

**From:** Kelsey Bird <kbird@fehrgraham.com>  
**Sent:** Friday, April 12, 2024 11:16 AM  
**To:** Schultz, Josie M - DNR  
**Cc:** Dillon Plamann  
**Subject:** Access Agreements for Site Investigation at Bay Towel  
**Attachments:** Compiled Access Agreement - City of Green Bay Right of Ways.pdf; updated  
Compiled Access Agreement-445 South Adams Street.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Hi Josie,

I have sent out two access agreements, one to the City and one to the north adjoining site (445 S. Adams Street) to complete Task 26 Additional Soil Sampling.

I have attached them for your records.

Thank you,

**KELSEY BIRD | Engineer**  
**Fehr Graham | Engineering & Environmental**

909 North 8th Street, Suite 101  
Sheboygan, Wisconsin 53081  
P: 920.453.0700  
fehrgraham.com

April 11, 2024

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

**RE: Access Permission for Environmental Site Investigation  
Former Bay Towel Site  
501 S. Adams Street  
Green Bay, WI  
BRRTS # 02-05-237064**

To Steven Grenier:

We have previously worked with you to drill within the City owned rights-of-ways. Fehr Graham's investigation for the former Bay Towel site (BRRTS #02-05-237064) continues and we once again need permission to complete the next steps of the investigation.

This work includes a need to obtain soil samples from the South Adams Street, Chicago Street, and the green space to the west of South Jefferson Street rights-of-way (ROW) near 501 S. Adams Street, Green Bay, WI 54301.

The site investigation includes the following investigation activities that are proposed to be conducted in the South Adams Street, Chicago Street, and South Jefferson Street ROW:

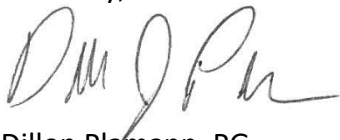
- » Three borings (B-150, B-168 and B-169) are proposed to be advanced to the north of the former Bay Towel Site in the Chicago Street ROW in the grass median on the north side of the street. Soil borings B-150, B-168 and B-169 will be advanced to 5 feet below grade, and two unsaturated soil samples will be collected from each boring at 2 feet and 5 feet below grade. All soil borings will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings map (Figure 11) for approximate boring locations.
- » Five borings (B-154 to B-158) are proposed to be advanced in the grass area to the east of the former Bay Towel Site and to the west the South Jefferson Street ROW. Soil borings B-154 to B-158 will be advanced to 5 feet below grade, and two unsaturated soil samples will be collected from each boring at 2 feet and 5 feet below grade. All soil borings will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings map (Figure 11) for approximate boring locations.

- » One boring (B-142R) is proposed to be advanced to the west of the former Bay Towel Site, in the South Adams Street ROW in the sidewalk on the west side of the street. Soil borings B-142R will be advanced to 2 feet below grade, and one unsaturated soil samples will be collected at 2 feet below grade. The soil boring will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings map (Figure 11) for approximate boring locations.

Attached is a form that provides permission for access to do this work. The WDNR encourages you to be cooperative with permission for access. If you have any questions on the need for this work or any other issues, please feel free to contact the WDNR Project Manager for the Bay Towel Site, Ms. Josie Schultz. She can be reached at [josie.schultz@wisconsin.gov](mailto:josie.schultz@wisconsin.gov) or by phone at (920) 366-5685.

Please fill out the missing information on the attached form, sign and return the form to me in the enclosed envelope. Thank you for your time and cooperation, your help with this matter is appreciated. If you have any questions, please call me at 920.946.2407 or email me at [dplamann@fehrgraham.com](mailto:dplamann@fehrgraham.com)

Sincerely,



Dillon Plamann, PG  
Project Hydrogeologist

Attachments: Figure 11: Proposed Soil Borings  
Blank Access Agreement for Signature  
Return Envelope

Cc: Ms. Josie Schultz, WDNR, Green Bay, WI 54313 via email only to [josie.schultz@wisconsin.gov](mailto:josie.schultz@wisconsin.gov)

