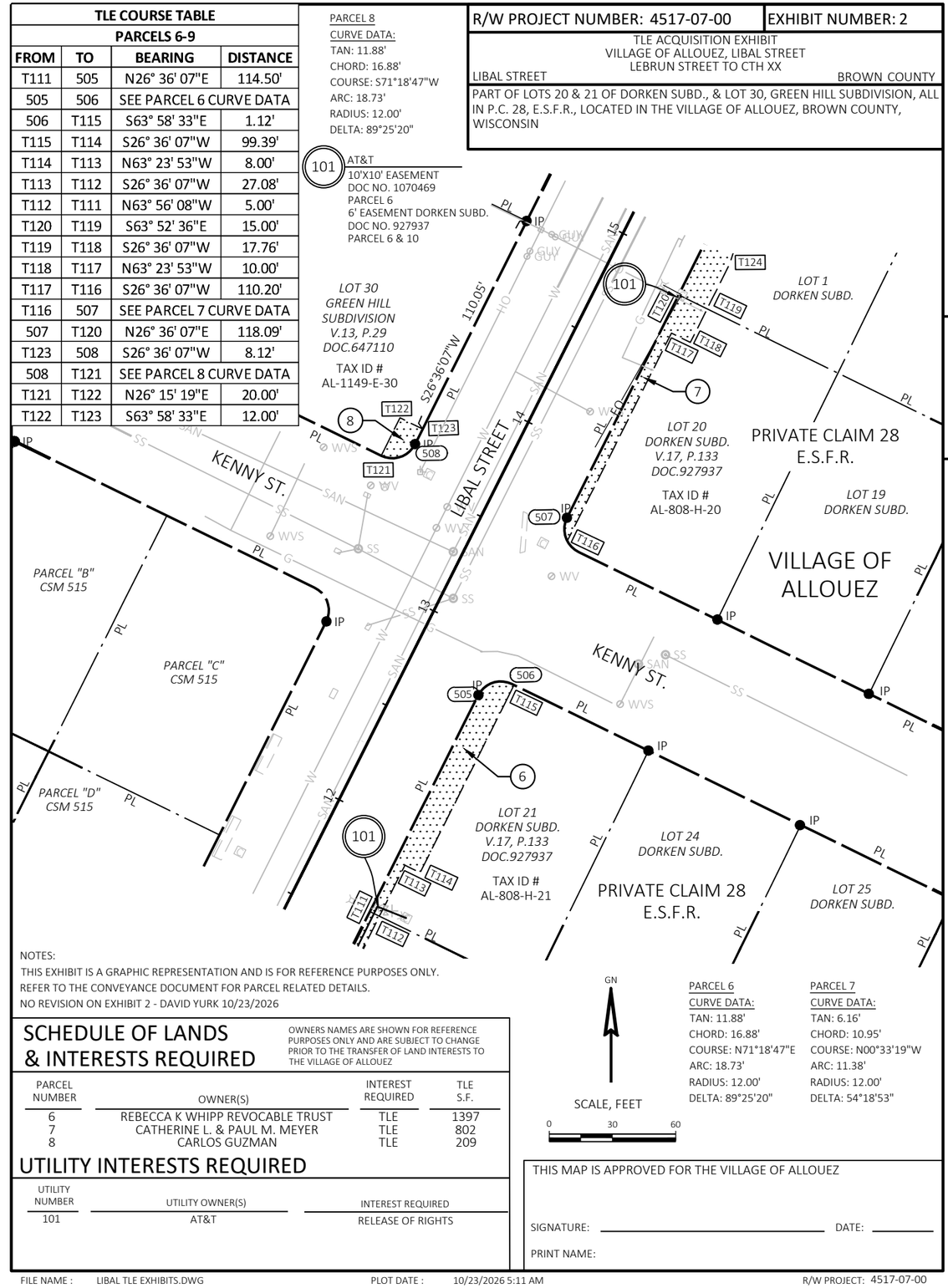
R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 2

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

PART OF LOTS 20 & 21 OF DORKEN SUBD., & LOT 30, GREEN HILL SUBDIVISION, ALL IN P.C. 28, E.S.F.R., LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN

101 AT&T
10'X10' EASEMENT
DOC NO. 1070469
PARCEL 6
6' EASEMENT DORKEN SUBD.
DOC NO. 927937
PARCEL 6 & 10



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 2 - DAVID YURK 10/23/2026

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
6	REBECCA K WHIPP REVOCABLE TRUST	TLE	1397
7	CATHERINE L. & PAUL M. MEYER	TLE	802
8	CARLOS GUZMAN	TLE	209

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
101	AT&T	RELEASE OF RIGHTS

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 3

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

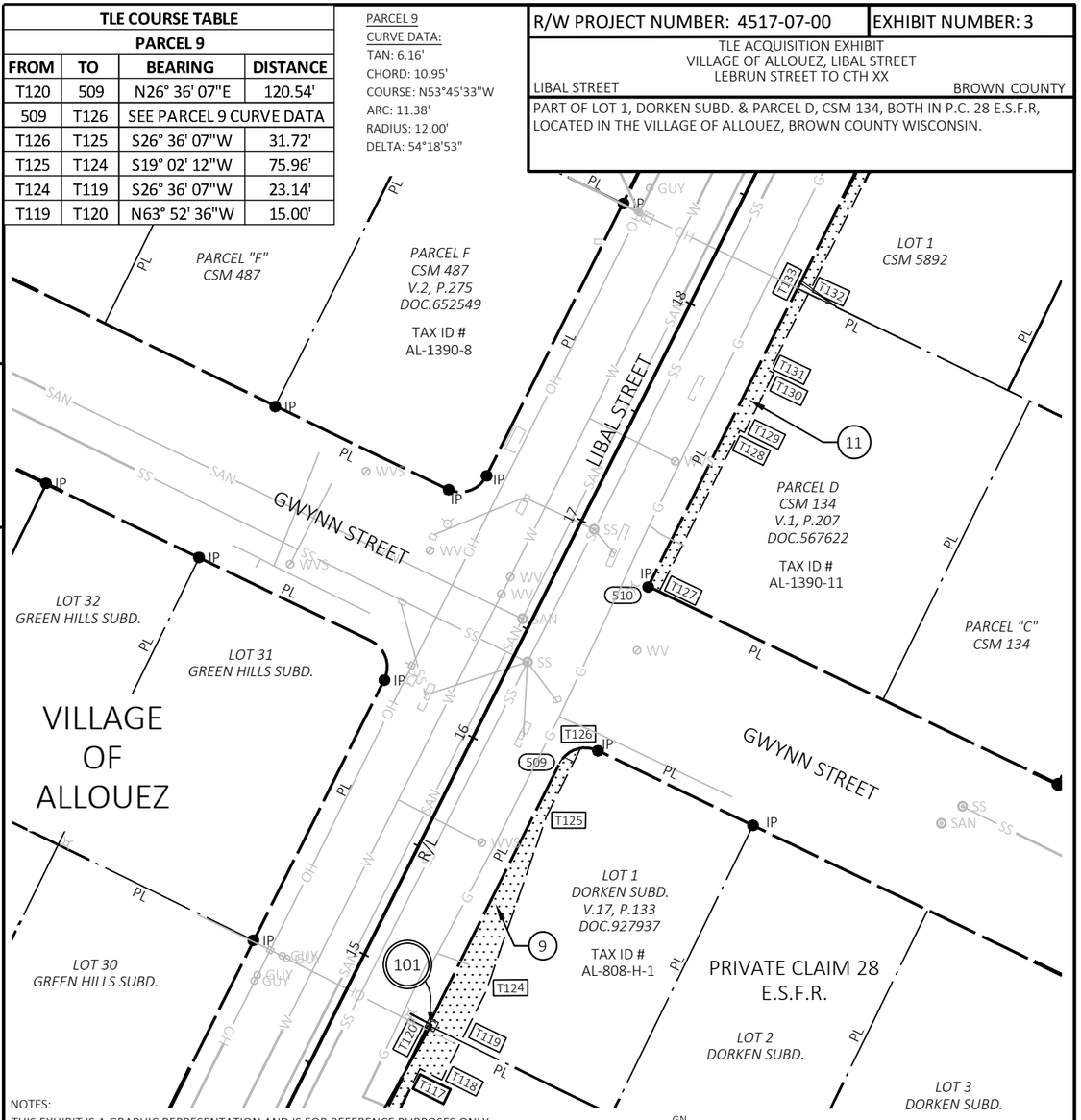
LIBAL STREET — BROWN COUNTY

PART OF LOT 1, DORKEN SUBD. & PARCEL D, CSM 134, BOTH IN P.C. 28 E.S.F.R, LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY WISCONSIN.

TLE COURSE TABLE
PARCEL 9

FROM	TO	BEARING	DISTANCE
T120	509	N26° 36' 07"E	120.54'
509	T126	SEE PARCEL 9 CURVE DATA	
T126	T125	S26° 36' 07"W	31.72'
T125	T124	S19° 02' 12"W	75.96'
T124	T119	S26° 36' 07"W	23.14'
T119	T120	N63° 52' 36"W	15.00'

PARCEL 9
CURVE DATA:
TAN: 6.16'
CHORD: 10.95'
COURSE: N53°45'33"W
ARC: 11.38'
RADIUS: 12.00'
DELTA: 54°18'53"



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 3 - DAVID YURK 10/23/2026

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
9	DEBRA J. AND JAMES A. MACKLIN	TLE	1245
11	BRIAN A. VANDERMEUSE & TRICIA M. DELANEY	TLE	741

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
101	AT&T	RELEASE OF RIGHTS

GN

SCALE, FEET
0 30 60

101 AT&T
6' EASEMENT
DORKEN SUD.
DOC NO. 927937
PARCEL 9
6' EASEMENT
DOC NO. 650994

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

FILE NAME : LIBAL TLE EXHIBITS.DWG PLOT DATE : 10/23/2026 5:12 AM R/W PROJECT: 4517-07-00

4

R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 4

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

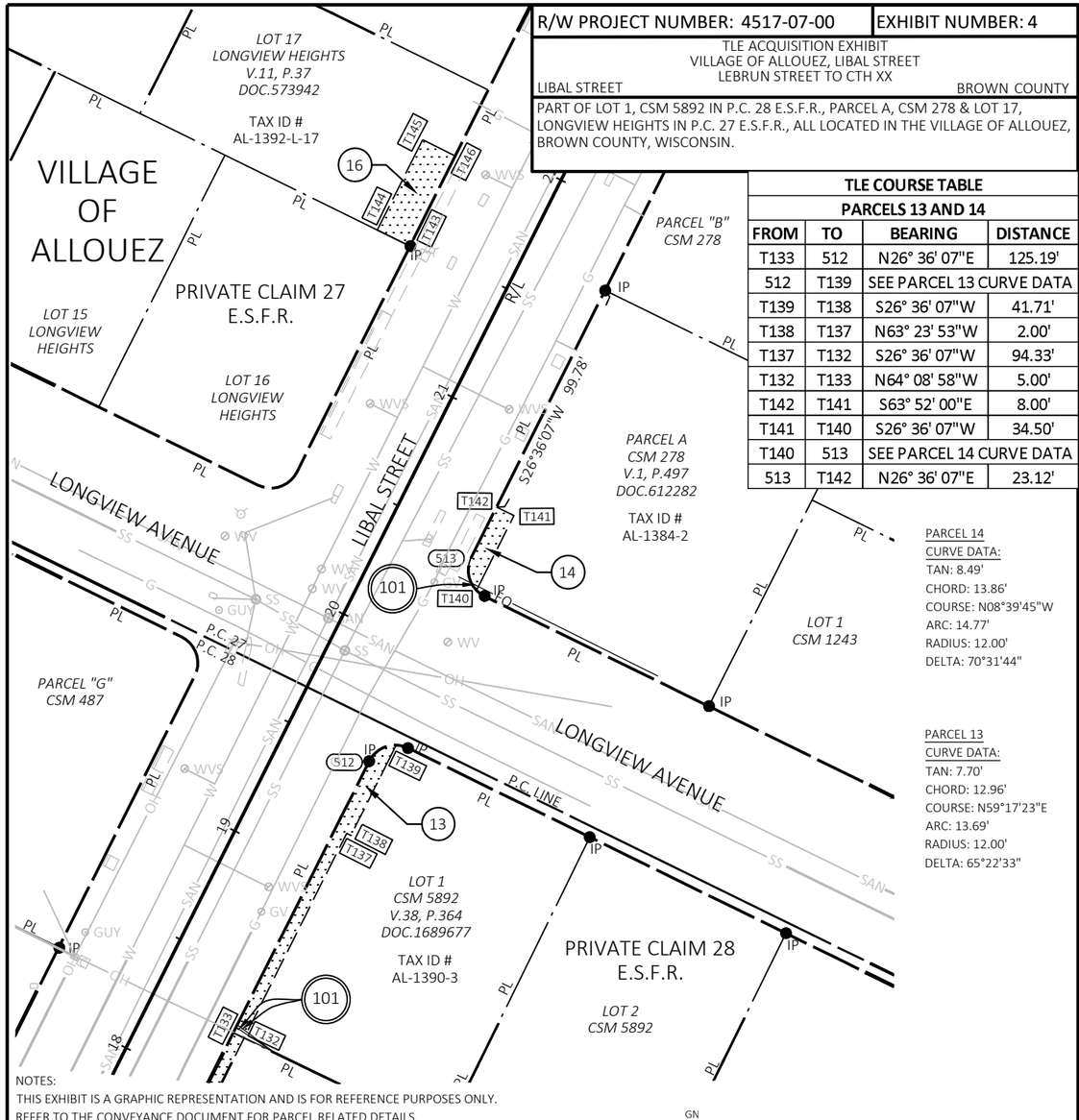
PART OF LOT 1, CSM 5892 IN P.C. 28 E.S.F.R., PARCEL A, CSM 278 & LOT 17, LONGVIEW HEIGHTS IN P.C. 27 E.S.F.R., ALL LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN.

TLE COURSE TABLE
PARCELS 13 AND 14

FROM	TO	BEARING	DISTANCE
T133	512	N26° 36' 07"E	125.19'
512	T139	SEE PARCEL 13 CURVE DATA	
T139	T138	S26° 36' 07"W	41.71'
T138	T137	N63° 23' 53"W	2.00'
T137	T132	S26° 36' 07"W	94.33'
T132	T133	N64° 08' 58"W	5.00'
T142	T141	S63° 52' 00"E	8.00'
T141	T140	S26° 36' 07"W	34.50'
T140	513	SEE PARCEL 14 CURVE DATA	
513	T142	N26° 36' 07"E	23.12'

PARCEL 14
CURVE DATA:
TAN: 8.49'
CHORD: 13.86'
COURSE: N08°39'45"W
ARC: 14.77'
RADIUS: 12.00'
DELTA: 70°31'44"

PARCEL 13
CURVE DATA:
TAN: 7.70'
CHORD: 12.96'
COURSE: N59°17'23"E
ARC: 13.69'
RADIUS: 12.00'
DELTA: 65°22'33"



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 4 - DAVID YURK 10/23/2026

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
13	JANICE M. Y. & JOHN P. JANSSEN	TLE	742
14	LAMBERT JAMES W. & JANE I. REVOCABLE TRUST	TLE	251
16	ROBERMAN LIVING TRUST	TLE	624

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
101	AT&T	RELEASE OF RIGHTS

GN

SCALE, FEET
0 30 60

101 AT&T
6' EASEMENT
DOC NO. 650994
12' EASEMENT
CSM 5882
DOC NO. 1689677
PARCEL 13
NO EASEMENT OF RECORD
PARCEL 14

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

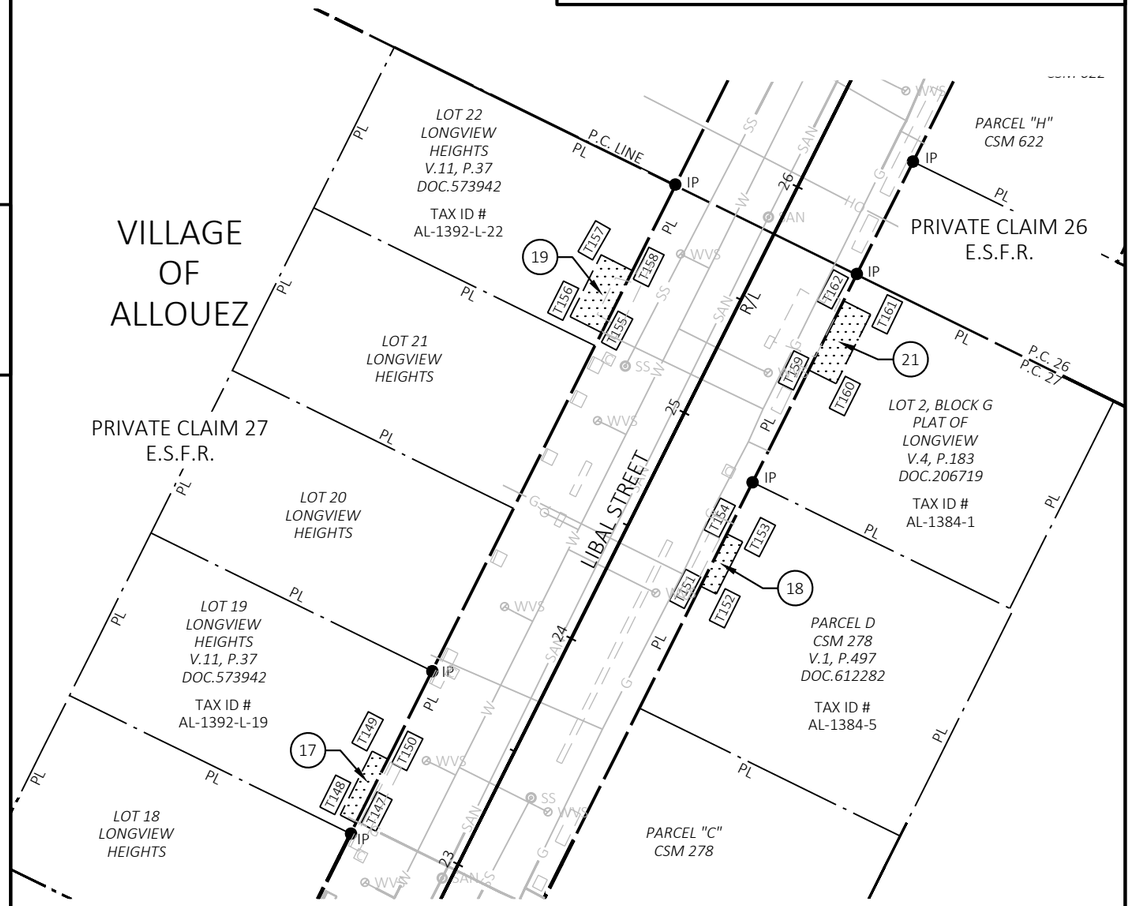
FILE NAME : LIBAL TLE EXHIBITS.DWG PLOT DATE : 10/23/2026 5:12 AM R/W PROJECT: 4517-07-00

R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 5

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

PART OF LOTS 19 & 22, LONGVIEW HEIGHTS, PARCEL D, CSM 278, LOT 2, BLOCK G, PLAT OF LONGVIEW, ALL LOCATED IN P.C. 27 E.S.F.R. LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN.



NOTES:
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REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 5 - DAVID YURK 10/23/2026

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
17	CHRISTINA M. & STUART A. KORSHAVN	TLE	198
18	MARY ANN L. CEASAR REVOCABLE TRUST OF 2025	TLE	162
19	LAURIE BRZOZOWSKI	TLE	383
21	ANAMARIA TS & GREG A. CLAWSON	TLE	368

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED

GN

SCALE, FEET
0 30 60

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

4

TLE COURSE TABLE
PARCELS 22 AND 24

FROM	TO	BEARING	DISTANCE
T163	T164	N63° 23' 53"W	10.00'
T164	T214	N26° 36' 07"E	43.24'
T214	T215	S63° 23' 53"E	3.00'
T215	T165	N26° 36' 07"E	43.89'
T165	T166	S63° 23' 53"E	7.00'
T166	T163	S26° 36' 07"W	87.13'
T175	T176	N63° 23' 53"W	6.50'
T176	T177	N26° 36' 07"E	26.15'
T177	514	SEE PARCEL 24 CURVE DATA	
514	T175	S26° 36' 07"W	15.48'

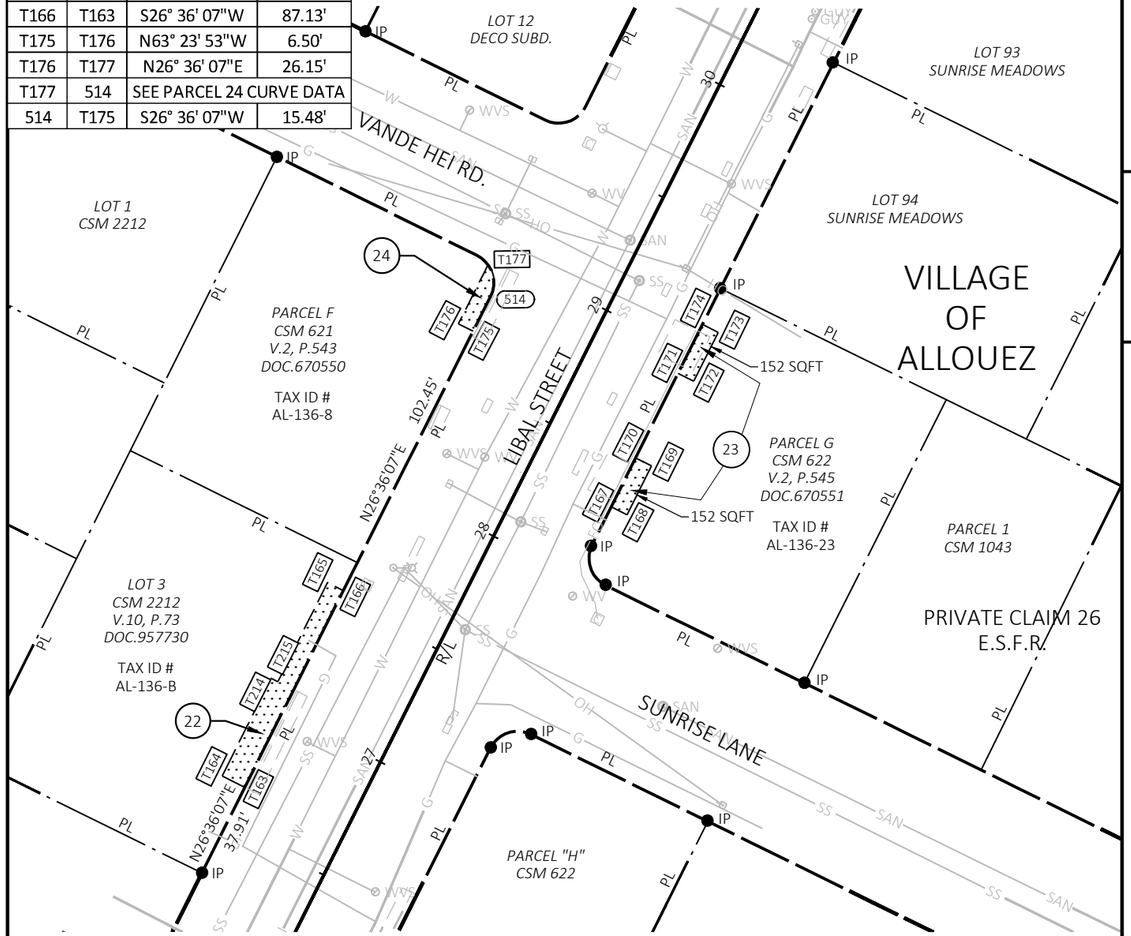
PARCEL 24
CURVE DATA:
TAN: 7.31'
CHORD: 12.49'
COURSE: S04°45'30"E
ARC: 13.14'
RADIUS: 12.00'
DELTA: 62°43'13"

R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 6

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

PARCEL F, CSM 621, PARCEL G, CSM 622, & PART OF LOT 3, CSM 2212, ALL IN P.C. 26 E.S.F.R LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN.



NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 6 - DAVID YURK 10/23/2026

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
22	BRENDAN K. GEIGER	TLE	740
23	LIBAL STREET LLC	TLE	304
24	JANINE & ROBERT T. MINEAU	TLE	150

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED

GN

SCALE, FEET
0 30 60

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

4

NOTES:
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REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

NO REVISION ON EXHIBIT 7 - DAVID YURK 10/23/2026

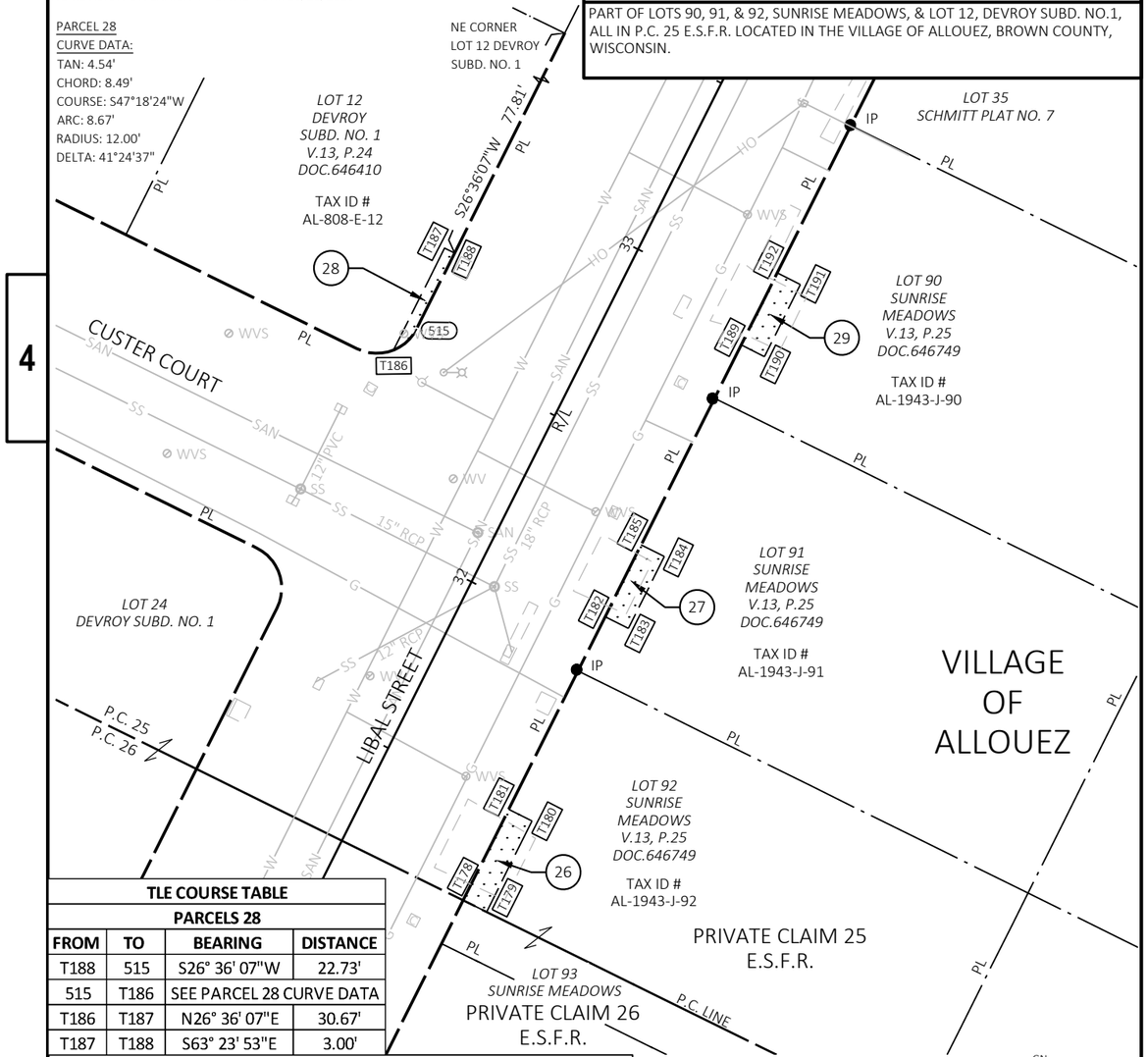
R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 7

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

PART OF LOTS 90, 91, & 92, SUNRISE MEADOWS, & LOT 12, DEVROY SUBD. NO.1, ALL IN P.C. 25 E.S.F.R. LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN.