## ACCESS AGREEMENT TO ALLOW ENTRY TO PREMISES

**PROPERTY OWNER: City of Green Bay Department of Public Works**

**LOCATION: South Adams Street, Chicago Street, and South Jefferson Street Rights-of-Way near 501 S. Adams Street**

**CITY: Green Bay STATE: Wisconsin**

1. **RIGHT OF ENTRY TO PREMISES.** The undersigned Owner is the legal owner of the property and hereby grants the undersigned Consultant, and Consultant's employees and agents of Bay Towel, Inc. ("Bay Towel"), to enter upon and perform certain exploration activities upon the property described above. Specifically, the allowed activities are:
  - » Three borings (B-150, B-168 and B-169) are proposed to be advanced to the north of the former Bay Towel Site in the Chicago Street ROW in the grass median on the north side of the street. Soil borings B-150, B-168 and B-169 will be advanced to 5 feet below grade, and two unsaturated soil samples will be collected from each boring at 2 feet and 5 feet below grade. All soil borings will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings map (Figure 11) for approximate boring locations.
  - » Five borings (B-154 to B-158) are proposed to be advanced in the grass area to the east of the former Bay Towel Site and to the west the South Jefferson Street ROW. Soil borings B-154 to B-158 will be advanced to 5 feet below grade, and two unsaturated soil samples will be collected from each boring at 2 feet and 5 feet below grade. All soil borings will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings map (Figure 11) for approximate boring locations.
  - » One boring (B-142R) is proposed to be advanced to the west of the former Bay Towel Site, in the South Adams Street ROW in the sidewalk on the west side of the street. Soil borings B-142R will be advanced to 2 feet below grade, and one unsaturated soil samples will be collected at 2 feet below grade. The soil boring will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings map (Figure 11) for approximate boring locations.
2. **PURPOSE OF ACTIVITIES.** The purpose of the allowed activities is to evaluate the degree and extent of possible soil, groundwater and vapor contamination associated with the release from the former Bay Towel site located at 501 South Adams Street, Green Bay, WI 54301 (BRRTS #02-05-237064).
3. **TERM OF AGREEMENT.** The activities authorized hereunder are expected to be completed on or before December of 2024. All rights and privileges granted by Owner shall cease on that date, unless they are extended by a subsequent agreement.
4. **STANDARD OF CARE.** Consultant will perform its activities in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession practicing in the same or similar locality under similar conditions.

## ACCESS AGREEMENT TO ALLOW ENTRY TO PREMISES

5. AGREEMENT NOT TO INTERFERE. Owner shall not interfere with any of the activities described herein, unless such activities pose a threat to human health or safety or a threat of damage to Owner's property.
6. UTILITY MARKING. Consultant agrees to arrange for public utilities on the Owner's property in the vicinity of the proposed activities to be identified and marked (e.g. by Digger's Hotline) prior to Consultant's activities on the Owner's property. With respect to private utilities, Owner is responsible to identifying the existence of such utilities and then Consultant is responsible for hiring a private utility locate company to locate the identified private utilities.
7. RESTORATION OF PROPERTY. Material and equipment utilized by the Consultant will be removed by Consultant from the property upon completion of the exploration and activities authorized by this agreement. Consultant will restore the property to substantially the same condition prior to Consultant's activities.
8. PROVISION OF ANALYTICAL RESULTS. Upon written request, Consultant shall provide copies of analytical results of vapor, soil and/or groundwater samples obtained on Owner's property to Owner within two weeks of completion of the field activities.
9. INSURANCE. Consultant represents to the best of its knowledge, information and belief that it carries Worker's Compensation Insurance and that it has coverage under employer's liability, commercial general liability, bodily injury and property damage, and professional liability errors and omissions policies that Consultant deems reasonable and adequate. Upon request, Consultant shall furnish to Owner proof of such insurance coverage and the respective limits of liability.
10. INDEMNIFICATION. Consultant shall indemnify and hold harmless from and against 3rd party tort damages, costs (including reasonable attorneys fees) for personal injury or property damage occurring to Owner or third parties solely to the extent caused from the act of negligence or willful misconduct by Consultant as a result of the work which Consultant, its employees perform on the property. The limitation of liability shall not exceed \$2,000,000.
11. NO REAL ESTATE INTEREST. Consultant acquires no rights in the property by virtue of this agreement.
12. COST OF ACTIVITIES. Owner shall not be responsible for any costs or expenses incurred by the activities described herein.
13. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Wisconsin.
14. COUNTERPARTS. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