PARCEL 28
CURVE DATA:
TAN: 4.54'
CHORD: 8.49'
COURSE: S47°18'24"W
ARC: 8.67'
RADIUS: 12.00'
DELTA: 41°24'37"



TLE COURSE TABLE
PARCELS 28

FROM	TO	BEARING	DISTANCE
T188	515	S26° 36' 07"W	22.73'
515	T186	SEE PARCEL 28 CURVE DATA	
T186	T187	N26° 36' 07"E	30.67'
T187	T188	S63° 23' 53"E	3.00'

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
26	KATIE J. & JACOB J. RABAS	TLE	192
27	MARILYN R. GARDNER	TLE	152
28	TYLER HOWELL	TLE	85
29	PAMELA S. & STEVEN F. DELORENSI	TLE	152

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

FILE NAME : LIBAL TLE EXHIBITS.DWG PLOT DATE : 10/23/2026 8:42 AM R/W PROJECT: 4517-07-00

TLE COURSE TABLE
PARCELS 31 AND 33

FROM	TO	BEARING	DISTANCE
T193	T194	N63° 47' 24"W	10.00'
T194	T195	N26° 36' 07"E	23.00'
T195	516	SEE PARCEL 31 CURVE DATA	
516	T193	S26° 36' 07"W	8.79'
T203	T202	S63° 47' 09"E	7.00'
T202	T201	S26° 36' 07"W	60.71'
T201	T200	N63° 23' 53"W	3.00'
T200	T199	S26° 36' 07"W	69.45'
T199	518	SEE PARCEL 33 CURVE DATA	
518	T203	N26° 36' 07"E	119.91'

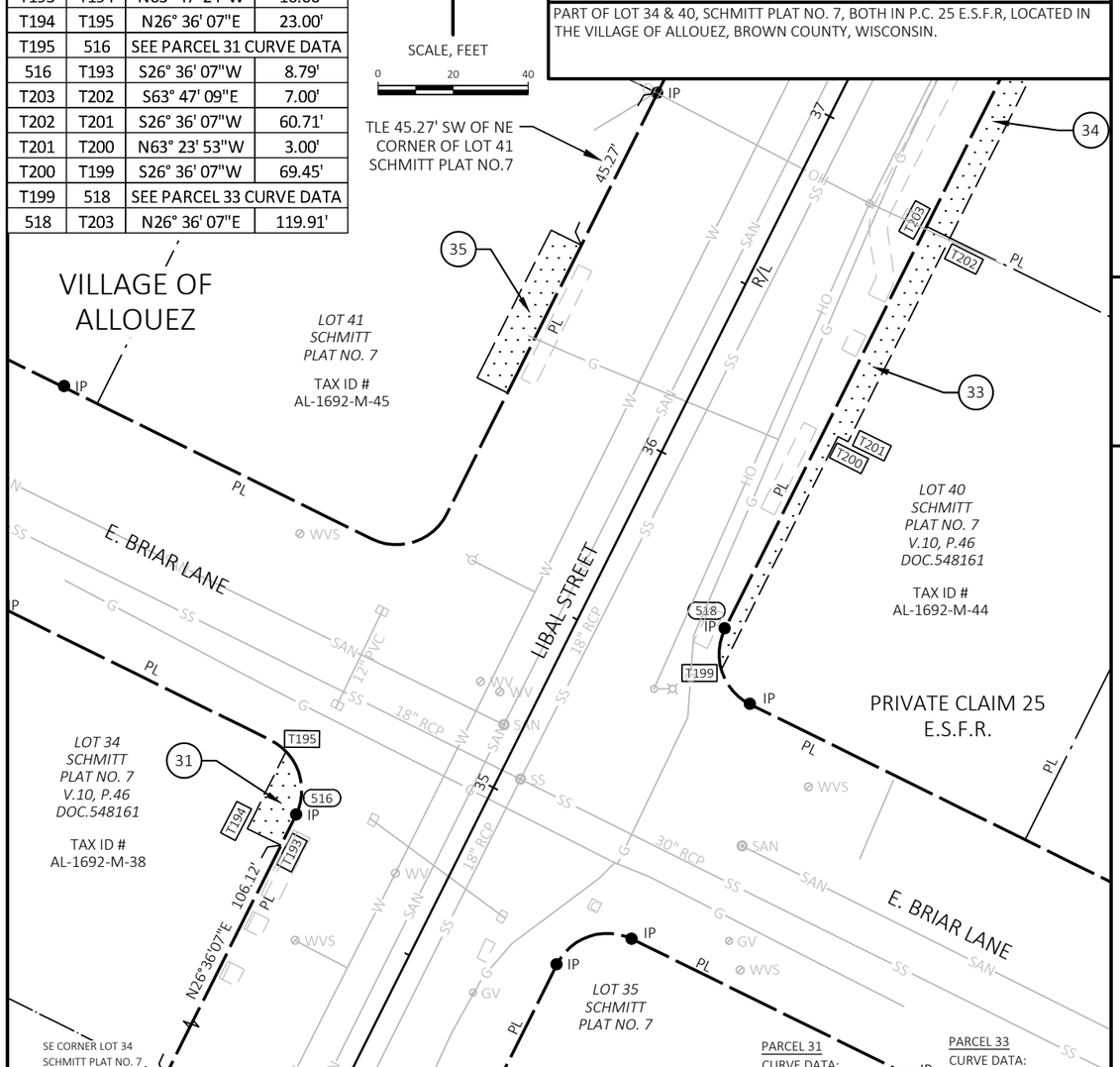
GN
SCALE, FEET
0 20 40

R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 8

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

PART OF LOT 34 & 40, SCHMITT PLAT NO. 7, BOTH IN P.C. 25 E.S.F.R, LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN.



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
31	ALLANA BASS	TLE	191
33	REBEKAH & CASEY J. VANNES	TLE	690
35	MICHAEL FUGATE	TLE	396

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED

PARCEL 31
CURVE DATA:
TAN: 10.61'
CHORD: 17.32'
COURSE: S08°39'45"E
ARC: 18.46'
RADIUS: 15.00'
DELTA: 70°31'44"

PARCEL 33
CURVE DATA:
TAN: 5.88'
CHORD: 10.95'
COURSE: N05°11'07"E
ARC: 11.21'
RADIUS: 15.00'
DELTA: 42°50'02"

NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
EXHIBIT 8 REVISED TO ADD PARCEL 35 - DAVID YURK 10/23/2026

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

FILE NAME : LIBAL TLE EXHIBITS.DWG PLOT DATE : 10/23/2026 8:42 AM R/W PROJECT: 4517-07-00

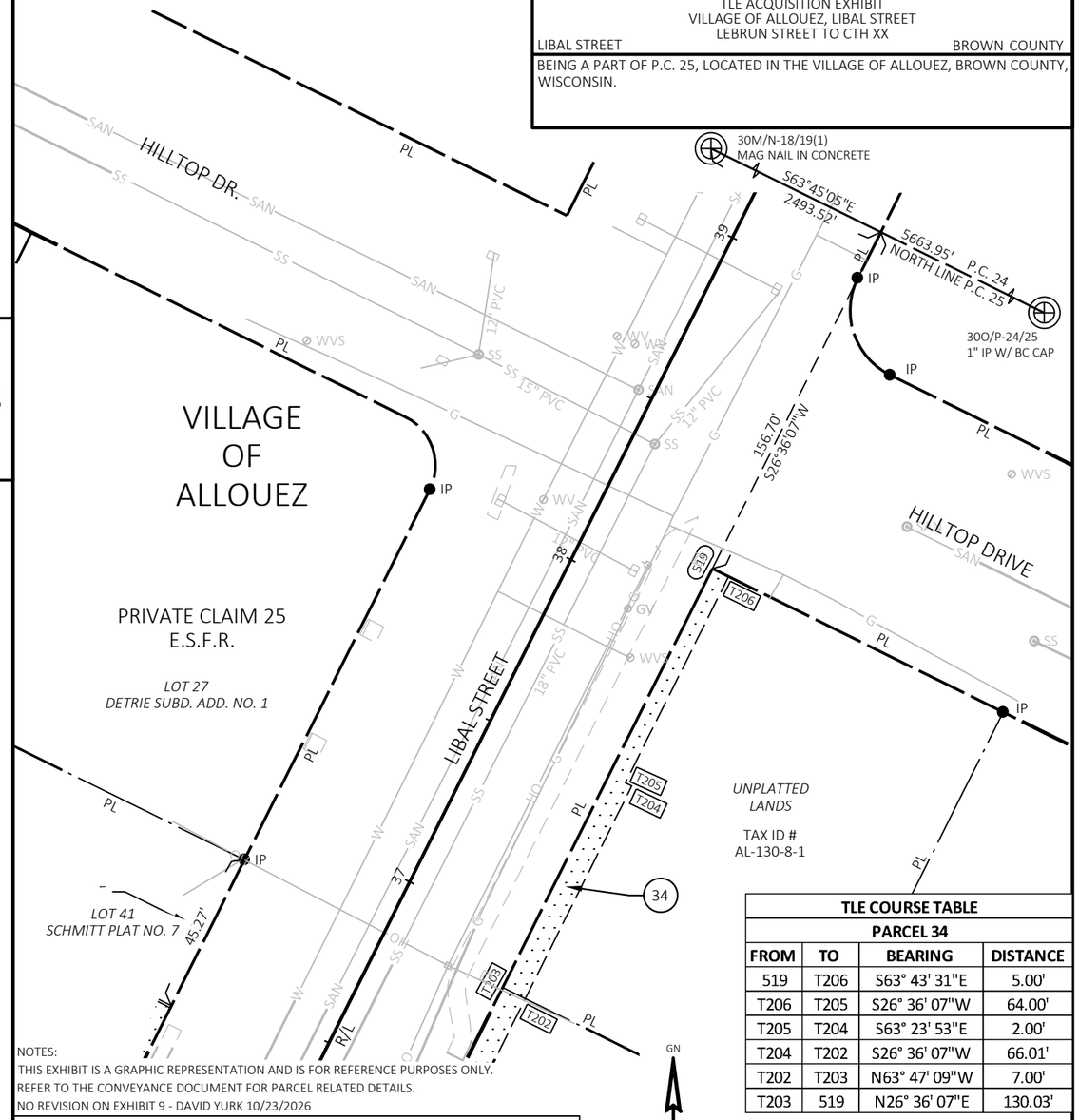
R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 9

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

BEING A PART OF P.C. 25, LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY, WISCONSIN.

4



TLE COURSE TABLE			
PARCEL 34			
FROM	TO	BEARING	DISTANCE
519	T206	S63° 43' 31"E	5.00'
T206	T205	S26° 36' 07"W	64.00'
T205	T204	S63° 23' 53"E	2.00'
T204	T202	S26° 36' 07"W	66.01'
T202	T203	N63° 47' 09"W	7.00'
T203	519	N26° 36' 07"E	130.03'

NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 9 - DAVID YURK 10/23/2026

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
34	OLIVIA J. ZEGERS	TLE	782

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY.
REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.
NO REVISION ON EXHIBIT 10 - DAVID YURK 10/23/2026

TLE COURSE TABLE			
PARCEL 36			
FROM	TO	BEARING	DISTANCE
T209	520	S26° 36' 07"W	10.00'
520	T207	N63° 43' 31"W	40.00'
T207	T208	N26° 36' 07"E	10.00'
T208	T209	S63° 43' 31"E	40.00'
T210	T211	N63° 23' 53"W	5.00'
T211	T212	N26° 36' 07"E	34.98'
T212	T213	S63° 23' 53"E	5.00'
T213	T210	S26° 36' 07"W	34.98'

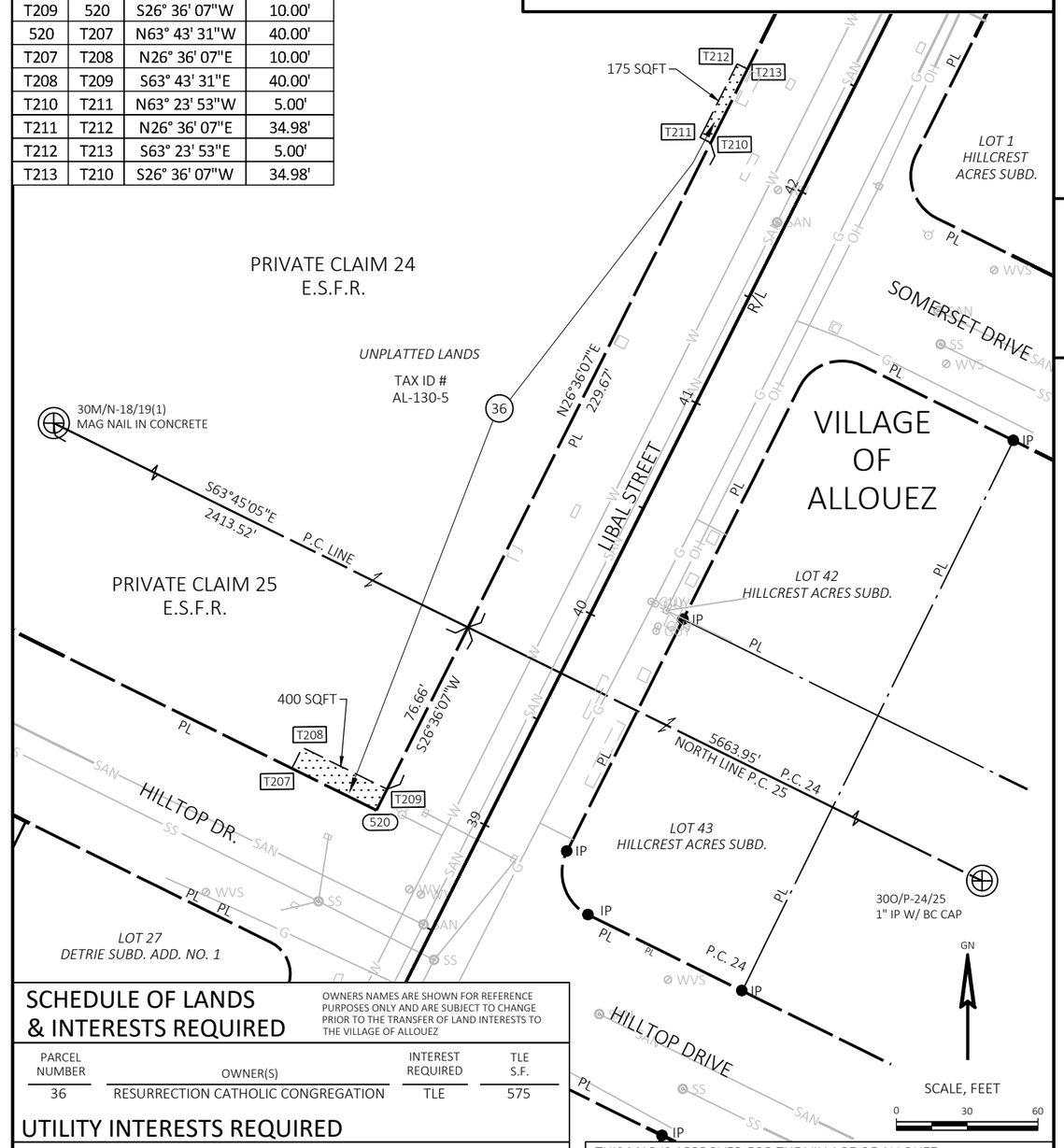
R/W PROJECT NUMBER: 4517-07-00	EXHIBIT NUMBER: 10

TLE ACQUISITION EXHIBIT
VILLAGE OF ALLOUEZ, LIBAL STREET
LEBRUN STREET TO CTH XX

LIBAL STREET — BROWN COUNTY

BEING A PART OF P.C. 25 & P.C. 24 E.S.F.R. LOCATED IN THE VILLAGE OF ALLOUEZ, BROWN COUNTY WISCONSIN.

4



SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE VILLAGE OF ALLOUEZ

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.
36	RESURRECTION CATHOLIC CONGREGATION	TLE	575

UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED

THIS MAP IS APPROVED FOR THE VILLAGE OF ALLOUEZ

SIGNATURE: _____ DATE: _____

PRINT NAME:

RELOCATION ORDER

lpa1708 08/2011 (Replaces LPA3006)

Project	Road name	Highway	County
Libal Street Project No. 4517-07-00	Libal Street Lebrun Street to CTH XX	Libal Street	Brown
TLE Exhibit date 10-23-2026	TLE Exhibit sheet number(s) 10	Previously approved Relocation Order date 10-6-2026	

Description of termini of project:

Libal Street

Project No. 4517-07-00

Begin Relocation Order at the intersection of Libal Street and Lebrun Street thence running Northeasterly along the centerline of Libal Street to the intersection with CTH XX (Hoffman Road) being the End Relocation Order.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 62.22 (1) & (1m) and 62.23 (10) & (17), Wisconsin Statutes, the Village of Allouez orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by the Village of Allouez, pursuant to the provisions of Section 62.23 (17), Wisconsin Statutes.
3. This order supersedes and amends any previous order issued by the: Village of Allouez

(Name) (Title) Date
Village of Allouez

VILLAGE OF ALLOUEZ

Allouez Village Hall ◦ 1900 Libal Street ◦ Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 ◦ Fax No.: (920) 448-2850

Department of Public Works

10/05/2026

AMENDMENT TO CHAPTER 432, WASTE MANAGEMENT

An amendment to Chapter 432, Waste Management, of the Village's Municipal Code is required. In general, the following changes are being proposed:

- In corporation of recent DNR recycling rule revisions. Revisions to the code are mandatory. See attached red lines.

- Should the Village allow residents to place an additional garbage and recycling cart at the curb for collection. The code limits residential placement to a single garbage and recycling cart.

  If allowed, should there be a charge for the collection of an additional cart? A survey of neighboring municipalities found that most allow for and bill for the placement of an additional cart. See attached comparison.

  The Village's estimated annual cost to provide additional collection services is as follows: The service fee includes collection, hauling and disposal cost (tipping fee):

  Annual service fee – Does not include cost to purchase an additional cart.
  - $120/yr - Garbage (95-gallon cart)
  - $50/yr - Recycling (95-gallon cart)

  The purchase cost of a cart in 2027 will be $75.

- Should the Village code be amended to extend garbage and recycling collection services to condominium structures with 5 units or more?
  - Individual ownership, greater willingness to recycle.
  - Attached garage for storage of cart
  - Residential structures with 5 units or more are not eligible for the DNR recycling grant and would require separate accounting of weight of collected recyclables. If exception is provided, HOA would be required to track weight of recyclable collected monthly.

By code Village garbage and recycling services extend to single family and residential buildings with 4-units or less. For reasons unknown, in some cases garbage and recycling services have been extended to non-residential and multi-family apartments. In the future, staff will be reaching out to non-residential and multi-family apartments letting them know service will no longer be provided. A notice will be provided informing them of the discontinued service. A grace period will be granted, allowing non-residential property needed time to retain a private hauler.

Sean J. Gehin, P.E.
Director of Public Works

ARTICLE I
Solid Waste

§ 432-1. Definitions.
As used in this article, the following terms will have the following meanings:

BI-METAL CONTAINER
A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

BRUSH
Limbs and branches from trees and shrubs. "Brush" does not include tree roots or root balls.

BULK WASTE
Miscellaneous waste material of such size as is not normally collected with garbage, including but not limited to furniture, plumbing fixtures, manufactured-processed wood or wood by-products (two-by-fours, landscaping timbers and decking materials), small amounts of concrete waste, concrete blocks, paving stones, bricks and similar type materials not exceeding a five-gallon bucket in volume.**[Amended 12-17-2019 by Ord. No. 2019-17]**

COLLECTIBLE RECYCLABLES
Includes aluminum containers, corrugated paper and other containerboard, glass containers, magazines, newspaper, office paper, rigid plastic containers, including those made of PETE and HDPE, and steel containers. The items listed as "collectible recyclables" in this definition may be modified by the Public Works Director in accordance with the effective date of Wisconsin law or applicable Wisconsin Department of Natural Resources regulations or variances therefrom. The Public Works Director shall be responsible for informing the public of all acceptable collectible recyclables.

COLLECTIBLE WASTE
Garbage, collectible recyclables, brush, yard waste, and bulk waste.

COMMERCIAL GARBAGE
Waste resulting from the operation of business enterprises, including but not limited to offices, stores, taverns, service stations, restaurants, and similar businesses, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, bulk waste, or construction debris.

CONSTRUCTION DEBRIS
All waste generated by a contractor.

CONTAINERBOARD
Corrugated paperboard used in the manufacture of shipping containers and related products.

DISPOSABLE BAG
A one-way disposable bag made of polyurethane, paper, or other plastic material with a securing twist tie, consisting of a minimum of two ply for paper and a minimum of 1 1/2 mils' thickness for plastic. Whenever the term "disposable bag" or "bag" is used in this article, such words will mean a disposable bag as herein described.

FOAM POLYSTYRENE PACKAGING
Packaging made primarily from foam polystyrene that satisfies one of the following criteria:
A. ~~It il~~s designed for serving food or beverages.
B. ~~It c~~Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.

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C. C~~It c~~onsists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

GARBAGE

Residential miscellaneous waste material, excluding recyclables, including but not limited to discarded material resulting from handling, processing, storing, or consumption of food which is subject to decomposition, decay, and putrefaction, contaminated paper (used tissues), wood and cloth. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, bulk waste, construction debris, yard waste, and brush.

GARBAGE CART

A ninety-five-gallon cart typically grey in color.

GLASS CONTAINER

A glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat-resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

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GREEN GRASS

Lawn clippings from mowing capable of decomposition and decaying.

HAZARDOUS AND/OR TOXIC WASTE

Waste materials or substances which, during normal storage and handling, may be a potential cause of harm, sickness, or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

HDPE

~~High density polyethylene, labeled by the SPI Code No. 2.~~High density polyethylene, labeled by the resin code # 2.

HEALTH OFFICER

Brown County Health Department.

INFECTIOUS WASTE

Waste that contains pathogens with sufficient virulence and in sufficient quantity that exposure of a susceptible human or animal to the waste could cause the human or animal to contract an infectious disease.

LDPE

~~Low density polyethylene, labeled by the SPI Code No. 4.~~Low density polyethylene, labeled by the resin code # 4.

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MAGAZINES

Magazines and other materials printed on similar paper.

MAJOR APPLIANCE

A residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.~~A residential or a commercial air conditioner, clothes dryer, clothes washer, dishwasher, electronics (such as computers, desktop printers, fax/copier machines, televisions, computer monitors, DVD players, VCRs, and cell phones), freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, dehumidifier, gas and charcoal grills, water heater and exercise equipment.~~ ~~**[Amended 12-17-2019 by Ord. No. 2019-17]**~~

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MANUFACTURING GARBAGE

Waste resulting from manufacturing processes or operations, excluding hazardous, offensive, toxic or noxious waste, bulk waste, yard waster brush, and construction debris.

MEDICAL WASTE

Any container, package or material that contains infectious waste or that is from a treatment area and is mixed with infectious waste.

METAL ITEMS

Any metal not conforming to the definition of collectible recyclables. **[Added 12-17-2019 by Ord. No. 2019-17]**

MULTIPLE-FAMILY DWELLING

~~A building containing five or more residential units, including those which are occupied seasonally.~~A structure containing 5 or more residential units, including units that are occupied seasonally.

NEWSPAPER

A newspaper and other materials printed on newsprint.

NON-RESIDENTIAL FACILITIES AND PROPERTIES

~~Commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple-family dwellings.~~Commercial, retail, industrial, institutional and government facilities and properties. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits. This term does not include multiple family dwellings.

NOXIOUS AND/OR OFFENSIVE WASTE

Those wastes that are unwholesome, have an unpleasant smell, or are otherwise noxious and/or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal, or damage to vehicles, such as barbed wire, briar thorns, and similar materials.

OFFICE PAPER

~~High-grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high-grade. This term does not include industrial process waste.~~A variety of high-grade printing and writing papers. This term does not include industrial process waste, newspaper or packaging.

OTHER RESINS or MULTIPLE RESINS

~~Plastic resins labeled by the SPI Code No. 7.~~Plastic resins labeled by the resin code # 7.

PATRON

Any person producing any type of waste material covered by the regulations of this article, typically a resident. In the case of a firm or corporation, the word "patron" will be construed to mean the principal agent, officer or employee responsible for the firm or corporation.

PERSON

~~Any individual, corporation, partnership, association, local governmental unit as defined in § 66.0131(1)(a), Wis. Stats., state agency or authority, or federal agency.~~Any individual, corporation, limited liability company, partnership, association, local government unit, as defined in s. 66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.

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PETE or PET

~~Polyethylene terephthalate, labeled by the SPI Code No. 1.~~Polyethylene terephthalate, labeled by the resin code # 1.

PLASTIC CONTAINER

An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

POSTCONSUMER WASTE

~~Waste other than waste generated in the production of goods, hazardous waste as defined in § 291.01(7), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, and high-volume industrial waste as defined in § 289.01(17), Wis. Stats.~~Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 291.01(7) Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s. 289.01(17)., Wis. Stats.