### PROPERTY OWNER

AUTHORIZED SIGNATOR: Steven Grenier

## ACCESS AGREEMENT TO ALLOW ENTRY TO PREMISES

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: (920) 448-3097

EMAIL ADDRESS: Steven.Grenier@greenbaywi.gov

### **CONSULTANT**

AUTHORIZED SIGNATOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

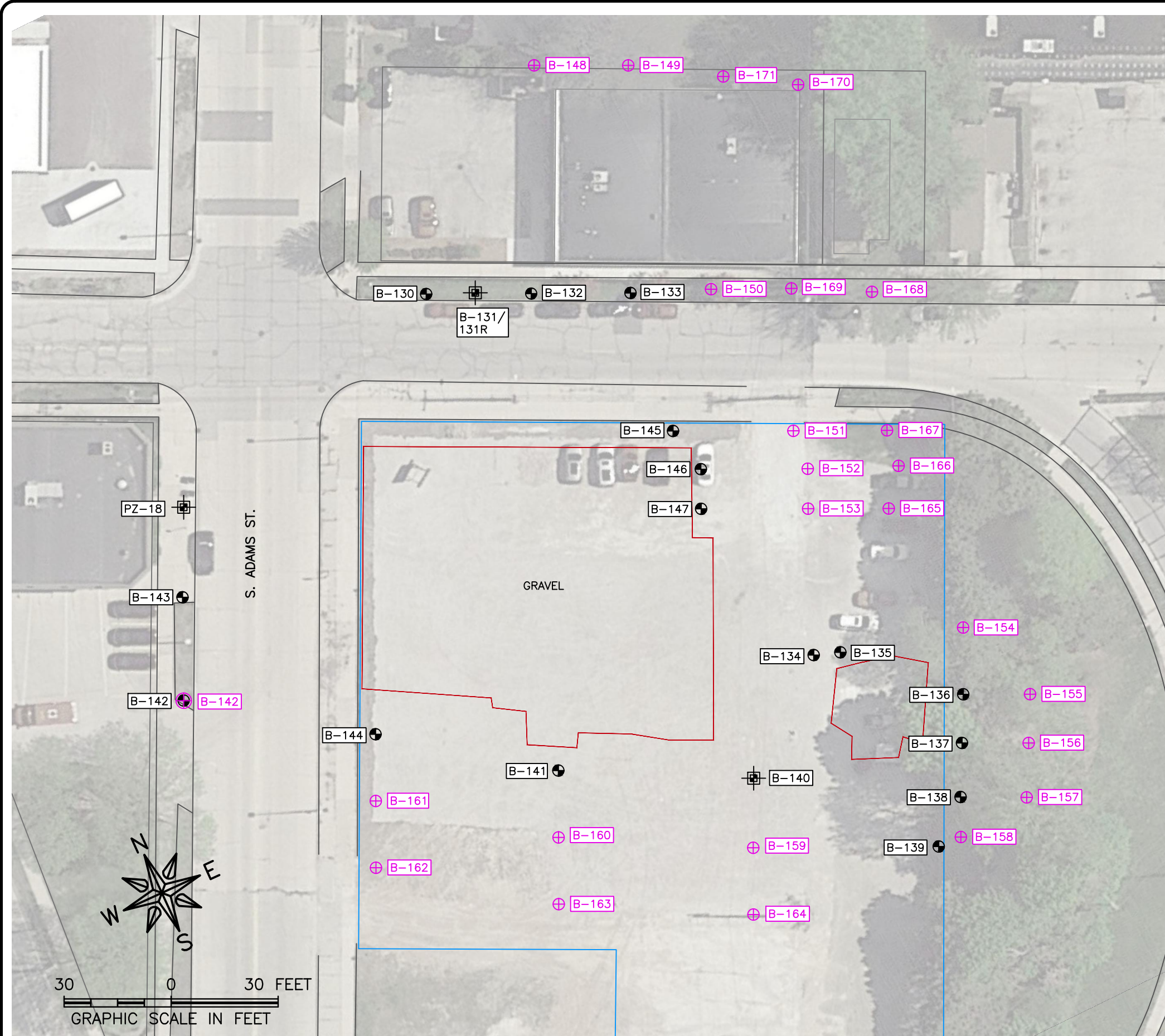
### **BAY TOWEL, INC.**

AUTHORIZE SIGNATOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





**LEGEND**

- SOIL BORING
- ⊕ PIEZOMETER
- ⊕ PROPOSED SOIL BORING
- FINAL EXCAVATION LIMITS COMPLETED ONSITE

**FIGURE 11**  
 PROPOSED SOIL BORINGS  
 BAY TOWEL – SOLVENT INVESTIGATION  
 501 S. ADAMS ST.  
 GREEN BAY, WI 54301  
 BRRTS NO.: 02-05-237064

8/1/23

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
ILLINOIS DESIGN FIRM NO. 194-003525

ILLINOIS  
 IOWA  
 WISCONSIN

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April 12, 2024

301 N Broadway LLC  
1600 Shawano Avenue, Suite 204  
Green Bay, WI 54301

**RE: Access Permission for Environmental Site Investigation  
Former Bay Towel Site  
501 S. Adams Street  
Green Bay, WI  
BRRTS # 02-05-237064**

To Adam Kersten:

Fehr Graham's environmental site investigations continue at the former Bay Towel site (BRRTS #02-05-237064). We are again seeking your permission so we can to complete additional environmental site investigation.

This work includes a need to obtain soil samples from your Property at 445 South Adams Street, Green Bay, WI 54301.

The additional site investigation includes the following investigation activities that are proposed to be conducted on your Property:

- » Four (4) soil borings (B-148, B-149, B-170, and B-171) are proposed to be advanced to the north of the 445 South Adams Street Property Building. The soil borings will be advanced to 5 feet below grade, and two unsaturated soil samples will be collected from each boring at 2 feet and 5 feet below grade. All soil borings will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings (Figure 11) for approximate boring locations.

If you have any questions on the need for this work or any other issues, please feel free to contact the WDNR Project Manager for the Bay Towel Site, Ms. Josie Schultz. She can be reached at [josie.schultz@wisconsin.gov](mailto:josie.schultz@wisconsin.gov) or by phone at (920) 366-5685.

Please fill out the missing information on the attached form, sign and return the form to me in the enclosed envelope.

Thank you for your time and cooperation, your help with this matter is appreciated. If you have any questions, please call me at 920.946.2407 or email me at [dplamann@fehrgraham.com](mailto:dplamann@fehrgraham.com)

Sincerely,





April 12, 2024  
Access Permission for Environmental Investigation  
Page 2

Dillon Plamann, P.G.  
Project Hydrogeologist

Attachments: Figure 11 – Proposed Borings  
Blank Access Agreement for Signature  
Return Envelope

Cc: Ms. Josie Schultz, WDNR, Green Bay, WI 54313 via email only to [josie.schultz@wisconsin.gov](mailto:josie.schultz@wisconsin.gov)

O:\Bay Towel\21-1121 SIWP\Communications\Access Agreement\445 South Adams Street\Fehr Graham Access Agreement Cover Letter -  
445 South Adams Street.docx