PP

~~Polypropylene, labeled by the SPI Code No. 5.~~Polypropylene, labeled by the resin code # 5.

PS

~~Polystyrene, labeled by the SPI Code No. 6.~~Polystyrene, labeled by the resin code # 6.

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PVC

~~Polyvinyl chloride, labeled by the SPI Code No. 3.~~Polyvinyl chloride, labeled by the resin code # 3.

RECYCLABLE MATERIALS

~~Lead acid batteries, major appliances, waste oil, yard waste, and collectible recyclables as defined herein.~~Includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

RECYCLING CART

A sixty-five-gallon or ninety-five-gallon cart typically blue in color.

RESIDENTIAL DWELLING

Single family and two-to-four-unit residential units.

SHARPS

Any needle or other device used for the administering and/or transfer of any medicine, drug, solution or substance for the medical treatment of any disease or condition of any human or animal, and any scalpel, knife, tool or appliance used for the treatment, correction or modification of any disease, condition or physical state of any human or animal, where exposure to such thing in an uncontained or unprotected state could subject a human or animal to a needle stick, cut, laceration or other type wound, or to contact with any blood or other bodily fluid of another, or any bacteria, virus, or any other infectious, toxic or hazardous substance.

SHARPS CONTAINER

A red container for sharps, of a type of construction that will reasonably resist penetration of sharps, and which has been generally approved for such a medical use, and which is labeled as containing sharps and, if

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appropriate, infectious waste and/or biohazard substances.

SOLID WASTE

The meaning specified in s. 289.01(33), Wis. Stats.

SOLID WASTE FACILITY

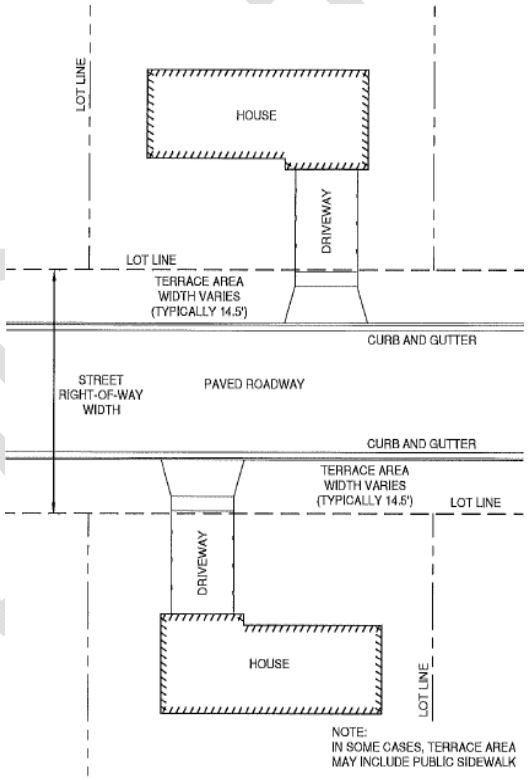
The meaning specified in s. 289.01(35), Wis. Stats.

SOLID WASTE TREATMENT

Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.

STREET RIGHT-OF-WAY

Throughfare open to the use of the public for the purpose of pedestrian or vehicular travel. Width of right-of-way extends from lot line to lot line and includes terrace, paved roadway, and in some cases sidewalk. **[Added 12-17-2019 by Ord. No. 2019-17]**



WASTE TIRE

A tire that is no longer suitable for its original purpose because of wear, damage or defect.

YARD WASTE

All materials originating in the yard and garden which are capable of natural decomposition, including leaves and other vegetation, exclusive of: brush as described herein, stumps, tree roots, and root balls.

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432-2. Collection of Solid Waste.

A. Village Collection and Disposal

Applicability: Single family households and buildings containing not more than four (4) residential dwellings units.

Exception: Applicability shall also include condominium buildings containing five (5) or more residential dwelling units with attached garages, provided that:

The condominium association maintains annual records regarding the amount, weight, and type of recyclable materials collected by the Village. The information and data provided shall be sufficiently detailed to comply with the requirements of this recycling code and those set forth in NR 544 of the Wisconsin Administrative Code.

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1. Garbage and Recyclables

a. Frequency and Volume.

(1) Garbage. Household garbage limited to a single cart will be collected by the Village pursuant to the published Village collection schedule. A Village resident will have the option to buy one additional cart from the Village and be charged an annual fee for collection, hauling and disposal of waste.

(2) Recyclables. Household collectible recyclables limited to a single cart will be collected by the Village pursuant to the published Village collection schedule. A Village resident will have the option to buy one additional cart from the Village and be charged an annual fee for collection, hauling and disposal of waste.

b. Cart. Patrons must use carts as provided by the Village. Carts must have a functioning lid. Reusable carts which do not constitute approved carts shall not be placed for collection and shall not be emptied by Village personnel.

c. Preparation.

(1) Garbage. Residential garbage must be placed in the cart. Before placing any garbage in the cart for collection, each patron shall place it in a garbage bag. It shall be the responsibility of each patron to keep the garbage relatively free from rainwater and snow until collection. Garbage must fit in the cart so as to allow the lid to close.

(2) Recyclables. Patrons shall separate collectible recyclables from garbage and other waste and shall keep the collectible recyclables clean and free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions. ~~, oil, grease, and other nonrecyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers.~~ Recyclables must fit in the cart so as to allow the lid to close.

d. Cart Placement.

(1) Carts~~Containers~~ shall be placed on the driveway apron or on the grassy area immediately adjacent to the curb for collection. Carts~~Containers~~ shall be placed with the opening facing the street or curb.

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(2) Carts shall be placed for collection no sooner than 6:00 p.m. the day before collection and no later than 6:00 a.m. on the designated collection day. Refer to the Village website for the map showing the collection days. Carts shall be removed from curbside no later than 11:59 p.m. the day of collection and stored completely screened from public view.

(3) Location of carts~~ontainers~~ in winter. During winter months, carts ~~garbage and/or collectible recyclables~~ shall be placed in the driveway apron or on an area adjacent to the curbline which has been shoveled free of snow for collection. In cases where the Public Works Director determines that collection would be best facilitated by allowing property owners to place garbage at some other accessible points, this provision of this article may be waived by the Village.

2. Brush, Bulk and Yard Waste Collection
   a. Frequency and Volume.

      (1) Brush. Brush will be collected by the Village pursuant to the published Village collection schedule.

      (2) Bulk Waste. Bulk waste up to two (2) cubic yards (a pile three feet by three feet by six feet) will be collected by the Village pursuant to the published Village collection schedule.

      Additional bulk waste over two cubic yards placed behind the curb during the designated collection week will be picked up at an additional charge per cubic yard as determined by the Village (refer to Chapter 225, Fees and Charges).

      (3) Yard Waste. Yard waste will be collected during the spring and fall by the Village pursuant to the published Village collection schedule.

   b. Preparation.

      (1) Brush. Brush shall be placed four feet away from any structure in piles no larger than eight feet long by six feet deep.

      Brush generated by a contractor will not be collected by the Village.

      (2) Bulk. All bulk waste shall be free of jagged or sharp edges, protruding nails and screws, and any other hazardous condition. Bulky material, such as wooden boxes and lumber, shall be broken up so it can be reasonably handled and loaded by an end loader into the collection truck.

      (3) Yard Waste. No bags or reusable containers may be used. No green grass will be collected. Yard waste may not be disposed of with garbage or collectible recyclables, bulk waste, or brush. People transporting yard waste shall be responsible to cover or otherwise contain yard waste in a manner so as to prevent scattering of yard waste during transport.

   c. Placement.

      (1) Brush and Yard Waste. Brush and Yard Waste shall be placed in piles behind and aligned parallel to the curb and shall not obstruct the street, gutter or sidewalk. In areas where the sidewalk is adjacent to the curb, brush shall be placed behind the sidewalk in piles aligned parallel to the sidewalk, in such a manner as to not interfere with pedestrian use of the sidewalk.

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(2) Bulk. Bulk waste shall be placed behind the curb in such a manner so as to provide the greatest ease of loading and collection into a truck. In areas where the sidewalk is adjacent to the curb, bulk waste shall be placed behind the sidewalk in a manner as to not interfere with pedestrian use of the sidewalk

(3) Brush and bulk waste shall be placed for collection no sooner than 6:00 p.m. the day before collection and no later than 6:00 a.m. on the designated collection day.

d. Non-Collection Week.

(1) If brush or bulk is placed to the curb during a non-collection week, a notice will be issued to the property owner to remove the waste from the street right-of-way as described earlier under definitions (§ 432-1). If the brush or bulk is not removed within 48 hours after the date of notice, the Village will pick up the waste and the property owner will be charged according to Chapter 225, Fees and Charges, of the Village Code.

(2) A patron may request brush or yard waste collection during a non-collection week by calling the Village Hall, but collection is subject to pick up charges as defined in Chapter 225, Fees and Charges, of the Village Code.

B. Private Hauler Collection and Disposal
Applicability: Non-residential properties and multifamily buildings containing five (5) or more residential dwellings units.

~~Responsibility. Owners or designated agents of non-residential and multifamily facilities and properties shall promote, operate and manage a solid waste management program in accordance with this Code and the Department of Natural Resources.~~

1. Garbage and Recyclables
   a. Frequency and Volume.

(1) Garbage. Garbage shall be collected and disposed of weekly by a licensed private hauler.

(2) Recyclables. Collectible recyclables shall be collected and disposed of by a licensed private hauler.

(3) The Public Works Director shall have the authority to require more frequent garbage and recyclable collection for non-residential properties if the current frequency creates or tends to create a nuisance or a detriment to public health or safety.

b. Containers. Patrons must use containers as provided by the property owner and/or private hauler. Containers must be of adequate size and have a functioning lid. Between use storage of containers shall be completely screened from public view.

c. Preparation.

(1) Garbage shall be placed in a garbage bag prior to placement in container.

(2) ~~Recyclables. Patrons shall separate collectible recyclables from garbage and other waste and shall keep the collectible recyclables clean and free of contaminants, and other non-recyclable materials.~~ Recyclables. Patrons shall separate collectible recyclables from garbage and other waste and shall keep the collectible recyclables clean and free of contaminants such as food or product residue, oil or grease, or other

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non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

d. Placement. Garbage shall be properly placed for collection.

e. Enclosures. The Public Works Director shall have the authority to order that any exterior storage area for garbage, recyclables, or refuse be enclosed in a structure if, in his or her determination, the storage of such garbage, recyclables, or refuse is unsanitary or creates or tends to create a nuisance or a detriment to public health or safety. In determining whether an exterior storage structure shall be required under this section, the Public Works Director shall take into account the location of the waste storage, its proximity to residential areas, the likelihood of human exposure or contact with the waste storage areas, and the type of waste being stored. These considerations are to be deemed illustrative and not exclusive. All structures ordered under this section shall be at least three-sided and constructed of materials sufficiently opaque to ensure that the waste is impervious to view from the exterior of the sides. The walls of the structure shall be of a height which is at least one foot taller than the garbage or refuse receptacle, but not over six feet high, and shall be painted or otherwise finished or coated.

f. Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

(1) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in s. 1.11(5) through (15):

(a) Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:

i. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.

ii. The ratio of trash container volume to recycling container volume is at most 2:1.

iii. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.

(b) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.

(c) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.

(d) Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

(2) The requirements specified in (1) do not apply to the owners or designated agents

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of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in s. 1.11(5) through (15) from solid waste in as pure a form as is technically feasible.

~~f.~~g. Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

(1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in s. 1.11(5) through (15):

(a) Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.

(b) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.

(c) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.

(d) Notify users, tenants and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

(2) The requirements specified in (1) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in s. 1.11 (5) through (15) from solid waste in as pure a form as is technically feasible.

~~g. Education and Outreach. Owners or designated agents shall be responsible to: Notify tenants, in writing, at the time of renting or leasing the dwelling or facility, and at least semi-annually thereafter, about the established recycling programs.~~

~~Notify tenants of the reasons to reduce and recycle waste, which materials will be collected, how to properly prepare the materials to meet the processing requirements, the collection methods or sites, the locations and hours of operation, and a contact person or company, including the name, address, and telephone number.~~

2. Brush, Bulk and Yard Waste Collection
   a. Frequency and Volume.

   Brush, bulk and yard waste generated by a non-residential property shall be collected by a licensed private hauler.

§ 432-3. Storage of waste between collections.

A. Owner-occupant storage responsibility. The patron and/or occupant of a premise shall be responsible for the proper and sanitary storage of all collectible waste accumulated at the premises until collection. The owner and/or occupant shall be responsible for the proper sanitary storage of all other waste material and for its disposal according to law.

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B. Storage/location of collectible waste. No owner or occupant of any building shall place or store any garbage and recycling cart and/or container in front of any building, or on any corner lot along the side of a building facing the abutting street, except when done for lawful collection in compliance with this Code. When between collections, garbage and recycling carts and/or containers shall be placed in an area completely screened from the view of the public right-of-way.

§ 432-4. Separation of Recyclable Materials.

A. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

1. Lead acid batteries
2. Major appliances
3. Waste oil
4. Yard waste
5. Aluminum containers
6. Bi-metal containers
7. Corrugated paper or other container board
8. Foam polystyrene packaging
9. Glass containers
10. Magazines
11. Newspaper
12. Office paper
13. Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
14. Steel containers
15. Waste tires

B. Separation Requirements Exempted. The separation requirements of s. 1.11 do not apply to the following:

1. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in s. 1.11 from solid waste in as pure a form as is technically feasible.

2. Solid waste which is burned as a supplement fuel at a facility if less than 30 % of the heat input to the facility is derived from the solid waste burned as supplement fuel.

3. A recyclable material specified in s. 1.11(5) through (15) for which a variance has been granted by the Department of Natural Resources under s. 287.11(2m), Wis. Stats., or s. NR 544.14, Wis. Adm. Code.

§ 432-5. Prohibitions on Disposal of Recyclable Materials Separated for Recycling.

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in s. 1.11 (5) through (15) that have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

§ 432-~~6~~4. Disposal of certain wastes.

A. Noxious and/or offensive waste shall not be placed for collection by the municipal collection service. It is the responsibility of the owner to dispose of the waste in a sanitary manner.

B. Disposal of droppings from pets may be placed in the garbage cart if double-bagged.

C. Lead acid batteries shall be taken to a retailer of lead acid batteries for disposal.

D. Waste oil shall be disposed of at a state-approved disposal site.

E. Waste tires shall be returned to a tire retailer or taken to the Brown County Solid Waste Transfer Station.

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F. Cinders, ashes, and any smoldering embers shall not be placed for collection.

G. The removal of apparel, bedding, infectious waste, medical waste, or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed only under the supervision and direction of the County Health Officer. Such waste shall not be placed curbside for collection with normal garbage or collectible recyclables.

H. Placing or depositing any hazardous or toxic waste, including, without limitation, explosive materials such as dynamite, dynamite caps, shotgun shells, rifle cartridges, gunpowder, gasoline, or other similar material, in any disposable bag, garbage can, recyclable box or bundle for collection is prohibited.

I. Sharps shall be handled as infectious material and shall not be placed curbside for collection with normal garbage or collectible recyclables. Sharps shall be placed in a sealed sharps container and taken by the owner or custodian to a registered sharps collection station for disposal.

J. Appliances, with the exception of electronics, shall be disposed of at the Brown County Solid Waste Transfer Station.

K. Electronics can be taken to a licensed recycler or the Brown County Hazardous Waste Facility.

L. Construction debris shall not be picked up by the Public Works Department. It shall be the responsibility of the patron and/or contractor to dispose of construction debris as provided by law.

M. Nonconforming collectible recyclable metal items are not picked up by the Public Works Department and shall be taken to a licensed recycler or the Brown County Solid Waste Transfer Station.

N. Questions concerning disposal. When any patron is in doubt as to proper preparation, handling, and disposal of any type of waste, he/she shall contact the Public Works Director for information concerning handling and disposal.

§ 432-~~7~~5. Authority to direct disposal of waste.

A. Disposal at the direction of the Public Works Director. All waste, whether collected by the Village pursuant to this article or collected privately, shall be disposed of as directed by the Public Works Director or as otherwise provided by law. Waste shall not be buried on any premises within the Village, and no person shall burn waste outdoors at any time within the Village limits.

B. Waste on public streets. It shall be unlawful for any patron or person to deposit, throw, place, or leave any waste in, on or upon any street, court, lane, alley, business, public enclosure, vacant lot, house, yard, body of water, or any other place except those places provided in this article for collection purposes. No person shall remove any waste from private premises without the consent of the occupant, owner, or lessee of the premises, and no person shall remove any waste which has been set out for collection unless authorized to do so.

C. Disruption of collectible waste placed for collection unlawful. Except upon the direction of the Public Works Director, no person shall upset or open any cart, or upset or remove the cover of any cart, placed in the manner provided for by this article for waste collection, or otherwise remove the contents of any such receptacle in, on or upon any street, alley, or other public place.

D. Prohibitions on disposable recyclable materials separated for recycling. No person may dispose of in a waste disposal facility or burn in a waste treatment facility any collectible recyclables which have been separated for recycling.

§ 432-~~8~~6. Special regulations.

A. Accumulation of waste. In the event that the owner, occupant, or lessee of any premises shall neglect or refuse to clean up and/or remove from the premises any waste as defined herein when ordered to do so by the Health Officer he, she or it shall be liable for the penalty provided for violation of this article. Should the

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accumulation occur on any street, alley, or public thoroughfare, the waste may be collected by the Public Works Director or his/her designee and the entire cost thereof assessed against the abutting property.

B. Placement of Multiple Garbage and Recycling Carts. Placement of multiple garbage and recycling carts by residential patrons for collection will be granted if special conditions warrant need. The residential patron to provide written notice to the Public Works Department requesting an additional cart. Issuance of an additional cart to be on a case-by-case basis and may be subject to future monthly charges.

C. Failure to comply. The Public Works Director may refuse to furnish collection service to any residential patron not complying or refusing to comply with this article, the rules and regulations made by the Village Board, or any other orders of the Public Works Director or Neighborhood Compliance Officer for the collection or disposal of wastes.

D. Prosecution. When services for the collection of waste have been withdrawn by the Public Works Director from a residential patron for failure to comply with such rules and regulations, resulting in the accumulation of garbage or other wastes on his, her or its premises, which is offensive or a public nuisance, that person, firm or corporation may be prosecuted under any ordinance of the Village regulating the same.

§ 432-~~9~~7. Enforcement provisions pertaining to recyclables.

A. For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the Village of Allouez may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village of Allouez who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.

B. Any person who violates a provision of this ordinance may be issued a citation by the Village of Allouez to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.

C. Penalties for violating this ordinance may be assessed as follows:

1. Any person who violates s. 1.18 may be required to forfeit $50 for a first violation, $200 for a second violation, and not more then $2000 for a third or subsequent violation.

2. Any person who violates a provision of this ordinance, except s. 1.18, may be required to forfeit not less than $10 or more than $1000 for each violation.

~~A. Enforcement by Public Works Department. For the purpose of ascertaining compliance with the provisions of this article in regard to recyclables, any authorized officer, employee, or representative of the Public Works Department may inspect recyclable materials separated for recycling, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings, and nonresidential facilities and properties. Any records relating to recycling activities may be kept confidential if necessary to protect proprietary information. No person, firm or corporation shall refuse access to any authorized officer, employee, or authorized representative of the Public Works Department who requests access for purposes of inspection and who presents appropriate credentials. No person, firm or corporation shall obstruct, hamper, or interfere with any such inspection.~~

~~B. Enforcement not exclusive. The issuance of a citation for a violation of this article shall not preclude proceeding under any other ordinance or law relating to the same matter. Proceeding under any other ordinance or law relating to the same matter shall not preclude the issuance of~~

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~~a citation under this article. Each twenty-four-hour period of violation, disobedience, omission, neglect, or refusal to obey this article or any order made in accordance herewith shall be deemed a separate offense.~~

§ 432-10~~8~~. Intent.

Any ordinance in conflict herewith is hereby repealed to the extent that the same is in conflict. This article establishes minimum requirements and shall not be deemed as a limitation or repeal of any other power granted by the Wisconsin Statutes. It is the intent of the Village Board, where any requirements of this article may be inconsistent or conflicting with more restrictive requirements of state law, that the more restrictive requirements or interpretations shall apply. Where a provision of this article is required by the Wisconsin Statutes or by a standard in Chapter NR 544 of the Wisconsin Administrative Code, or wherever this article is unclear, the provisions hereof shall be interpreted in light of the Wisconsin Statutes and Chapter NR 544 standards which were in effect on the date of adoption of this article or in effect on the date of the most recent text amendment to this article.

§ 432-11~~9~~. Violations and penalties.

Any person, firm or corporation violating any provision of this article, upon conviction, shall forfeit not less than $100 nor more than $~~500~~2000 and pay the costs of prosecution, or, in the event of failure to pay such forfeiture and costs within the time set by the court, any such person shall be committed to the Brown County jail until such forfeiture and costs are paid, but every such commitment shall be for a definite term which shall not exceed 90 days. Each act of violation shall constitute a separate offense.

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Brown County Municipal Solid Waste Cart Comparison

Applicability - Single Family and Residential Buildings with 4-units or Less (DNR Code)

Date: 10-02-26

Municipality	Code Requirement	Annual Service Fee	Additional Carts Allowed	Additional 90+ Gal Cart Cost	Contracted Service
ALLOUEZ	1- Garbage 1- Recycle	No	Yes, Special Request.	$75 Per Cart (2027)	No
ASHWAUBENO	1- Garbage 1- Recycle	No	No Referred to Private Hauler	-	No
BELLEVUE	1- Garbage 1- Recycle	$75/year- Garbage $90/year- Recycling (Utility Bill)	One Additional Garbage and Recycling Cart	$40- Delivery fee	Yes Harter's
DE PERE	1- Garbage 1- Recycle	No	One Additional Garbage and/or Recycling Cart but Not Both	$125 Per Cart	No
HOWARD	1- Garbage 1- Recycle	$115/year- Garbage $50/year- Recycling (Property Tax Bill)	One Additional Garbage and Recycling Cart	Cart Cost Apart of Service Fee	Yes Harter's
LEDGEVIEW	1- Garbage 1- Recycle	$125/year- Garbage $125/year- Recycling (Property Tax Bill)	One Additional Garbage and Recycling Cart	$125 Per Cart	Yes Harter's
SUAMICO	1- Garbage 1- Recycle	$134/year- Garbage $56/year- Recycling (Property Tax Bill)	One Additional Garbage and Recycling Cart	$110 Per Cart	Yes Harter's

2026 GARBAGE/RECYCLE CART INVENTORY

Total # of addresses	**5536**	
	Garbage	**Recycle**
# of addresses with carts out	4641	4621
# of addresses with more than 1 garbage/recycle carts out for pick up	125	878
# of addresses with more than 2 garbage/recycle carts out for pick up	13	16

VILLAGE OF ALLOUEZ

Allouez Village Hall ◦ 1900 Libal Street ◦ Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 ◦ Fax No.: (920) 448-2850

Department of Public Works

Date: 10/28/26

WATER UTILITY CUSTOMER PORTAL – AQUAHAWK SERVICE AGREEMENT

The Public Service Commission–approved Water Utility rate increase includes a move from monthly to quarterly billing of sanitary, water, and storm services. The new rates and the move to quarterly billing will take effect January 1st, 2027.

To help customers identify unusual water use and avoid excessive bills following the move to quarterly billing, Village staff reviewed the addition of a customer portal connected to the existing Advanced Metering Infrastructure (AMI) system. The customer portal would allow customers to view current and historical water usage. Staff contacted seven neighboring municipalities and found that six offer a portal system with real-time water-use monitoring.

Staff has received a proposal from AquaHawk to provide a customer portal incorporating data from the Village's Sensus AMI system. AquaHawk's secure portal will provide the following:

- Consumption data – current and historical
- Leak notifications – excess consumption
- Threshold notifications
- Bill estimating

Pricing for the AquaHawk customer portal services consists of the following:

- One-time setup fee
- Annual subscription

The first-year cost and subsequent annual subscription costs are as follows:

- 2027 – Year 1 cost, including the setup fee and annual subscription: $19,372
- 2028 and thereafter – Annual subscription: $11,872, subject to annual rate increases. The annual price per customer in Year 2 is approximately $2.00.

Material and postage cost savings associated with moving to quarterly billing will help the Utility cover customer portal expenses.

Suggested Motion:

The Public Works Committee recommends that the Village Board approve the AquaHawk Service Agreement, which includes a one-time setup fee and an annual subscription fee.

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AquaHawk

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AQUAHAWK "SOFTWARE-AS-A-SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of ~~August 1, 2026~~ January 1st, 2027 ("Effective Date"), by and between Village of Allouez located at: WI ("Customer"), and American Conservation & Billing Solutions, Inc. (AmCoBi) located at: P.O. Box 51356, Colorado Springs, CO, 80949 ("Service Provider").

RECITALS

WHEREAS, Customer requires hosted third-party "software-as-a-service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, based on Service Provider's knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. THE SERVICES

1.1 Purpose; Term.

This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software-as-a-service" and provide all other services, data import / export, monitoring, support, change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on Exhibit A (sequentially numbered) attached hereto. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 Authorized Users.

Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same.

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1.2 Control of Services.

The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.

1.3 Time of Service Provider Performance of Services.

For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable service term and in accordance with the applicable Service Levels, as described in an Exhibit A, time being of the essence.

1.4 Non-exclusivity.

Nothing herein shall be deemed to preclude Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Service Provider hereunder.

1.5 Change Control Procedure.

Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify Service Provider, and, after receiving the request, Service Provider shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by the Service Provider.

2. TERM AND TERMINATION

2.1 Term.

Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of this agreement as laid out in an Exhibit A (the "Initial Term") shall commence on the Effective Date and continue as laid out in an Exhibit A. Following the Initial Term, an Exhibit A shall automatically renew for successive one-year terms (each, a "Renewal Term") until such time as Customer provides Service Provider with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

2.2 Termination for Cause.

If either party materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Service Provider to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.

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2.3 Payments Upon Termination.

Upon the expiration or termination of this Agreement or an Exhibit A for any reason, Customer shall pay to Service Provider all amounts due and payable hereunder.