## ACCESS AGREEMENT TO ALLOW ENTRY TO PREMISES

**PROPERTY OWNER: 301 N Broadway LLC**

**LOCATION: 445 South Adams Street**

**CITY: Green Bay STATE: Wisconsin**

1. **RIGHT OF ENTRY TO PREMISES.** The undersigned Owner is the legal owner of the property and hereby grants the undersigned Consultant, and Consultant's employees and agents of Bay Towel, Inc. ("Bay Towel"), to enter upon and perform certain exploration activities upon the property described above. Specifically, the allowed activities are:
  - » Four (4) soil borings (B-148, B-149, B-170, and B-171) are proposed to be advanced to the north of the 445 South Adams Street Property Building. The soil borings will be advanced to 5 feet below grade, and two unsaturated soil samples will be collected from each boring at 2 feet and 5 feet below grade. All soil borings will be properly abandoned following the completion of sampling, and the ground surface will be restored to match the surrounding ground surface. See attached Proposed Soil Borings (Figure 11) for approximate boring locations.
2. **PURPOSE OF ACTIVITIES.** The purpose of the allowed activities is to evaluate the degree and extent of possible soil, groundwater and vapor contamination associated with the release from the former Bay Towel site located at 501 South Adams Street, Green Bay, WI 54301 (BRRTS #02-05-237064).
3. **TERM OF AGREEMENT.** The activities authorized hereunder are expected to be completed on or before December of 2024. All rights and privileges granted by Owner shall cease on that date, unless they are extended by a subsequent agreement.
4. **STANDARD OF CARE.** Consultant will perform its activities in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession practicing in the same or similar locality under similar conditions.
5. **AGREEMENT NOT TO INTERFERE.** Owner shall not interfere with any of the activities described herein, unless such activities pose a threat to human health or safety or a threat of damage to Owner's property.
6. **UTILITY MARKING.** Consultant agrees to arrange for public utilities on the Owner's property in the vicinity of the proposed activities to be identified and marked (e.g. by Digger's Hotline) prior to Consultant's activities on the Owner's property. With respect to private utilities, Owner is responsible to identifying the existence of such utilities and then Consultant is responsible for hiring a private utility locate company to locate the identified private utilities.
7. **RESTORATION OF PROPERTY.** Material and equipment utilized by the Consultant will be removed by Consultant from the property upon completion of the exploration and activities authorized by this agreement. Consultant will restore the property to substantially the same condition prior to Consultant's activities.

## **ACCESS AGREEMENT TO ALLOW ENTRY TO PREMISES**

8. PROVISION OF ANALYTICAL RESULTS. Upon written request, Consultant shall provide copies of analytical results of vapor, soil and/or groundwater samples obtained on Owner's property to Owner within two weeks of completion of the field activities.
9. INSURANCE. Consultant represents to the best of its knowledge, information and belief that it carries Worker's Compensation Insurance and that it has coverage under employer's liability, commercial general liability, bodily injury and property damage, and professional liability errors and omissions policies that Consultant deems reasonable and adequate. Upon request, Consultant shall furnish to Owner proof of such insurance coverage and the respective limits of liability.
10. INDEMNIFICATION. Consultant shall indemnify and hold harmless from and against 3rd party tort damages, costs (including reasonable attorneys fees) for personal injury or property damage occurring to Owner or third parties solely to the extent caused from the act of negligence or willful misconduct by Consultant as a result of the work which Consultant, its employees perform on the property. The limitation of liability shall not exceed \$2,000,000.
11. NO REAL ESTATE INTEREST. Consultant acquires no rights in the property by virtue of this agreement.
12. COST OF ACTIVITIES. Owner shall not be responsible for any costs or expenses incurred by the activities described herein.
13. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Wisconsin.
14. COUNTERPARTS. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