2.4 Return of Materials.

Upon expiration or earlier termination of this Agreement or an Exhibit A, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. TERMINATION ASSISTANCE SERVICES

Provided that this Agreement or an Exhibit A has not been terminated by Service Provider due to Customer's failure to pay any amount due Service Provider, Service Provider will provide to Customer and / or to the supplier selected by Customer (such supplier shall be known as the "Successor Service Provider"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to Customer or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services") during the ninety (90) calendar day period prior to, and / or following, the expiration or termination of this Agreement or an Exhibit A, in whole or in part (such period shall be known as the "Termination Assistance Period"). Provided that Service Provider and Customer agree as to price and scope of Service Provider's provisioning of Termination Assistance Services, such Termination Assistance Services may include:

3.1

Developing a plan for the orderly transition of the terminated or expired Services from Service Provider to Customer or the Successor Service Provider;

3.2

Providing reasonable training to Customer staff or the Successor Service Provider in the performance of the Services then being performed by Service Provider;

3.3

Using commercially reasonable efforts to assist Customer, at Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services;

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3.4

Using commercially reasonable efforts to make available to Customer, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and,

3.5

Such other activities upon which the parties may agree.

3.6

The provisions of this Section shall survive the termination of this Agreement.

4. SERVICES LEVELS

4.1 Service Levels Reviews.

Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the Service Levels further described in Exhibit A.

4.2 Failure to Meet Service Levels.

As further described in Exhibit A, in the event Service Provider does not meet any of the requisite Service Levels, Service Provider shall use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

5. FEES AND EXPENSES

Customer shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Service Provider for Services performed for which payment is not otherwise specified shall be due and payable upon receipt by Customer of an invoice from Service Provider.

5.1 Billing Procedures.

Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Customer the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; (d) taxes, if any; and, (e) total amount due. Service Provider shall forward invoices in email format to: ~~sean.gehin@villageofallouezwi.gov~~ ANGIE.CEPEDA@VILLAGEOFALLOUEZWI.GOV. All payments shall be made via Automated Clearing House (ACH) transfer, electronic funds transfer (EFT), or other electronic payment method accepted by Service Provider.

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5.2 Credits.

Any amounts due from Service Provider may be applied by Customer against any fees due to Service Provider. Any such amounts that are not so applied shall be paid to Customer by Service Provider within ninety (90) days following Customer's request.

5.3 Taxes.

Service Provider represents and warrants that it is a corporation for purposes of federal, state, and local employment taxes. Service Provider agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

5.4 Fee Adjustments.

Service Provider reserves the right to adjust fees upon the commencement of any Renewal Term to reflect increases in the cost of providing the Services, including but not limited to changes in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics.

6. CUSTOMER RESOURCES AND SERVICE PROVIDER RESOURCES

In accordance with the terms set forth in Exhibit A, each party shall provide certain resources (Customer Resources and Service Provider Resources, as the case may be) to the other party as Customer and Service Provider may mutually deem necessary to perform the Services.

6.1 Service Provider Resources.

In addition to any Service Provider Resources described in an Exhibit A, the Service Provider shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Term and Service Levels, that Customer Data is secure, and provide for a reasonable response time for Customer's users of the Services. Where Service Provider fails to provide such minimal Service Provider Resources, Customer shall have the right to terminate this Agreement or the applicable Exhibit A, with thirty days (30) written notice, in whole or in part, without liability.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties.

Each of Customer and Service Provider represent and warrant that:

7.1.1

It is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;

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7.1.2

It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

7.1.3

This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

7.1.4

The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

7.1.5

It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

7.1.6

There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

7.2 By Service Provider.

Service Provider represents and warrants that:

7.2.1

Service Provider is possessed of extensive knowledge with respect to the Services;

7.2.2

Service Provider knows the particular purpose for which the Services are required;

7.2.3

The Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;

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7.2.4

Service Provider has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges that Customer is relying on Service Provider's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;

7.2.5

Service Provider will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, the "Virus") are introduced into Customer's computer and network environment while performing the Services,

7.2.6

The Services and any other work performed by Service Provider hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, Trade Secret, or other proprietary right, or misappropriate any Trade Secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

8.1 Meaning of Confidential Information.

For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

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8.2 Obligation of Confidentiality.

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement **or as required by the Colorado Public Records law**. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

8.3 Cooperation to Prevent Disclosure of Confidential Information.

Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8.4 Remedies for Breach of Obligation of Confidentiality.

Service Provider acknowledges that breach of Service Provider's obligation of confidentiality may give rise to irreparable injury to Customer and the customers of Customer, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Customer may seek termination with thirty (30) days written notice, without penalty to Customer, of this Agreement in whole or in part.

8.5

The provisions of this Section shall survive the termination of this Agreement.

9. PROPRIETARY RIGHTS

9.1 Pre-existing Materials.

Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that the same shall remain the sole and exclusive property of Service Provider.

9.2 Data of Customer.

Customer shall be entitled to an export of Customer Data, at Customer's sole cost and expense, upon the request of Customer and upon termination of this Agreement. Service Provider is provided a license to Customer Data hereunder for the purpose of providing the Services, working with affiliated service providers, including a license to store, record, transmit, maintain, display, aggregate, and otherwise use Customer Data.

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9.3 No License.

Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

9.4

The provisions of this Section shall survive the termination of this Agreement.

10. INFORMATION SECURITY

Service Provider acknowledges that Customer may have implemented an information security program (the Customer Information Security Program) to protect Customer's information assets, such information assets as further defined and classified in the Customer Information Security Program (collectively, the "Protected Data"). Where Service Provider has access to the Protected Data, Service Provider acknowledges and agrees to the following.

10.1 Undertaking by Service Provider.

Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Service Provider, if any, comply with all of the foregoing. The Customer Information Security Program is Confidential Information of Customer.

10.2 Right of Audit by Customer.

Customer shall have the right to review Service Provider's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, on an ongoing basis from time to time, Customer, at its own expense, shall be entitled to have performed an audit of Service Provider's information security program. In lieu of an audit, upon request by Customer and at Customer's own expense, Service Provider agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by Customer regarding Service Provider's information security program.

11. PROPRIETARY RIGHTS INDEMNIFICATION

Service Provider agrees to indemnify, defend, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, arising out of a claim that the Services infringes or misappropriates any United States or foreign patent, copyright, trade

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secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then Service Provider shall: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall provide to Customer the full Termination Assistance Services as specified in this Agreement.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF **ANY APPLICABLE STATUTORY LIMITATIONS OR INSURANCE POLICY LIMITS**, AND PROVIDED FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (B) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

13. GENERAL

13.1 Relationship between Customer and Service Provider.

Service Provider represents and warrants that it is an independent corporation with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent, employee, joint venture, or partner of Customer. In recognition of Service Provider's status as an independent corporation, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

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13.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of **Colorado** and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of **Colorado** in all questions and controversies arising out of this Agreement.

13.3 Dispute Resolution.

In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and Service Provider will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within fifteen (15) working days, or as otherwise agreed, either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

13.4 Compliance With Laws; Customer Policies and Procedures.

Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Customer policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider. Without limiting Service Provider's other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.

13.5 Cooperation.

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

13.6 Force Majeure.

Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays

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shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section and inform the other party of its plans to resume performance.

13.7 No Waiver.

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

13.8 Notices.

Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

13.9 Assignment of Agreement.

This Agreement and the obligations of Service Provider hereunder may be assigned in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, with prior written notice to the Customer.

13.10 Counterparts; Facsimile.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

13.11 Entire Agreement.

This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

13.12 Cumulative Remedies.

All rights and remedies of Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

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AquaHawk

SIGNATURE PAGE

Executed on the dates set forth below by the undersigned authorized representative of Customer and Service Provider to be effective as of the Effective Date. Additionally, by their signature, the undersigned agree to the terms in Exhibit A, Exhibit B, and Exhibit C

VILLAGE OF ALLOUEZ (CUSTOMER)

Signed: _____

Name: _____

Title: _____

Date: _____

I hereby certify that the necessary provisions have been made to pay the liability which will accrue under this agreement.

Address for Notice:

_____

_____

AMERICAN CONSERVATION & BILLING SOLUTIONS, INC. (SERVICE PROVIDER)

Signed: _____

Name: _____

Title: _____

Date: _____

Address for Notice:
PO Box 51356
Colorado Springs, CO 80949

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EXHIBIT A

AquaHawk

Software-as-a-Service Statement of Managed Services

This Exhibit A - Service Provider's Software-as-a-Service Statement of Managed Services shall be incorporated in and governed by the terms of that certain Managed Services Agreement by and between Village of Allouez ("Customer") and **American Conservation & Billing Solutions, Inc. (AmCoBi)** ("Service Provider") dated ~~August 1, 2026~~ as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

January 1st, 2027

Services Description	AquaHawk
Support Description	Online support via telephone and e-mail for Allouez staff
Training Description	Online training for Allouez staff
Service Levels	AmCoBi will use commercially reasonable efforts to make AquaHawk available with a monthly uptime percentage of at least 99.5%. Should issues occur, AmCoBi will work diligently and expediently to correct them so as not to negatively impact the Customer.
Customer Resources	The Customer will provide …
Service Provider Resources	The AquaHawk team will provide …
Number of Endpoints	5,600
Services Fees or Rate	See Pricing in Exhibit B
Start Date	~~August 1, 2026~~ January 1st, 2027
End Date	~~August 1, 2027~~ January 1st, 2028
Renewal	Contract will renew automatically unless AmCoBi receives notification of intent to terminate prior to ~~July~~ 2, ~~2027~~ 2028

DECEMBER

Executed on the dates set above by the undersigned authorized representative of Customer and Service Provider to be effective as of the Start Date.

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AquaHawk

EXHIBIT B

AquaHawk Pricing

Pricing for the AquaHawk service is comprised of the following:

- A **one-time setup cost** to configure the system, upload customer information and data, and for initial system training.
- A **monthly cost** for each endpoint in the system. This cost includes ongoing e-mail and telephone support.

AquaHawk to Review Pricing

	Number of Endpoints	Setup Cost (One-Time)	Monthly Cost	Year 1 Costs (Setup + Annual)	Annual Subscription (Year 2)	Price per Endpoint/Year (Year 2)
AquaHawk	5,600	$7,500	$989.33	$19,372	$11,872	$2.12
AquaHawk Options		**Setup Cost (One-Time)**	**Monthly Cost**	**Year 1 Costs (Setup + Annual)**	**Annual Subscription (Year 2)**	**Price per Endpoint/Year (Year 2)**
☐ Group Messaging		--	$200	$2,400	$2,400	--
☐ Managed Notifications		--	$208.33	$2,500	$2,500	--

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AquaHawk

EXHIBIT C

Project Timeline

The standard setup time for implementing the AquaHawk solution is 45 days. Successful implementation in a 45 day window will depend upon receiving all setup materials which include the following:

- An automated Accounts Export from the Billing system.
- An automated Meter Read export from the AMI system.
- A Rate Sheet including base and tier rates to incorporate into AquaHawk.

NOTE: Any delay in receiving the data as noted above, will directly affect the production start date. AquaHawk will be available following receipt of a complete and accurate set of data as noted above.

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PROPOSAL

An AquaHawk Proposal for:

The Village of Allouez, WI

1.23.2026

Bobby Lee • AquaHawk
PO Box 51356 • Colorado Springs, CO 80949
T. 719.694.1980 - www.AquaHawk.com

PROPOSAL

January 23, 2026

Sean J. Gehin, P.E.
Director of Public Works
Village of Allouez, WI
1900 Libal Street
Green Bay, WI 54301

Hello Sean,

Attached is a proposal for American Conservation & Billing Solutions, Inc. (AmCoBi) to provide the Village of Allouez with a customer portal using the **AquaHawk ™** solution and incorporating data from the Village's Sensus AMI system.

This project will provide customers with online access to their consumption data, leak and threshold notifications, and much more. AquaHawk will encourage client self-service, enhance customer service, and improve operational efficiency for your staff. AquaHawk allows your residential, commercial, and industrial customers to understand their water consumption patterns throughout the billing period and provides "My Thresholds" for self-service alerting and notification if their consumption changes.

We build long-term relationships with our clients through open communication, consistently exceeding expectations, and continuously expanding the value of our products and services. We are committed to making a difference in our client's daily work by serving with integrity. Please contact us with any questions.

Sincerely,

Bobby Lee
AquaHawk
Office: (877) 410-0167 x1980
Mobile: (719) 661-6844
E-mail: Bobby@AmCoBi.com

Village of Allouez Background

The Village of Allouez provides water and sewer services to 5,600 meter accounts. The Village has installed a Sensus Advanced Metering Infrastructure (AMI) system to read water meters remotely. The Village is considering implementing a customer portal solution so that consumers may benefit from the information and data recorded by the AMI system.

AmCoBi Background

AmCoBi is a privately held software development and billing company founded in 2009 and based in Colorado Springs, Colorado. AmCoBi has grown rapidly over the years by delivering valuable solutions to municipal utility providers and through a steady stream of referrals. AmCoBi offers customer portal solutions, conservation evaluation services, and utility billing. AquaHawk can easily integrate with AMR, AMI, AMX, and other utility systems.

We currently work with 125 municipal utilities and manage more than 1,000,000 meter accounts in the AquaHawk system.

The AmCoBi Difference

AmCoBi's solutions help utility providers deliver a higher standard of service to their customers and increase customer satisfaction. AquaHawk will encourage customer self-service and is a powerful tool for eliminating high bill complaints and reducing customer service calls and escalations.

Your customers will get a better understanding of how they're using water and be able to manage their expenses more effectively. They can receive timely notifications when leaks or other consumption issues are detected. By making it easy to communicate quickly with customers, in the communications mode they prefer, Allouez can encourage clients to fix leaks or other issues quickly and prevent the property damage or excessive bills they so often cause.

Our team is equipped and motivated to deliver the results you're looking for. You can expect comprehensive capabilities, at affordable prices, with outstanding training and support.

AmCoBi will be a trusted partner throughout this entire project. We are committed to accomplishing **your** objectives. We also know that your requirements will evolve over time. AquaHawk has been architected to support future changes and enhancements.

Numerous capabilities added to AquaHawk have been a direct result of the responses and feedback provided by our clients. The Village of Allouez can have a strong influence in the future development of this system.

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An Expert Team

AmCoBi's software engineering team has decades of experience developing large scale, commercial web and database applications for various industries including utilities, computer networking, manufacturing, retail, and more.

Our engineering team is comprised of six experienced software engineers. All are available to work directly with your utility's employees.

Members of our team have worked for Fortune 500 companies that developed and supported products sold worldwide. Our employees have a wealth of experience implementing large scale technical solutions.

The development team is responsible for building the AquaHawk application. AquaHawk uses the Software-as-a-Service (SaaS) model and is hosted at one of the world's most reliable hosting providers.

The software team will be responsible for configuring AquaHawk, importing account information, integrating AMI and other data, and launching the production site.

AmCoBi's Client Care team will be responsible for managing the scope of work and ensuring that tasks are being completed according to designated timelines, as well as delivering progress reports to the Village of Allouez staff. The team will also provide training and ongoing support.

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AquaHawk is a hosted customer portal solution that enables utilities to present water consumption data to their clients in a secure website. After registering online, customers gain access to their current usage, past usage, and other useful comparisons.

AquaHawk also offers the following capabilities:

- **Leak Detection & Notification**: Employees use this module to notify customers via telephone, text, or e-mail when potential leaks or excess consumption issues have occurred.
- **Estimated Bill**: Customers can see the estimated cost of the water they have already used (anytime during the billing cycle), as well as view a projected end-of-period bill estimate.
- **Threshold Alerting:** Customers can establish a billing or usage threshold ($ or gallons) and be notified when their bill amount and/or consumption exceeds that value.
- **Group Messaging Module**: The utility staff can easily and efficiently inform customers of any water outages, boil notices, past due or shut-off notices. (Additional Fees Required)
- **Payment Options**: Customers can select the Pay Online button and be transferred to your existing payment site or be authenticated into the site via a single sign-on. (Additional Fee Required)

New features are continually added to the AquaHawk application. As an example, enhanced reporting capabilities and features, as well as the addition of a Work Order Management System will be released in the near future.

Intuitive and Easy-to-Learn

AquaHawk was designed to serve a diverse audience with varying degrees of technical ability. It is an intuitive, easy-to-use application that requires minimal training to operate. Your customers will thank you for giving them the tools they need to better understand how they're using water.

In addition, utility employees can be trained on AquaHawk quickly. AquaHawk simplifies complex tasks so customer service and front desk employees can perform them effortlessly.

Affordably Priced

AquaHawk offers comprehensive capabilities at affordable prices. The service agreement may be terminated with a 30-day notice so the onus is on our company to continually earn your business.

Supports Future Customizations

We know that your requirements will evolve over time. AquaHawk has been architected to support future changes and enhancements. In fact, numerous capabilities added to the system have been a direct result of the responses and feedback provided by our clients.

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T. 719.694.1980 - www.AquaHawk.com

No Hardware or Software Purchases Required

AquaHawk uses the SaaS or subscription model so the Village of Allouez does not need to purchase or install any hardware or software. Ongoing support and maintenance is provided by AmCoBi. The solution can be deployed quickly -- i.e. within 45 days.

Seamless Data Integration

Usage data can be integrated from the Sensus AMI system and the implementation process is very straightforward.

One of AmCoBi's strengths is exchanging data between AquaHawk and other systems (e.g. billing, accounting, electronic payment services, etc.) to streamline the customer experience and minimize manual data entry. With the Pay Online option, customers can either link to the Village of Allouez payment site or be authenticated into the payment site through a Single Sign-On integration.

Browser-based Operation

A unique instance of AquaHawk will be provided to the Village of Allouez. Authorized staff members and customers operate the system using a standard web browser.

Reliable, High Performance Hosting

AmCoBi uses a reputable, high quality hosting provider for the AquaHawk solution. Their cloud-based computing platform is flexible, cost-effective, and instantly scales as more resources are required. The firm's service is secure, durable, and they maintain industry-recognized certifications and audits such as: ISO 27001 and SAS 70 Type II.

Their data centers have multiple layers of operational and physical security, so you can be sure your data is safe and protected. Moreover, AquaHawk uses a commercial database noted for speed, fault tolerance, and high performance.

Backups are automated and geographically diverse replication prevents any data loss in the event of a hardware failure, network disruption, or large-scale power outage. Disaster recovery is built in.

Comprehensive Training and Support

The AquaHawk system is intuitive, user-friendly, and easy to learn. To ensure, however, that your staff members can manage the application effectively, AmCoBi also provides comprehensive online training and support. Training is available, free of charge, for as long as you use the AquaHawk application. AmCoBi will assign a dedicated account manager, so you'll always be able to reach a live person via telephone or e-mail.

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SCOPE OF WORK

Scope of Work

To initiate this project and make AquaHawk available to Village of Allouez customers, the following tasks need to be completed:

- Configure the AquaHawk portal
- Import customer account information
- Import billing rates and tiers
- Integrate consumption data from the Sensus AMI system
- Provide software training to employees
- Launch the production site and notify customers of the new service
- Provide ongoing support to employees.

The following is a draft timeline for implementing the AquaHawk solution:

Due Date	Task Description	Responsible Party
Week 1	Village of Allouez signs a SaaS Services Agreement to proceed with this project.	Village of Allouez
Week 1	Configure the portal for Village of Allouez.	AmCoBi
Week 2	Import customer account and billing rate information.	AmCoBi
Week 3	Integrate AMI consumption and weather data into AquaHawk.	Sensus & AmCoBi
Week 4	Provide software training to employees.	Village of Allouez & AmCoBi
Week 5	Launch the production site.	Village of Allouez & AmCoBi

Bobby Lee • AquaHawk
PO Box 51356 • Colorado Springs, CO 80949
T. 719.694.1980 - www.AquaHawk.com

REFERENCES

References

Please feel free to contact the following organizations to learn more about similar projects we've conducted:

Village of Bellevue
Shawn M. Geiger
Utility Manager
2828 Allouez Ave.
Bellevue, WI 54311
(920) 593-5517
sgeiger@villageofbellevue.org

City of De Pere
Mr. Eric Zygarlicke
Water Utility Supervisor
925 S. Sixth Street
De Pere, WI 54115
(920) 339-4063
ezygarlicke@deperewi.gov

City of Appleton
Mr. Nate Loper
Deputy Director of Public Works
100 N. Appleton Street
Appleton, WI 54912
(920) 832-5580
nathan.loper@appleton.org

City of Oshkosh
Mr. Ryan Lemke
Water Distribution Manager
215 Church Ave.
Oshkosh, WI 54903
(920) 232-5332
rlemke@ci.oshkosh.wi.us

AQUAHAWK PRICING

Pricing

Pricing for the AquaHawk service is comprised of the following:

- A **one-time setup fee** to configure the system, upload customer information and data, and for initial system training.
- A **annual or monthly fee** for each endpoint in the system. This fee includes ongoing e-mail and telephone Support.

Description	Number of Endpoints	One-time Setup Fee	Monthly Fee if Annual Fee is paid Monthly	Year 1 Costs Includes Setup Fee + Annual Subscription	Annual Subscription Fee, Yr. 2	Price per Endpoint per Year (Yr. 2+)
AquaHawk	5,600	$ 7,500	$ 989.33	$ 19,372.00	$ 11,872.00	$ 2.12

Optional Modules	Setup Fee (One-time)	Monthly Fee	Total Year 1
Group Messaging - This will provide the Village ofAllouez up to 280 customer contacts per month. If the number of contacts exceeds the set number, the additional fees are, $0.02 per email, $0.05 per text, and $0.10 per AquaVoice call.	N/A	$ 200.00	$ 2,400.00
Managed Services - This optional feature provides AquaHawk to provide notifications to Allouez customers regarding leaks or excess consumption 7 days per week.	N/A	$ 208.33	$ 2,500.00

Pricing Description:

- Initial Installation: As shown above the initial install is the setup fee at $7,500.
- Group Messaging: Group Messaging is a communications feature that uses the same notification elements as the standard notification elements that are part of the system. The fee covers the cost of the communication fees paid by AmCoBi.
- Managed Services: This is a service that has AquaHawk notify Allouez customers of any leaks or excess consumption issues. This feature will also notify customers of any critical or necessary communications.

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T. 719.694.1980 - www.AquaHawk.com

AQUAHAWK PRICING

- Training: Training is provided once the AquaHawk system is up and running with actual customer data in the system. The initial training is the Basic Training provided online and will typically last 2 to 3 hours. This training is recorded for future use. The additional trainings are Customer Care and Power User. Charlie Whiteside will cover the additional trainings during the Basic Training.

  Training is free throughout the use of AquaHawk and can be requested at anytime by sending an email to trainging@aquahawk.com. The team will reply with dates and times for the training.

  Once we receive the export from your billing application and the Sensus consumption data the setup will typically take 2 weeks. The timing will be determined by the Accounts Export process from your billing provider. We have integrated with most every billing provider and they know our requirements. Likewise, Sensus will establish a SFTP site where AquaHawk will automatically access the SFTP site to download consumption data per account every 6 hours.

  Group Messaging or Managed Services can be added at any time.

Bobby Lee • AquaHawk
PO Box 51356 • Colorado Springs, CO 80949
T. 719.694.1980 - www.AquaHawk.com

SUMMARY

Summary

AquaHawk will encourage client self-service, enhance customer service, and improve operational efficiency for your staff. AquaHawk allows your residential, commercial, and industrial customers to understand their water consumption patterns throughout the billing period and provides relevant actionable information allowing your customers to take control of their utility charges.

We commit to making this project a notable success. Let us know how we can best serve you.

Sincerely,

Bobby Lee
AquaHawk

Bobby Lee • AquaHawk
PO Box 51356 • Colorado Springs, CO 80949
T. 719.694.1980 - www.AquaHawk.com

1705

S. WEBSTER AVENUE (CTH X)

1821

R/W

CURB AND GUTTER
24-INCH (TYP.)

NO-PARKING ZONE
§424-11B(1)

130'

127 135 139 145 151

13.5'
30' 60'
13.5'

BEAUPRE STREET

126-128 132-134 138 144 150 154

R/W

R/W

157 203 209 215 221 227 233 239

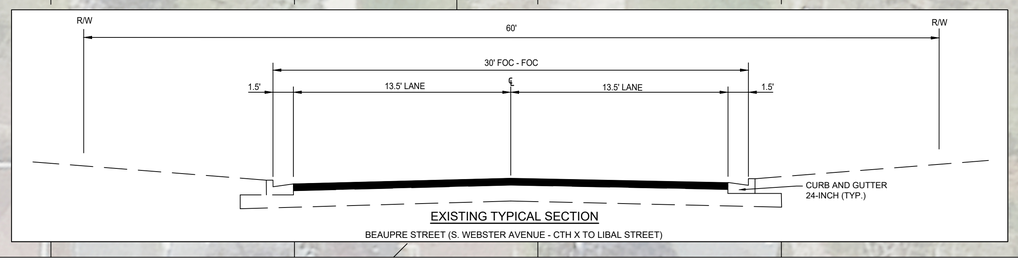
8'

22'

BEAUPRE STREET

158 202 208 210 216 220 226 232 238

R/W



EXISTING TYPICAL SECTION

BEAUPRE STREET (S. WEBSTER AVENUE - CTH X TO LIBAL STREET)

DESCRIPTION

DATE

Village of Allouez
Historically progressive

1900 Libal St. Allouez, WI 54301-2453
PHONE: (920)-448-2800 • FAX: (920)-448-2850
www.villageofallouez.com

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VILLAGE OF ALLOUEZ

BEAUPRE STREET PARKING

© COPYRIGHT 2026
VILLAGE OF ALLOUEZ

DATE: 10/20/2026

SCALE: 1"=20'
PLOTTED: 22X34

DESIGNED BY: GSF

CHECKED BY: SJG

SHEET NUMBER

1

CURB AND GUTTER
24-INCH (TYP.)

R/W

245 303 309 315-315 1/2 321 327 333 337-339

13.5'
30'
13.5'
60'

BEAUPRE STREET

244 302 308 314 320 326 332 338

R/W

1720

R/W

345 403 409 415 421 427 433

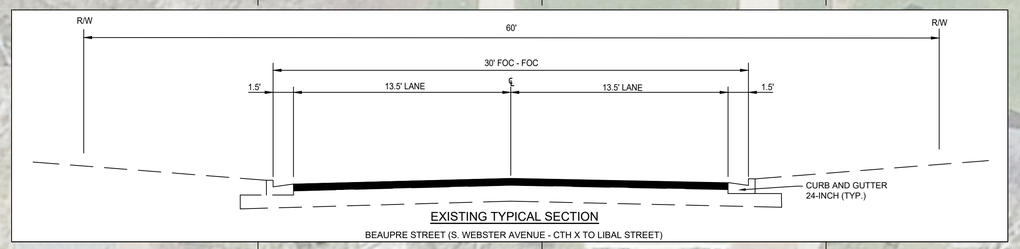
8'
14'
8'

BEAUPRE STREET

LIBAL STREET

344 350 408 414 420 426 434

R/W



EXISTING TYPICAL SECTION

BEAUPRE STREET (S. WEBSTER AVENUE - CTH X TO LIBAL STREET)

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SHEET NUMBER

2