### **PROPERTY OWNER**

AUTHORIZED SIGNATOR: Adam Kersten

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: (920) 327-0277

EMAIL ADDRESS: KerstenRealty@yahoo.com

# ACCESS AGREEMENT TO ALLOW ENTRY TO PREMISES

## CONSULTANT

AUTHORIZED SIGNATOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

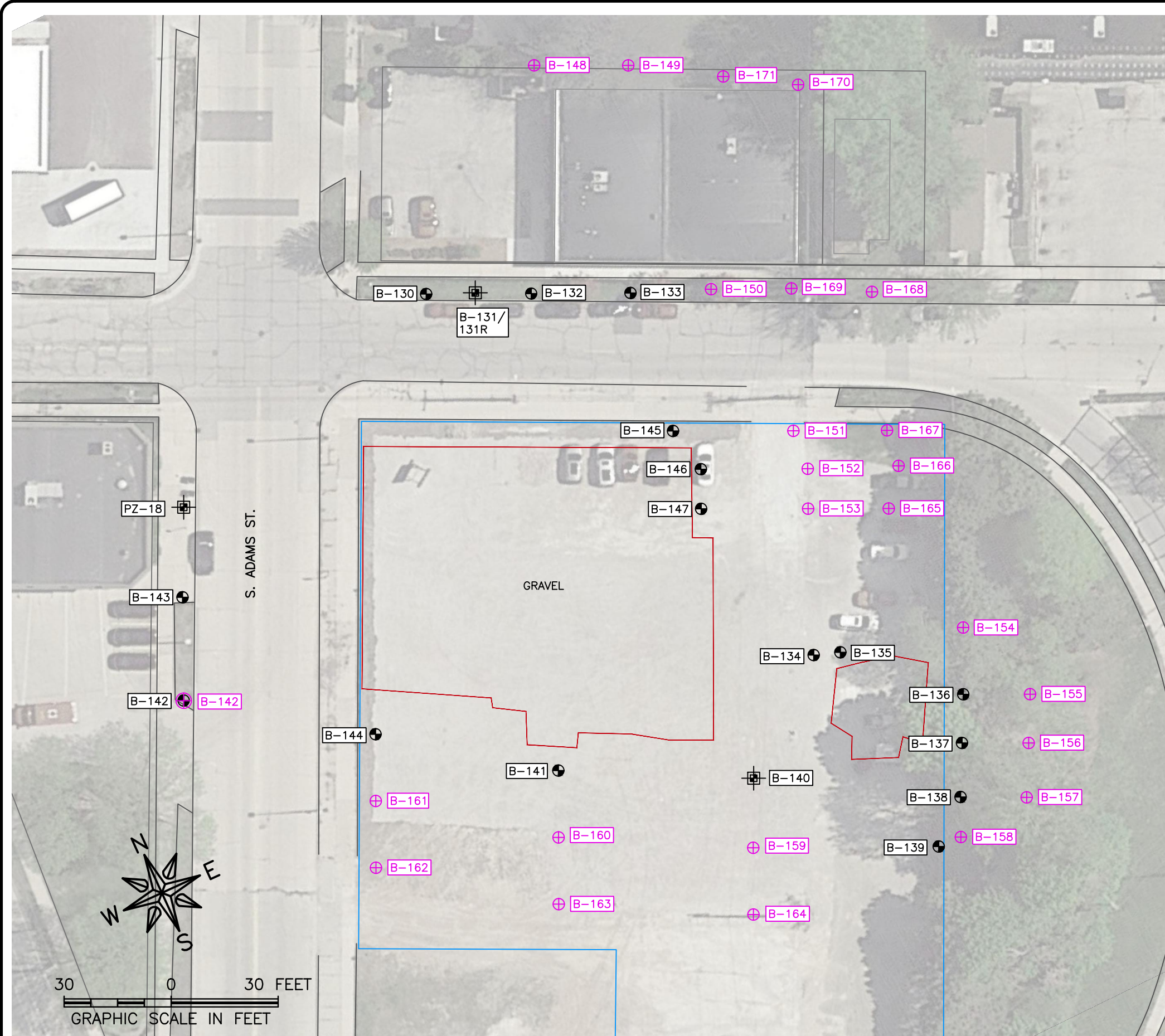
DATE: \_\_\_\_\_

## BAY TOWEL, INC.

AUTHORIZE SIGNATOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**LEGEND**

- SOIL BORING
- ⊕ PIEZOMETER
- ⊕ PROPOSED SOIL BORING
- FINAL EXCAVATION LIMITS COMPLETED ONSITE

**FIGURE 11**  
 PROPOSED SOIL BORINGS  
 BAY TOWEL – SOLVENT INVESTIGATION  
 501 S. ADAMS ST.  
 GREEN BAY, WI 54301  
 BRRTS NO.: 02-05-237064

8/1/23

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL  
ILLINOIS DESIGN FIRM NO. 194-003525

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